

**ARKADELPHIA PUBLIC SCHOOLS  
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# **NONCERTIFIED PERSONNEL**

# CLASSIFIED STAFF SALARY SCHEDULES

Arkadelphia Public School District #1

## I. Classified Supervisors

Rates are per 186 day contract

Steps	A	B	C	D	E
\\	23,768	33,658	33,658	28,597	*

- A--Food Service Director, 206 day contract, 35 hour work week
- B--Maintenance Foreman, 260 day contract, 40 hour work week
- C--Transportation Coordinator, 240 day contract, 40 hour work week
- D--Social Worker, contract days to be determined, 35 hour work week
- E--Technology Coordinator, 240 day contract; Business Manager, 240 day contract; Communications Director, 240 day contract; School Nurse, 196 day contract (\*current teacher payscale), 35 hour work week

Stipends (per month):

- 42 Recycle coordinator
- 250 Custodian Supervisor
- 45 Custodian Trainer
- 100 Purchaser of Supplies (12 month)
- 273 Transportation Coordinator
- 250 Food Service Supervisor
- 273 Maintenance Supervisor
- 60 Cafeteria Managers (9 months)
- 25 Program Coordinator

## II. Classroom Personnel

Rates for column A are per 191 day contract, 37 1/2 hour work week

Rate for B is per day

Steps	A	B
Base	12,028	55
1	12,586	
2	13,144	
3	13,702	
4	14,260	
5	14,818	
6	15,376	
7	15,934	
8	16,492	
9	17,050	
10	17,608	
11	18,166	
12	18,724	
13	19,282	
14	19,840	
15	20,398	

A--Teacher Aides

ADOPTED 4/17/12 Substitute Teachers

**III. Transportation**

Rates for A, B, and C are per 178 day contract and assume route is driven twice daily

Rates for D is per 178 day contract @ 8 hrs. per day

Activity trips, \$7.32 per hour

Steps	A	B	C	D
Base	5,695	5,872	6,095	17,006
1	5,820	6,000	6,223	17,571
2	5,945	6,128	6,351	18,136
3	6,070	6,256	6,479	18,701
4	6,195	6,384	6,607	19,266
5	6,320	6,512	6,735	19,831
6	6,445	6,640	6,863	20,396
7	6,570	6,768	6,991	20,961
8	6,695	6,896	7,119	21,526
9	6,820	7,024	7,247	22,091
10	6,945	7,152	7,375	22,656
11	7,070	7,280	7,503	23,221
12	7,195	7,408	7,631	23,786
13	7,320	7,536	7,759	24,351
14	7,445	7,664	7,887	24,916
15	7,570	7,792	8,015	25,481
16	7,695	7,920	8,143	26,046

A--1.0 hour, plus or minus 15 minutes; subs receive base

B--1.5 hours, plus or minus 15 minutes

C--2.0 hours, plus or minus 15 minutes

D--Assistant Mechanic, 260 day contract

Length of route to be determined the second week after school starts.

**IV. Custodial, Building Maintenance, Security**

Rates are per hour

Steps	A	B	C	D
Base	7.25	8.02	8.50	12.31
1		8.27	8.77	12.69
2		8.52	9.04	13.07
3		8.77	9.31	13.45
4		9.02	9.58	13.83
5		9.27	9.85	14.21
6		9.52	10.12	14.59
7		9.77	10.39	14.97
8		10.02	10.66	15.35
9		10.27	10.93	15.73
10		10.52	11.20	16.11
11		10.77	11.47	16.49
12		11.02	11.74	16.87
13		11.27	12.01	17.25
14		11.52	12.28	17.63
15		11.77	12.55	18.01
16		12.02	12.82	18.39
17		12.27	13.09	18.77

A--Substitute

B--Custodian

C--Security, parttime receives base; includes night custodian

D--Maintenance assistant(s) (8 hours per day, 12 months per year)

All Rates are based on a 40 hour work week

To advance a step requires one year experience and a satisfactory evaluation.

**FY13**

**V. Office Personnel**

Rates are per 186 day contract  
 Rate for substitute is \$55 per day

Steps	A	B	C	D
Base	10,900	11,376	13,830	16,081
1	11,260	11,736	14,360	16,611
2	11,620	12,096	14,890	17,141
3	11,980	12,456	15,420	17,671
4	12,340	12,816	15,950	18,201
5	12,700	13,176	16,480	18,731
6	13,060	13,536	17,010	19,261
7	13,420	13,896	17,540	19,791
8	13,876	14,352	18,070	20,321
9	14,332	14,808	18,600	20,851
10	14,788	15,264	19,130	21,381
11	15,244	15,720	19,660	21,911
12	15,700	16,176	20,190	22,441
13	16,156	16,632	20,720	22,971
14	16,612	17,088	21,250	23,501
15	17,068	17,544	21,780	24,031
16	17,524	18,000	22,310	24,561
17	17,980	18,456	22,840	25,091
18	18,436	18,912	23,370	25,621
19	18,892	19,368	23,900	26,151

A--Building secretary II, 186 day contract @Goza; 206 @AHS

B--Building secretary I, 240 day contract  
 Food Service, 206 day contract (not currently filled)  
 Counselor Services, 211 day contract

C--Inventory Clerk/Asst to Business Manager, 240 day contract  
 Administrative Assistant, 240 day contract  
 Payroll Clerk, 240 day contract  
 Accounts Payable Clerk, 240 day contract

D--Superintendent's Administrative Assistant, 240 day contract  
 Computer Technician, 240 day contract

All rates based on 35 hour work week

To advance a step requires one year experience and a satisfactory evaluation.

Percentage on base raises are awarded for those completing the appropriate level of certification through the Professional Standards Program through the National Association of Educational Office Professionals. Requires membership and participation in local AAEO to maintain stipend.

Basic	5.00% above base
Advanced I	7.50% above base
Advanced III	10.00% above base

**FY13**



**VI. Cafeteria**

Rates are per hour

Substitutes, \$7.25 per hour

Steps	A	B
Base	8.02	9.38
1	8.02	9.69
2	8.23	10.00
3	8.44	10.31
4	8.65	10.62
5	8.86	10.93
6	9.07	11.24
7	9.28	11.55
8	9.49	11.86
9	9.70	12.17
10	9.91	12.48
11	10.12	12.79
12	10.33	13.10
13	10.54	13.41
14	10.75	13.72
15	10.96	14.03
16	11.17	14.34

A--Workers

B--Cafeteria Managers

To advance a step requires one year experience and a satisfactory evaluation.

All rates are based on a 40 hour work week

Managers also receive nine \$60 monthly stipends per year.

**FY13**

**VII. Community Services - Schools of the 21st Century**

<b>Director of Boys &amp; Girls Club</b>	Determined by Boys & Girls Club
<b>Primetime Supervisor</b>	\$30 per hour
<b>Director of Early Childhood Center</b>	Current teacher payscale + \$3,000 yearly stipend

**VIII. Child Care Services**

Rates are per hour

Steps	<u>A</u>	<u>B</u>
Base	8.11	8.39
1	8.32	8.78
2	8.53	9.17
3	8.74	9.56
4	8.95	9.95
5	9.16	10.34
6	9.37	10.73
7	9.58	11.12
8	9.79	11.51
9	10.00	11.90
10	10.21	12.29
11	10.42	12.68
12	10.63	13.07
13		13.46
14		13.85
15		14.24

A--Child Care Personnel  
B--Classroom Personnel

To advance a step requires one year experience and a satisfactory evaluation.  
Based on a 40 hour work week

**FY13**

## **8.2— NONCERTIFIED PERSONNEL EVALUATIONS**

Noncertified personnel may be periodically evaluated.

Any forms, procedures or other methods of evaluation, including criteria, are to be developed by the Superintendent and or his designee(s), but shall not be part of the personnel policies of the District.

Date Adopted: 05/16/06

Last Revised:

### **8.3—EVALUATION OF NONCERTIFIED PERSONNEL BY RELATIVES**

No person shall be employed in, or assigned to, a position which would require that he be evaluated by any relative, by blood or marriage, including spouse, parent, child, grandparent, grandchild, sibling, aunt, uncle, niece, nephew, or first cousin.

Date Adopted: 05-16-06

## **8.4— NONCERTIFIED EMPLOYEES DRUG TESTING**

### **Scope of Policy**

Each person hired for a position which allows or requires that the employee operate any type of motor vehicle which is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District, and is operated for the transportation of children to or from school or school sponsored activity shall undergo a physical examination, including a drug test.<sup>1</sup>

### **Methods of Testing**

The collection, testing methods and standards shall be determined by the agency or other medical organizations chosen by the Board of Education to conduct the collection and testing of samples. The drug and alcohol testing is to be conducted by a laboratory certified pursuant to the most recent guidelines issued by the United States Department of Health and Human Services for such facilities. (“Mandatory Guidelines for Federal Workplace Drug Testing Programs”).

### **Definition**

Safety sensitive function includes:

- a. All time spent inspecting, servicing, and/or preparing the vehicle;
- b. All time spent driving the vehicle;
- c. All time spent loading or unloading the vehicle or supervising the loading or unloading of the vehicle; and
- d. All time spent repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

### **Requirements**

Employees shall be drug and alcohol free from the time the employee is required to be ready to work until the employee is relieved from the responsibility for performing work and/or any time they are performing a safety-sensitive function. In addition to the testing required as an initial condition of employment, employees shall submit to subsequent drug tests as required by law and/or regulation. Subsequent testing includes, and/or is triggered by, but is not limited to:

1. Random tests;
2. Testing in conjunction with an accident;
3. Receiving a citation for a moving traffic violation; and
4. Reasonable suspicion.

### **Prohibitions**

- A. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater;
- B. No driver shall use alcohol while performing safety-sensitive functions;
- C. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol;

- D. No driver required to take a post-accident alcohol test under #2 above shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first;
- E. No driver shall refuse to submit to an alcohol or drug test in conjunction with # 1,2, and/or 4 above;
- F. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when using any controlled substance, except when used pursuant to the instructions of a licensed medical practitioner, knowledgeable of the driver's job responsibilities, who has advised the driver that the substance will not adversely affect the driver's ability to safely operate his/her vehicle. It is the employee's responsibility to inform his/her supervisor of the employee's use of such medication;
- G. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.

Violation of any of these prohibitions may lead to disciplinary action being taken against the employee, which could include termination or non-renewal.

### **Testing for Cause**

Drivers involved in an accident in which there is a loss of another person's life shall be tested for alcohol and controlled substances as soon as practicable following the accident. Drivers shall also be tested for alcohol within eight (8) hours and for controlled substances within thirty two (32) hours following an accident for which they receive a citation for a moving traffic violation if the accident involved: 1) bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or 2) one or more motor vehicles incurs disabling damage as a result of the accident requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

### **Refusal to Submit**

Refusal to submit to an alcohol or controlled substance test means that the driver

- Failed to appear for any test within a reasonable period of time as determined by the employer consistent with applicable Department of Transportation agency regulation;
- Failed to remain at the testing site until the testing process was completed;
- Failed to provide a urine specimen for any required drug test;
- Failed to provide a sufficient amount of urine without an adequate medical reason for the failure;
- Failed to undergo a medical examination as directed by the Medical Review Officer as part of the verification process for the previous listed reason;
- Failed or declined to submit to a second test that the employer or collector has directed the driver to take;
- Failed to cooperate with any of the testing process; and/or
- Adulterated or substituted a test result as reported by the Medical Review Officer.

### **Consequences for Violations**

Drivers who engage in any conduct prohibited by this policy, who refuse to take a required drug or alcohol test, or who exceed the acceptable limits for the respective tests shall no longer be allowed to perform safety-sensitive functions. Actions regarding their continued employment shall be taken in relation to their inability to perform these functions and could include termination or non-renewal of their contract of employment.<sup>2</sup>

Drivers who exhibit signs of violating the prohibitions of this policy relating to alcohol or controlled substances shall not be allowed to perform or continue to perform safety-sensitive functions if they exhibit those signs during, just preceding, or just after the period of the work day that the driver is required to be in compliance with the provisions of this policy. This action shall be based on specific, contemporaneous, articulatable observations concerning the behavior, speech, or body odors of the driver. The Superintendent or his/her designee shall require the driver to submit to “reasonable suspicion” tests for alcohol and controlled substances. The direction to submit to such tests must be made just before, just after, or during the time the driver is performing safety-sensitive functions. If circumstances prohibit the testing of the driver the Superintendent or his/her designee shall remove the driver from reporting for, or remaining on, duty for a minimum of 24 hours from the time the observation was made triggering the driver’s removal from duty.

If the results for an alcohol test administered to a driver is equal to or greater than 0.02, but less than 0.04, the driver shall be prohibited from performing safety-sensitive functions for a period not less than 24 hours from the time the test was administered. Unless the loss of duty time triggers other employment consequence policies, no further other action against the driver is authorized by this policy for test results showing an alcohol concentration of less than 0.04.

**Legal Reference:** A.C.A. § 6-19-108  
49 C.F.R. § 382-101 – 605  
49 C.F.R. § part 40

Date Adopted: 05/16/06  
Last Revised:

## **8.5 – NONCERTIFIED PERSONNEL SICK LEAVE**

### **Definitions**

1. “Employee” is a full-time employee of the District.
2. “Sick Leave” is absence from work due to illness, whether by the employee or a member of the immediate family.
3. “Current Sick Leave” means those days of sick leave for the current contract year, which leave is granted at the rate of one day of sick leave per contracted month, or major part thereof.
4. “Accumulated Sick Leave” is the total of unused sick leave, up to a maximum of ninety (90) days accrued from previous contract, but not unused.
5. “Immediate Family” means an employee’s spouse, child, parent, or any other relative provided the other relative lives in the same household as the employee.

Noncertified employees shall earn sick leave, at full pay, at the rate of one day, or its part-time equivalent, per month, or major portion thereof that the person is employed, accumulative to (90) available days at the end of the year. The employee is advanced sick leave at the beginning of his/her employment for the remainder of the employment period of the current school year. Such leave shall be in force beginning with the first day of employment. If the employee leaves or resigns for any reason before the end of the employment period, the district shall deduct from the last pay check full compensation for any days of sick leaves used in excess of the number of days earned and accumulated. Teachers may use sick leave for personal illness or illness in the immediate family.

In the event that any one absence shall extend for a period of five (5) days or more, the employee affected shall submit to his/her immediate supervisor at the time of his/her return to work a statement from the attending physician that he/she was too ill to carry out his/her normal duties. This statement will show the beginning date of absence and the date of the employee’s release to return to work. Failure to provide such documentation of illness may result in sick leave not being paid, or in dismissal.

No payment of unused sick leave shall be made to teachers except at retirement.

After an employee has used his/her Accumulative sick leave, a deduction, the equivalent of a day’s pay will be made for each day absent.



A record of sick leave used and accumulated (Current and Accumulated) shall be established and maintained by the school district for each of its employees. They shall be advised annually of the status of their Accumulated sick leave.

One (1) day sick leave per year may be used as personal leave.

Legal References: A.C.A. § 6-17-1301 et seq.

Date Adopted: 09/14/76  
Last Revised: 01/19/93

## **8.6—NONCERTIFIED PERSONNEL SICK LEAVE BANK**

### **DESCRIPTION OF SICK LEAVE BANK**

The Sick Leave Bank is set up to help members in extreme emergencies, such as open heart surgery, terminal cancer, extensive cancer treatment, organ transplants or when other catastrophic illnesses or disabilities occur to the member or to a member's family as defined in Policy 8.5A. Routine parental leave does not qualify for borrowing.

A member shall not be granted any days from the Sick Leave Bank until all his/her own sick leave is depleted. The member must use all personal days before requesting days from the Sick Leave Bank. All twelve (12) month employees must also use all their vacation days before making a request. The total number of days that may be withdrawn by any member shall not normally exceed twenty (20) but could be extended to forty-five (45) upon approval of the Sick Leave Bank Committee.

#### **A. ELIGIBILITY**

1. The Sick Leave Bank is to be set up for noncertified employees of the Arkadelphia Public School District.
2. To participate, the employee must contribute one (1) day of sick leave to the Sick Leave Bank when he/she becomes a member.
3. An employee has the opportunity to become a member by enrolling between August 25 and September 10. At such time, he/she will be assessed one (1) day. New employees, hired during the year, may become a member at the time of employment. He/She will be assessed one (1) day at this time.

#### **B. MAINTENANCE**

1. Members will be assessed for days when the Sick Leave Bank has reached a point of near depletion.
2. Members will donate only one (1) day at a time.
3. Days assessed cannot be returned to employees and will be carried forward in the Sick Leave Bank.

4. A member utilizing sick leave days from the bank shall not have to replace those days except as a regular contributing member.

### **C. ADMINISTRATION**

1. A five (5) member committee shall oversee the administration of the Sick Leave Bank with the assistance of the Superintendent. The committee shall be comprised of five (5) noncertified bank members (one from each category — Custodial, Transportation, Office, Maintenance/Aides/Other, and Food Service).
2. Each category will elect a representative to serve on the Sick Leave Bank Committee. Each representative will serve a term of two (2) years from the time he/she is elected. (These terms will be rotated every other year so the Committee will always have members with experience serving.) The Sick Leave Bank will elect a chairperson.
3. The District Payroll Clerk will keep the records of the Sick Leave Bank.
4. The Sick Leave Bank Committee will determine the need for activation of the Sick Leave Bank, upon receipt of a Sick Leave request form. This form is to be submitted to the Sick Leave Bank Chairperson or the Payroll Clerk by the employee or his/her representative, if the employee is unable to do so. The application must be accompanied by a physician's statement. (Request form should be submitted at or near depletion of accumulated sick leave and before payroll deduction is made.)  
The Extended Request Form must be submitted for a request of additional days over the original twenty (20).
5. Upon receipt of application, the Committee will call a meeting as soon as possible.
6. If the Sick Leave Committee has questions concerning an application, the person submitting the application may be asked to meet with the Committee before a decision is made.

Legal Reference: Act 791 of 1989  
A.C.A § 6-17-1307

Date Adopted: 03/19/91

Last Revised: 04/15/03

**Arkadelphia Public Schools  
Sick Leave Bank Request Form**

Please complete and return to the sick leave bank committee chairman or payroll clerk. Request form should be submitted at or near depletion of accumulated sick leave and before payroll deduction is made.

Name \_\_\_\_\_ Home Phone \_\_\_\_\_

Home Address \_\_\_\_\_  
Street City Zip

Building where you work \_\_\_\_\_ School Phone \_\_\_\_\_

Have you contributed time to the sick leave bank system? \_\_\_\_\_

Briefly describe the nature of your disability or illness and the circumstances that caused you to make this request. Attach required doctor notes to this form.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date last accumulated day will be used: \_\_\_\_\_

Number of sick leave bank days requested: \_\_\_\_\_

Beginning date: \_\_\_\_\_ Ending date: \_\_\_\_\_

Are you currently being treated by a physician? \_\_\_\_\_

Have you been or will you be hospitalized? \_\_\_\_\_

If you answered yes, state when, how long and reason.

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Committee Use Only**

<b>Date Considered</b> _____	<b>Number of days approved</b> _____
<input type="checkbox"/> <b>Approved</b>	<input type="checkbox"/> <b>Not approved</b>
<b>Committee Chairperson</b> _____	

Copies are to be sent to applicant, payroll clerk, Chairman Sick Leave Bank

## **8.7a– NONCERTIFIED PERSONAL LEAVE**

Noncertified staff employees are eligible to receive “personal leave” benefits.

One (1) day of personal leave will be granted each year. If the above stated personal day is not used, it may be carried over each year until a maximum of four (4) days is accumulated. After the maximum accumulation of four (4) days is reached, any of the above referred personal days which are unused shall then be added to sick leave for accumulation.

An additional day may be used as a personal leave during a contract year, and shall be charged to sick leave.

A written request for personal leave may be approved provided:

1. It is not requested for the first or last week of school, except under extenuating circumstances.
2. It is not requested the day before or the day after a holiday;
3. A qualified substitute is available, and
4. Except of appropriate emergencies, the request is made at least forty-eight (48) hours in advance.

Request for personal leave is submitted as follows:

Food Service to:	Director of Food Services
Custodians to:	Building Principals
Office Personnel to:	Immediate Supervisor
Transportation to:	Director of Transportation
Maintenance to:	Director of Maintenance
Aides to:	Building Principals

Legal Reference: A.C.A. § 6-17-1306

Date Adopted: 09/14/76

Last Revised: 07/27/93

## **8.7b–NONCERTIFIED PERSONNEL VACATIONS**

After one year of employment, employees who are employed on a 12-month basis are allowed two weeks vacation with pay annually. Vacation schedules must be approved by the office of the Superintendent.

After one year of employment with the Arkadelphia Public School District an employee who resigns and has unused vacation time will receive payment for the unused time provided he/she gives the school two (2) weeks notice.

If the employee leaves and gives the Superintendent's office less than two (2) weeks notice, there will be no payment for unused vacation time.

Date Adopted: 07/01/71  
Last Revised: 06/20/84

## **8.8— NONCERTIFIED EMPLOYEES PROFESSIONAL LEAVE**

“Professional Leave” is paid leave granted for the purpose of enabling an employee to participate in professional activities (e.g., workshops or serving on professional committees) which improve the instructional program or the employee’s ability to perform his duties. Any employee seeking professional leave must make a written request to his immediate supervisor, setting forth the information necessary for the supervisor to make an informed decision. The supervisor’s decision is subject to review and overruling by the Superintendent.

Applications for professional leave should be made as soon as possible following the employee’s discerning a need for such leave, but, in any case, no less than two (2) weeks before the requested leave is to begin, if possible.

During such approved leave, the employee’s pay shall not be deducted. If a substitute is needed during such approved leave, the District shall pay the full cost of the substitute.

Budgeting concerns may always be taken into consideration in reviewing a request for professional leave.

Date Adopted: 05/16/06

Last Revised:

## **8.9—PUBLIC OFFICE – NONCERTIFIED PERSONNEL**

An employee of the District who is elected to the Arkansas General Assembly or any elective or appointive public office (not legally constitutionally inconsistent with employment by a public school district) shall not be discharged or demoted as a result of such service.

No paid leave will be granted for the employee's participation in such public office. The employee may receive pay for personal leave or vacation (if applicable), if approved in advance by the Superintendent, during his absence.

Prior to taking leave, and as soon as possible after the need for such leave is discerned by the employee, he must make written request for leave to the Superintendent, setting out, to the degree possible, the dates such leave is needed.

An employee who fraudulently requests sick leave for the purpose of taking leave to serve in public office may be subject to nonrenewal or termination of his employment contract.

Cross Reference: Policy # 8.17—Noncertified Personnel Political Activity

Legal Reference: A.C.A. § 6-17-115

Date Adopted: 05/16/06

Last Revised:



## **8.10—JURY DUTY – NONCERTIFIED PERSONNEL**

Employees are not subject to discharge, loss of sick leave, loss of vacation time or any other penalty due to absence from work for jury duty, upon giving reasonable notice to the District through the employee's immediate supervisor.

The employee must present the original (not a copy) summons to jury duty to his supervisor in order to confirm the reason for the requested absence.

Employees shall receive their regular pay from the district while serving jury duty, and shall reimburse the district from the stipend they receive for jury duty, up to, but not to exceed, the cost of the substitute hired to replace the employee in his/her absence.<sup>1</sup>

Legal Reference:       A.C.A. § 16-31-106

Date Adopted: 05/16/06

Last Revised:

## **8.10a—NONCERTIFIED PERSONNEL MILITARY LEAVE**

All teachers, administrators, and noncertified personnel employed by any public school in this state who desire to take a leave of absence for the purpose of participating in military training programs or other official duties made available by the Arkansas National Guard or of the reserve branches of the armed forces and all teachers and administrators employed by a public school who desire to take a leave of absence for the purpose of participating in the civil defense and public health training programs made available by the United States Public Health Service shall be entitled to such a leave of absence for a period of fifteen (15) days, plus necessary travel time, in any fiscal year. To the extent that this leave is not used in a fiscal year, it will accumulate for use in the succeeding fiscal year until it totals fifteen (15) days at the beginning of a fiscal year.

Whenever any teacher, administrator, or noncertified employee is granted a leave of absence he/she shall be entitled to his regular salary during the time he/she is away from his duties during such leave of absence.

The teacher or administrator will be responsible for paying for the cost of any substitute employed in the teacher's or administrator's absence.

Such leave of absence shall be in addition to the regular vacation time allowed the employee.

Teachers, administrators, and noncertified personnel called to duty in emergency situations by the Governor or by the President shall be granted leave with pay not to exceed thirty (30) working days, after which leave without pay will be granted. This leave shall be granted in addition to all other leave to which the teacher, administrator, or noncertified person shall be entitled.

An employee having one full year of employment in the Arkadelphia Public School District who is called in to the armed service shall be granted a leave of absence for the length of his/her tour of duty. If this person desires to return to his/her position of employment with the school district, he/she must notify the Superintendent of Schools ninety (90) days prior to his/her being separated from the armed service. Upon receiving an honorable discharge, and being able to carry out his/her duties he/she shall be reinstated, with all benefits, in his/her previous position of equal status and pay scale.

Legal Reference: USERRA Title 38 U.S. Code, Chapter 43, Sections 4301-4333,  
Public Law 103-353  
A.C.A. § 6-17-306

Date Adopted: 01/17/89  
Last Revised:

## **8.10b—NONCERTIFIED PERSONNEL BEREAVEMENT**

Noncertified employee shall be allowed each year, in addition to sick leave, a maximum of four (4) days absence per event, per contract year at full pay for funeral attendance and/or legal business related thereto when circumstances involve the following:

**Noncertified employee's family-** spouse, children, grandchildren, parents, grandparents, brother, sister and other relatives living in the same household

**Noncertified employee's spouse-** parents, brother, sister or grandparents

A maximum of two (2) days absence at full pay shall be allowed for funeral attendance if it involves someone other than those mentioned above.

The maximum leave under this policy is eight (8) days per contract year. Said leave is not accumulative.

Legal Reference: A.C.A § 6-17-1306

Date Adopted: 10/01/71

Last Revised: 04/15/03

## 8.11—OVERTIME, COMPTIME, and COMPLYING WITH FLSA

The Arkadelphia Public School District shall comply with those portions of the Fair Labor Standards Act that relate to the operation of public schools. The act requires that covered employees be compensated for all hours worked at greater than or equal to the applicable minimum wage for workweeks of less than or equal to 40 hours.<sup>A</sup> It also requires that employees be compensated for workweeks of greater than 40 hours at 1 1/2 times their regular rate of pay either monetarily<sup>B</sup> or through compensatory time<sup>C</sup>.

### Definitions

Overtime is hours worked in excess of 40 per workweek. Compensation given for hours **not** worked such as for holidays or sick days do **not** count in determining hours worked per workweek.<sup>D</sup>

Workweek is the seven day consecutive period of time from 12:00AM on Sunday to midnight on the following Saturday.<sup>1</sup> Each workweek is independent of every other workweek for the purpose of determining the number of hours worked and the remuneration entitled to by the employee for that week.<sup>E</sup>

Exempt Employees are those employees who are not covered under the FLSA.<sup>F</sup> They include administrators and professional employees such as teachers, counselors, nurses, and supervisors.<sup>2</sup> Any employee who is unsure of their coverage status should consult with the District's Administration.

Covered Employees (also defined as non-exempt employees) are those employees who are not exempt, generally termed noncertified, and include bus drivers, clerical workers, maintenance personnel, custodians, transportation workers, receptionists, paraprofessionals, food service workers, secretaries, and bookkeepers.

Regular Rate of Pay includes all forms of remuneration for employment<sup>3</sup> and shall be expressed as an hourly rate.<sup>G</sup> For those employees previously paid on a salary basis, the salary shall be converted to an hourly equivalent. Employees shall be paid for each and every hour worked.

### Employment Relationships

1. The District does not have an employment relationship in the following instances.
2. Between the District and student teachers;
3. Between the District and its students;
4. Between the District and individuals who as a public service volunteer or donate their time to the District without expectation or promise of compensation.

The District does not have a joint employment relationship in the following instances.

1. Between the District and off-duty policemen or deputies who are hired on a part-time basis for security purposes or crowd control. The District is separate from and acts independently of other governmental entities.
2. Between the District and any agency contracted with to provide transportation services, security services, or other services.

## **Hours Worked**

Employees shall be compensated for all the time they are required to be on duty<sup>H</sup> and shall be paid for all hours worked each workweek. Employees shall accurately record the hours they work each week.<sup>I</sup>

The District shall determine the manner to be used by employees to accurately record the hours they work. Each employee shall record the exact time they commence and cease work including meal breaks. Employees arriving early may socialize with fellow workers who are off the clock, but shall not commence working without first recording their starting time.<sup>J</sup>

Employees shall sign in/clock in where they start work and sign out/clock out at the site where they cease working. Employees who do not start and end their workday at the same site shall carry a time card or sheet with them to accurately record their times. They shall turn in their time sheets or cards to their immediate supervisor no later than the following Monday morning after reviewing them to be sure that they accurately reflect their hours worked for that week.<sup>4</sup>

Each employee is to personally record his or her own times. Any employee who signs in or out (or who punches a time clock) for another employee or who asks another employee to do so for him or her will be dismissed.

Employees whose normal workweek is less than 40 hours and who work more than their normal number of hours in a given workweek may, at the District's option, be given compensatory time for the hours they worked in excess of their normal workweek in lieu of their regular rate pay. Compensatory time given in this manner shall be subject to the same conditions regarding accumulation and use as compensatory time given in lieu of overtime pay.

## **Breaks and Meals**

Each employee working more than 20 hours per week shall be provided two, paid, 15 minute duty free breaks per workday.<sup>K</sup>

Meal periods which are less than 30 minutes in length or in which the employee is not relieved of duty are compensable.<sup>L</sup> Employees with a bona fide meal period shall be completely relieved of their duty to allow them to eat their meal which they may do away from their work site, in the school cafeteria, or in a break area.

The employee shall not engage in any work for the District during meal breaks except in rare and infrequent emergencies.

## **Overtime**

Covered employees shall be compensated at not less than 1.5 times his or her regular rate of pay for all hours worked over 40 in a workweek.<sup>M</sup> Overtime compensation shall be computed on the basis of the hours worked in each week and may not be waived by either the employee or the District. Overtime compensation shall be paid on the next regular payday for the period in which the overtime was earned.<sup>N</sup>

Employees working two or more jobs for the District at different rates of pay shall be paid overtime at a weighted average of the differing wages.<sup>O</sup> This shall be determined by dividing the total regular remuneration for all hours worked by the number of hours worked in that week to arrive at the weighted average. One half that rate is then multiplied times the number of hours worked over 40 to arrive at the overtime compensation due.<sup>5</sup>

Provided the employee and the District have a written agreement or understanding before the work is performed,<sup>P</sup> compensatory time off may be awarded in lieu of overtime pay for hours worked over 40 in a workweek and shall be awarded on a one-and-one-half (1 1/2) time basis for each hour of overtime worked.<sup>Q</sup> The District reserves the right to determine if it will award compensatory time in lieu of monetary pay for the overtime worked. The maximum number of compensatory hours an employee may accumulate at a time is 20.<sup>6</sup> The employee must be able to take the compensatory time off within a reasonable period of time that is not unduly disruptive to the District.

An employee whose employment is terminated with the District, whether by the District or the employee shall receive monetary compensation for unused compensatory time. Of the following methods, the one that yields the greatest money for the employee shall be used.

1. The average regular rate received by the employee during the last 3 years of employment. Or
2. The final regular rate received by the employee.<sup>R</sup>

### **Overtime Authorization**

There will be instances where the district's needs necessitate an employee work overtime. It is the Board's desire to keep overtime worked to a minimum. To facilitate this, employees shall receive authorization from their supervisor in advance of working overtime except in the rare instance when it is unforeseen and unavoidable.

All overtime worked will be paid in accordance with the provisions of the FLSA, but unless the overtime was pre-approved or fit into the exceptions noted previously, disciplinary action must be taken for failure to follow District policy. In extreme and repeated cases, disciplinary action could include the termination of the employee.

### **Leave Requests**

All covered employees shall submit a leave request form prior to taking the leave if possible. If, due to unforeseen or emergency circumstances, advance request was not possible the leave form shall be turned in the day the employee returns to work. Unless specifically granted by the Board for special circumstances, the reason necessitating the leave must fall within District policy.

Payment for leave could be delayed or not occur if an employee fails to turn in the required leave form. Leave may be taken in a minimum of 4 hour increments.<sup>7</sup>

## **Record Keeping<sup>S</sup> and Postings<sup>T</sup>**

The District shall keep and maintain records as required by the FLSA for the period of time<sup>U</sup> required by the act.<sup>8</sup>

The District shall display minimum wage posters where employees can readily observe them.<sup>9</sup>

## **Cooperation with Enforcement Officials<sup>V</sup>**

All records relating to the FLSA shall be available for inspection by, and District employees shall cooperate fully with, officials from the DOL and/or its authorized representatives in the performance of their jobs relating to:

1. Investigating and gathering data regarding the wages, hours, and other conditions and practices of employment;
2. Entering, inspecting, and/or transcribing the premises and its records;
3. Questioning employees and investigating such facts as the inspectors deem necessary to determine whether any person has violated any provision of the FLSA.

Legal References:      **A:** 29 USC § 206(a), ACA § 6-17-2203  
                              **B:** 29 USC § 207(a)(1), 29 CFR § 778.100  
                              **C:** 29 USC § 207(o), 29 CFR § 553.50  
                              **D:** 29 CFR § 778.218(a)  
                              **E:** 29 CFR § 778.105  
                              **F:** 29 USC § 213(a), 29 CFR §§ 541 et seq.  
                              **G:** 29 USC § 207(e), 29 CFR § 778.108  
                              **H:** 29 CFR §§ 785.9, 785.16  
                              **I:** 29 CFR § 516.2(7)  
                              **J:** 29 CFR §§ 785.1 et seq.  
                              **K:** ACA § 6-17-2205  
                              **L:** 29 CFR §§ 785.19  
                              **M:** 29 USC § 207(a), 29 CFR § 778.100, 29 USC § 207(o), 29 CFR §§ 553.20 – 553.32  
                              **N:** 29 CFR § 778.106  
                              **O:** 29 USC § 207(g)(2), 29 CFR § 778.115  
                              **P:** 29 USC § 207(o)(2)(A), 29 CFR § 553.23  
                              **Q:** 29 CFR § 553.20  
                              **R:** 29 USC § 207(o)(4), 29 CFR § 553.27  
                              **S:** 29 USC § 211(c), 29 CFR §§ 516.2, 516.3, 553.50  
                              **T:** 29 CFR § 516.4  
                              **U:** 29 CFR §§ 516.5, 516.6  
                              **V:** 29 USC § 211(a)(b)

Date Adopted: 05/16/06

Last Revised:

## **8.11a—NONCERTIFIED TIME SCHEDULES**

Hours on duty for each employee are determined by the Assistant Superintendent in cooperation with the principal of the school or the supervisor of the department to which the person is assigned.

Only the Assistant Superintendent for Non-Instructional Programs can authorize overtime.

Based on current practice.

Date Adopted: 09/01/75

Last Revised:



## **8.12— NONCERTIFIED PERSONNEL OUTSIDE EMPLOYMENT**

An employee of the District may not be employed in any other capacity during regular working hours.

An employee may not accept employment outside of his district employment which will interfere, or otherwise be incompatible with the District employment, including normal duties outside the regular work day; nor shall an employee accept other employment which is inappropriate for an employee of a public school.

The Superintendent, or his designee(s), shall be responsible for determining whether outside employment is incompatible, conflicting, or inappropriate.

Legal Reference:       A.C.A. § 6-24-106, 107, 111

Date Adopted: 05/16/06

Last Revised:

### **8.13— NONCERTIFIED PERSONNEL EMPLOYMENT**

All prospective employees must fill out an application form provided by the District, in addition to any resume provided, all of which information is to be placed in the personnel file of those employed.

If the employee provides false or misleading information, or if he withholds information to the same effect, it may be grounds for dismissal.

The Arkadelphia Public School District is an equal opportunity employer and shall not discriminate on the grounds of race, color, religion, national origin, sex, age, or disability.

Date Adopted: 05/16/06

Last Revised:

### **8.13a—NONCERTIFIED PERSONNEL HIRING**

It shall be the duty of the Superintendent with the assistance of the Assistant Superintendent of Non-Instructional Programs, and principals to recommend the employment of the individual members of the noncertified staff to the Board of Education for approval and employment.

Date Adopted: 07/01/71

Last Revised:

### **8.13b—NONCERTIFIED CERTIFICATE OF HEALTH**

Every newly hired public school employee within this state, prior to beginning employment each school year, shall present to the secretary of the Board of Education of the Arkadelphia Public School District a certificate of health dated not more than ninety (90) days prior to the date of its presentation stating that the employee is free from tuberculosis.

The status of the individual regarding possible tuberculosis infection must be determined by a method prescribed by regulation of the State Board of Health, and reactors must undergo sufficient additional tests prescribed by regulation of the board and shall be scheduled for a periodic reexamination according to their risk status.

Certificates of health stating that public school employees are free from tuberculosis infection may be issued by a regularly licensed physician or regularly constituted health authority, but interpretation of any X ray film must be made by a competent roentgenologist or physician experienced in tuberculosis.

All school cafeteria employees and other school employees handling food shall comply with the same health requirements imposed upon employees of restaurants and other food service establishments in the State of Arkansas.

Any teacher or other school employee or member of a Board of Education within this state violating the terms of this section shall be deemed guilty of a misdemeanor and upon conviction be fined not less than twenty-five dollars (\$25.00) nor more than one hundred dollars (\$100).

Legal Reference: A.C.A. § 6-17-101

Date Adopted: 08/16/77

Last Revised:

## **8.14— NONCERTIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES**

Employees shall be reimbursed for personal and/or travel expenses incurred while performing duties or attending workshops or other employment-related functions, provided that prior written approval for the activity for which the employee seeks reimbursement has been received from the Superintendent, principal (or other immediate supervision with the authority to make school approvals), or the appropriate designee of the Superintendent.

It is the responsibility of the employee to determine the appropriate supervisor from which he must obtain approval.

Reimbursement claims must be made on forms provided by the District and must be supported by appropriate, original receipts. Copies of receipts or other documentation are not acceptable, except in extraordinary circumstances. To receive reimbursement for transportation, lodging, meals and other authorized travel expenses, an employee shall present **itemized** receipts for the actual amounts spent.

### **Reimbursement/Charges**

An employee of the Arkadelphia Public School District shall be reimbursed for authorized mileage incurred while performing duties related to on the job only if such travel is requested and approved by the employee's immediate supervisor.

Tips are allowable but must be documented and may not exceed 15% of the cost or charge unless the vendor requires a higher percentage tip as documented by the vendor (i.e. restaurant, cab fare, etc.) Overnight travel shall be approved by the Superintendent.

Credit cards (whether school issued credit cards or employee personal cards) may be used for approved school business and expenses. Credit card charges must be accompanied by an itemized by for charges.

Employees shall be reimbursed for other reasonable travel expenditures according to the current schedule adopted by the Board of Education.

Cross Reference: Policy #7.12

Date Adopted: 05/16/06

Last Revised:

## **8.15— NONCERTIFIED PERSONNEL TOBACCO USE**

Smoking or the use of tobacco, or products containing tobacco in any form, in or on any property owned or leased by the district, including buses or other school vehicles, is prohibited.

Violation of this policy by employees shall be grounds for disciplinary action up to, and including, dismissal.

Legal Reference:       A.C.A. § 6-21-609

Date Adopted: 05/16/06

Last Revised:

## **8.16—DRESS OF NONCERTIFIED EMPLOYEES**

Employees shall ensure that their dress and appearance are professional and appropriate to their positions.

Date Adopted: 05/16/06

Last Revised:

## **8.17— NONCERTIFIED PERSONNEL POLITICAL ACTIVITY**

Employees are free to engage in political activity outside of work hours and to the extent that it does not affect the performance of their duties or adversely affect important working relationships.

It is specifically forbidden for employees to engage in political activities on the school grounds or during work hours. The following activities are forbidden on school property:

1. Using students for preparation or dissemination of campaign materials;
2. Distributing political materials;
3. Distributing or otherwise seeking signatures on petitions of any kind;
4. Posting political materials; and
5. Discussing political matters with students, in or out of the classroom, in other than circumstances appropriate to the employee's responsibilities to the students and where a legitimate pedagogical reason exists.

Date Adopted: 05/16/06

Last Revised:



## **8.18— NONCERTIFIED PERSONNEL DEBTS**

All employees are expected to meet their financial obligations. Employees are encouraged to remedy financial obligations so that payroll garnishments are avoided..

Date Adopted: 05/16/06

Last Revised:

## **8.19— NONCERTIFIED PERSONNEL GRIEVANCES**

### **TERMS**

**Grievance** - A grievance shall be defined as any concern related to personnel policies or salary raised by an employee.

**Grievant** - Any contractual employee(s) may file a grievance.

**Assistants** - All parties may use a representative or assistant of his/her choice, if requested, at any step in the Grievance Procedure.

**Supervisor** - The term "supervisor" shall refer to the immediate supervisor/principal, whoever has the authority or responsibility to deal most efficiently with Grievant's claim.

**Time Limit** - The word "days" shall be employee working days, unless otherwise stated. If the grievance procedure continues after the present contractual period ends, "days" shall be considered as week days, Monday through Friday.

Specified time limits may be extended by mutual agreement in writing.

The failure of a grievant to initiate any grievance within thirty (30) calendar days after the claim of violation occurs shall constitute a bar to further appeal.

### **Step 1**

A grievant and his/her supervisor(s) shall attempt to resolve a problem through informal communication. If the grievant finds that his/her grievance cannot be satisfied through informal discussion, the grievant, using Grievance Form A, will have five (5) days to present the grievance in writing to the supervisor(s) who will have five (5) days after receipt of the grievance to investigate the matter and provide the grievant with a written answer. The reasons upon which the decision was based shall be included in the written answer. This constitutes Step 1.

### **Step 2**

If the grievant is not satisfied with the disposition of his/her grievance, or if no decision has been rendered within the five (5) days after the receipt of the grievance at Step 1, then the grievant may appeal to the Superintendent or his/her official designee, in writing within five (5) days using Grievance Form B. Failure to act on a grievance shall not be an admission of liability or an admission against interest on the part of the school district. The Superintendent shall have five (5) days to provide his/her written decision with reasons upon which his/her decision was based, to the grievant. This constitutes Step 2.

### **Step 3**

If the grievant is not satisfied with the disposition of his/her grievance at Step 2 or if no decision has been rendered within five (5) days after the written appeal in Step 2, then the grievant may

appeal in writing within five (5) days to the Board of Education using Grievance Form C. The president of the Board of Education shall arrange for a hearing with the grievant before the Board, supervisor, and superintendent of schools, to take place at the next regularly scheduled board meeting unless both parties have agreed to a different date. At the hearing, the employee shall have an adequate opportunity to present the grievance, and both parties shall have the opportunity to present and question witnesses. The hearing shall be open or closed to the public at the discretion of the employee. If the hearing is open, the parent or guardian of any student under the age of eighteen (18) years who gives testimony may elect to have the student's testimony given in closed session.

After the Board's hearing, the President shall have five (5) days to provide to the grievant the Board's written decision and reasons upon which the decision was based. The decision of the Board shall be final except that the grievant retains unto himself/herself the right to take his/her grievance to a court of law. This constitutes Step 3.

The determination by the principal, superintendent, or their designees that the concern expressed by the employee is not a grievance may be appealed to the Board of Education for a final decision.

The Board, the Administration, and the grievant will agree to cooperate in the investigation of any grievance and will exchange such information as is requested for processing of any grievance.

During the processing of a grievance, any documents, communication, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant in the office of the Superintendent. After a period of five (5) years, the records will be destroyed.

No employee shall suffer reprisals, reprimands, or reduction in status as a result of having presented a grievance or having represented an employee in a grievance. It is not considered a reprisal if, on the basis of underlying facts, the supervisor(s) or Board takes action against the employee that results in some type of disciplinary action.

Legal Reference: ACA § 6-17-208

Date Adopted: 5/16/06

**GRIEVANCE FORM A**

**STEP 1**

From: \_\_\_\_\_, Grievant

To: \_\_\_\_\_, Supervisor

Grievance: \_\_\_\_\_  
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Written response to grievance filed on: \_\_\_\_\_  
Date

**GRIEVANCE FORM B**

**STEP 1**

From: \_\_\_\_\_, Grievant

To: \_\_\_\_\_, Superintendent

Grievance: \_\_\_\_\_  
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Written response to grievance filed on: \_\_\_\_\_  
Date

**GRIEVANCE FORM C**

**STEP 1**

From: \_\_\_\_\_, Grievant

To: \_\_\_\_\_, President, Arkadelphia Board of Education

Grievance: \_\_\_\_\_  
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Written response to grievance filed on: \_\_\_\_\_  
Date

## **8.20— NONCERTIFIED PERSONNEL SEXUAL HARASSMENT**

The Arkadelphia Public School District is committed to having an academic and work environment in which all students and employees are treated with respect and dignity. Student achievement and amicable working relationships are best attained in an atmosphere of equal educational and employment opportunity that is free of discrimination. Sexual harassment is a form of discrimination that undermines the integrity of the educational environment and will not be tolerated.

Believing that prevention is the best policy, the district will periodically inform students and employees about the nature of sexual harassment, the procedures for registering a complaint, and the possible redress that is available. The information will stress that the district does not tolerate sexual harassment and that students and employees can report inappropriate behavior of a sexual nature without fear of adverse consequences.

It shall be a violation of this policy for any student or employee to be subjected to, or to subject another person to, sexual harassment as defined in this policy. Any employee found, after an investigation, to have engaged in sexual harassment will be subject to disciplinary action up to, and including, termination.

Sexual harassment refers to unwelcome sexual advances, requests for sexual favors, or other personally offensive verbal, visual, or physical conduct of a sexual nature made by someone under any of the following conditions:

1. Submission to the conduct is made, either explicitly or implicitly, a term or condition of an individual's education or employment;
2. Submission to, or rejection of, such conduct by an individual is used as the basis for academic or employment decisions affecting that individual; and/or
3. Such conduct has the purpose or effect of substantially interfering with an individual's academic or work performance or creates an intimidating, hostile, or offensive academic or work environment.

The terms "intimidating," "hostile," and "offensive" include conduct of a sexual nature which has the effect of humiliation or embarrassment and is sufficiently severe, persistent, or pervasive that it limits the student's or employee's ability to participate in, or benefit from, an educational program or activity or their employment environment.

Within the educational or work environment, sexual harassment is prohibited between any of the following: students; employees and students; non-employees and students; employees; employees and non-employees.

Actionable sexual harassment is generally established when an individual is exposed to a pattern of objectionable behaviors or when a single, serious act is committed. What is, or is not, sexual harassment will depend upon all of the surrounding circumstances. Depending upon such circumstances, examples of sexual harassment include, but are not limited to: unwelcome touching; crude jokes or pictures; discussions of sexual experiences; pressure for sexual activity; intimidation by words, actions, insults, or name calling; teasing related to sexual characteristics; and spreading rumors related to a person's alleged sexual activities.

Employees who believe they have been subjected to sexual harassment are encouraged to file a complaint by contacting their immediate supervisor, administrator, or Title IX coordinator who will assist them in the

complaint process. Under no circumstances shall an employee be required to first report allegations of sexual harassment to a school contact person if that person is the individual who is accused of the harassment. To the extent possible, complaints will be treated in a confidential manner. Limited disclosure may be necessary in order to complete a thorough investigation.

Employees who file a complaint of sexual harassment will not be subject to retaliation or reprisal in any form.

Employees who knowingly fabricate allegations of sexual harassment shall be subject to disciplinary action up to and including termination.

Individuals who withhold information, purposely provide inaccurate facts, or otherwise hinder an investigation of sexual harassment shall be subject to disciplinary action up to and including termination.

Legal References: Title IX of the Education Amendments of 1972, 20 USC 1681, et seq.  
Title VII of the Civil Rights Act of 1964, 42 USC 2000-e, et seq.  
A.C.A. § 6-15-1005 (b) (1)

Date Adopted: 05/16/06  
Last Revised:



## **8.21— NONCERTIFIED PERSONNEL SUPERVISION OF STUDENTS**

All District personnel are expected to conscientiously execute their responsibilities to promote the health, safety, and welfare of the District's students under their care. The Superintendent shall direct all principals to establish regulations ensuring adequate supervision of students throughout the school day and at extracurricular activities.

Date Adopted: 05/16/06

Last Revised:

## **8.21b – NON-CERTIFIED PERSONNEL DUTY TO REPORT CHILD ABUSE, MALTREATMENT, OR NEGLECT**

It is the statutory duty of certified school district employees (includes but is not limited to the following school district employees: childcare workers, daycare center workers, licensed nurses, mental health professionals, school officials, social workers, teachers) who have reasonable cause to suspect child abuse or maltreatment to directly and personally report these suspicions to the Arkansas Child Abuse Hotline, by calling 1-800-482-5964. Failure to report suspected child abuse, maltreatment, or neglect by calling the Hotline can lead to criminal prosecution and individual civil liability of the person who has this duty. Notification of local or state law enforcement does not satisfy the duty to report; only notification by means of the Child Abuse Hotline discharges this duty.

The duty to report suspected child abuse or maltreatment is a direct and personal duty, and cannot be assigned or delegated to another person. There is no duty to investigate, confirm, or substantiate statements a student may have made which form the basis of the reasonable cause to believe that the student may have been abused or subjected to maltreatment by another person. Employees and volunteers who call the Child Abuse Hotline in good faith are immune from civil liability and criminal prosecution.

By law, no school district or school district employee may prohibit or restrict an employee or volunteer from directly reporting suspected child abuse or maltreatment, or require that any person notify or seek permission from any person before making a report to the Child Abuse Hotline.

**Legal References:** A.C.A. § 12-18-101 et seq, 107  
A.C.A. § 12-18-201 et seq  
A.C.A. § 12-18-401 et seq, 402

**Date Adopted: 06/17/08 (Policy 4.36b)**  
**Date Revised: 07/17/12**

**ARKADELPHIA SCHOOL DISTRICT NO. 1**

## **8.22—NONCERTIFIED PERSONNEL TECHNOLOGY USE POLICY**

The Arkadelphia Public School District provides computers and/or computer network access for many employees, to assist employees in performing work related tasks. Employees are advised that they enjoy no expectation of privacy in any aspect of their computer use, including email, and that under Arkansas law, both email and computer use records maintained by the district are subject to disclosure under the Freedom of Information Act.

Passwords or security procedures are to be utilized as assigned, and confidentiality of student records relating to personnel is to be maintained at all times. Employees must not disable or bypass security procedures, disclose passwords to other staff members or students, or grant students access to any computer not designated for student use. It is the policy of this school district to equip each computer with Internet filtering software designed to prevent users from accessing material that is harmful to minors. Employees who misuse district-owned technology in any way, including excessive personal use, using computers for personal use during instructional time, using computers to violate any other policy, knowingly or negligently allowing unauthorized access, or using the computers to access or create sexually explicit or pornographic text or graphics, will face disciplinary action, up to and including termination or non-renewal of the employment contract.

Legal References:       20 USC 6801 et seq. (Children’s Internet Protection Act; PL 106-554)  
                              A.C.A. § 6-21-107  
                              A.C.A. § 6-21-111

Date Adopted: 05/16/06  
Last Revised:

## 8.22F—NONCERTIFIED PERSONNEL EMPLOYEE TECHNOLOGY USE AGREEMENT

Name (Please Print) \_\_\_\_\_

School \_\_\_\_\_ Date \_\_\_\_\_

The Arkadelphia Public School District agrees to allow the employee identified above (“Employee”) to use the district’s technology to access the Internet under the following terms and conditions:

1. **Conditional Privilege:** The Employee’s use of the district’s technology is a privilege conditioned on the Employee’s abiding by this agreement.

2. **Acceptable Use:** The Employee agrees that in using the District’s technology he/she will obey all federal and state laws and regulations. Network access is provided as an aid to employees to enable them to better perform their job responsibilities. Under no circumstances shall an Employee’s use of the District’s network access interfere with, or detract from, the performance of his/her job-related duties.

3. **Penalties for Improper Use:** If the Employee violates this agreement and misuses the network, the Employee shall be subject to disciplinary action up and including termination. The technology coordinator and his/her designee has the right to remove any software from district owned equipment where the user cannot provide original copies of the software and/or appropriate license for the software.

### 4. **Use of Computer Hardware:**

- a. Computer hardware is like any other school property and shall be treated accordingly.
- b. Only authorized individuals will install, service, and/or maintain district owned computer hardware.
- c. No district serviced hardware, including cables or peripherals, may be moved without authorization from the technology coordinator and his/her designee.
- d. It is the responsibility of the employee who uses the computer last to turn off the computer and peripherals at the end of the day.
- e. It is the responsibility of the employee and the students and users to keep the computer clean and away from smoke, dust, magnets, food, liquid, and any other foreign materials known to be harmful to the hardware or functionality of the system.
- f. It is the responsibility of the employee who uses the computer to report malfunctions of the hardware to the building technology contact.

### 5. **“Misuse of the District’s computers or network” includes, but is not limited to, the following:**

- a. using the Internet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing community standards;
- b. using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
- c. posting anonymous messages on the system;
- d. using encryption software;
- e. wasteful use of limited resources provided by the school including paper;
- f. causing congestion of the network through lengthy downloads of files;

- g. vandalizing data of another user;
- h. obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
- i. gaining or attempting to gain unauthorized access to resources or files;
- j. identifying oneself with another person's name or password or using an account or password of another user without proper authorization;
- k. using the network for financial or commercial gain without district permission;
- l. theft or vandalism of data, equipment, or intellectual property;
- m. invading the privacy of individuals;
- n. using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
- o. introducing a virus to, or otherwise improperly tampering with, the system;
- p. degrading or disrupting equipment or system performance;
- q. creating a web page or associating a web page with the school or school district without proper authorization;
- r. attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;
- s. providing access to the District's Internet Access to unauthorized individuals; or
- t. taking part in any activity related to Internet use which creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools;
- u. making unauthorized copies of computer software;
- v. personal use of computers during instructional time; or
- w. Installing software on district computers without prior approval of technology director or his/her designee.

6. **Liability for Debts:** Staff shall be liable for any and all costs (debts) incurred through their use of the District's computers or the network including penalties for copyright violations.
7. **No Expectation of Privacy:** The Employee signing below agrees that in using the network through the District's access, he/she waives any right to privacy the Employee may have for such use. The Employee agrees that the district may monitor the Employee's use of the District's network and may also examine all system activities the Employee participates in, including but not limited to e-mail, voice, and video transmissions, to ensure proper use of the system.
8. **Signature:** The Employee, who has signed below, has read this agreement and agrees to be bound by its terms and conditions.

**Employee's Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

Date Adopted: 05/16/06  
 Last Revised:

## **8.23— NONCERTIFIED PERSONNEL FAMILY MEDICAL LEAVE \***

### **Eligibility**

The Arkadelphia Public School District will grant up to twelve (12) weeks of leave in accordance with the Family Medical Leave Act of 1993 (FMLA) to its employees who have been employed by the District for at least twelve (12) months and for 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave. The twelve (12) month period of eligibility shall begin on the first duty day of the school year. Leave will be granted for one or more of the following reasons:

1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition; and
4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

The entitlement to leave for reasons 1 and 2 listed above shall expire at the end of the twelve (12) month period beginning on the date of such birth or placement.

If both the husband and wife are employed by the district and entitled to leave as defined above, the District may, as determined by the needs of the District, limit their leave to a combined total of twelve (12) weeks when taken for reasons 1 or 2 listed above or to care for a parent with a serious health condition.

### **Notice by Employees**

Foreseeable: When the need for leave is foreseeable, the employee must provide the District with at least thirty (30) days advance notice before the leave is to begin. If thirty (30) days is not practicable, such as because of a lack of knowledge of approximately when the leave will be required to begin, notice must be given as soon as practicable. As soon as practicable means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case.

When the need for leave is for reasons 3 or 4 listed above, the employee should provide a medical certification from a health care provider supporting the need for leave at the time the notice for leave is given, but must provide certification at least fifteen (15) days prior to the date the leave is to begin.

Failure by the employee to give thirty (30) days notice may delay the taking of FMLA leave until at least thirty (30) days after the date the employee provides notice to the District.

Unforeseeable: When the approximate timing of the need for leave is not foreseeable, an employee shall provide the District notice of the need for leave as soon as practicable given the facts and circumstances of the particular case. Ordinarily, the employee shall notify the District within two (2) working days of learning of the

need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, telegraph, fax, or other electronic means.

### **Medical Certification**

The required medical certification from a licensed, practicing health care provider of the need for FMLA leave for reasons 3 or 4 listed above shall include the date on which the serious health condition began, the probable duration of the condition, and the appropriate medical facts within the knowledge of the health care provider regarding the condition. For reason 4 listed above, the certification must include a statement that the employee is unable to perform the required functions of his/her position.

Second Opinion: In any case where the District has reason to doubt the validity of the certification provided, the District may require, at its expense, the employee to obtain the opinion of a second health care provider designated or approved by the employer. If the second opinion differs from the first, the District may require, at its expense, the employee to obtain a third opinion from a health care provider agreed upon by both the District and the employee. The opinion of the third health care provider shall be considered final and be binding upon both the District and the employee.

Recertification: The District may request the employee obtain a recertification, at the employees expense, no more often than every thirty (30) days unless one or more of the following circumstances apply;

- x. The employee requests an extension of leave;
- y. Circumstances described by the previous certification have changed significantly; and/or
- z. The District receives information that casts doubt upon the continuing validity of the certification.

The employee must provide the recertification in no more than fifteen (15) calendar days after the District's request.

No second or third opinion on recertification may be required.

### **Concurrent Leave**

The District requires employees to substitute any applicable accrued leave for any part of the twelve (12) week period of FMLA leave. All FMLA leave is unpaid unless substituted by applicable accrued leave.

Workers Compensation: FMLA leave may run concurrently with a workers' compensation absence when the injury is one that meets the criteria for a serious health condition.

### **Health Insurance Coverage**

The District shall maintain coverage under any group health plan for the duration of FMLA leave the employee takes at the level and under the conditions coverage would have been provided if the employee had continued in

active employment with the District. The employee remains responsible for any portion of premium payments customarily paid by the employee. When on unpaid FMLA leave, it is the employee's responsibility to submit their portion of the cost of the group health plan coverage to the District's business office on or before it would be made by payroll deduction.

If an employee gives unequivocal notice of intent not to return to work, or if the employment relationship would have terminated if the employee had not taken FMLA leave the district's obligation to maintain health benefits ceases.

If the employee fails to return from leave after the period of leave to which the employee was entitled has expired, the District may recover the premiums it paid to maintain health care coverage unless:

- a. The employees fails to return to work due to the continuation, reoccurrence, or onset of a serious health condition that entitles the employee to leave under reasons 3 or 4 listed above; and/or
- b. Other circumstances exist beyond the employee's control.

Circumstances under "a" listed above shall be certified by a licensed, practicing health care provider verifying the employee's inability to return to work.

### **Reporting Requirements During Leave**

Employees shall inform the District every two weeks during FMLA leave of their current status and intent to return to work.

### **Return to Work**

Medical Certification: An employee who has taken FMLA leave under reason 4 stated above shall provide the District with certification from a health care provider that the employee is able to resume work.

Return to Previous Position: An employee returning from FMLA leave is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An equivalent position must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, and authority. The employee may not be restored to a position requiring additional licensure or certification.

Failure to Return to Work: In the event that an employee is unable or fails to return to work, the Superintendent will make a determination at that time regarding the documented need for a severance of the employees contract due to the inability of the employee to fulfill the responsibilities and requirements of their contract.

### **Intermittent Leave**

The District will honor employee requests for intermittent leave as prescribed by the FMLA and that are in the best interests of the District.



## **Policy**

The provisions of this policy are intended to be in line with the provisions of the FMLA. If any conflict(s) exist, the Family Medical Leave Act of 1993 shall govern.

Legal References:       29 USC 2601 et seq.  
                              29 CFR 825.100 et seq.

Date Adopted: 05/16/06  
Last Revised:

\* All school districts are covered under the Family Medical Leave Act and are required to keep certain payroll and employee identification records and post pertinent notices regarding FMLA for its employees. Employees, however, are only eligible for FMLA benefits if the district has 50 or more employees within a 75-mile radius of the district's offices. Your district may choose to offer FMLA benefits to your employees even though they are not technically eligible. If your district has less than 50 employees and chooses not to offer FMLA benefits, the following policy serves to inform your employees of why FMLA benefits do not apply to them and could help to avoid possible confusion resulting from the posting of FMLA notices.

## **8.24—SCHOOL BUS DRIVER’S USE OF CELL PHONES**

Any driver of a motor vehicle which is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District, and is operated for the transportation of children to or from school or school sponsored activity shall not operate a cell phone unless the vehicle is safely off the road with the parking brake engaged.

Legal Reference:           A.C.A. § 6–19–120  
                                  ADE Rules and Regulations Governing Mobile Phone Usage by School Bus Drivers

Date Adopted: 05/16/06  
Last Revised:

## **8.25— NONCERTIFIED PERSONNEL CELL PHONE USE**

Use of cell phones by employees during instructional time or other district paid time during the school day is strictly forbidden. This does not include administration use or other pre-approved use of cell phones when conducting school business.

Date Adopted: 05/16/06

Last Revised:

## **8.26—NONCERTIFIED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING**

School employees who have witnessed, or are reliably informed that, a student has been a victim of bullying as defined in this policy, including a single action which if allowed to continue would constitute bullying, shall report the incident(s) to the principal. The principal or his/her designee shall be responsible for investigating the incident(s) to determine if disciplinary action is warranted.

District staff are required to help enforce implementation of the district's anti-bullying policy. The district's definition of bullying is included below. Students who bully another person are to be held accountable for their actions whether it occurs on school grounds; off school grounds at a school sponsored or approved function, activity, or event; or going to or from school or a school activity. Students are encouraged to report behavior they consider to be bullying, including a single action which if allowed to continue would constitute bullying, to their teacher, staff member, or the building principal. The report may be made anonymously.

Definition:

Bullying is any pattern of behavior by a student, or a group of students, that is intended to harass, intimidate, ridicule, humiliate, or instill fear in another child or group of children. Bullying behavior can be a threat of, or actual, physical harm or it can be verbal abuse of the child. Bullying is a series of recurring actions committed over a period of time directed toward one student, or successive, separate actions directed against multiple students.

Examples of "Bullying" may include but are not limited to a pattern of behavior involving one or more of the following:

1. Sarcastic "compliments" about another student's personal appearance,
2. Pointed questions intended to embarrass or humiliate,
3. Mocking, taunting or belittling,
4. Non-verbal threats and/or intimidation such as "fronting" or "chesting" a person,
5. Demeaning humor relating to a student's race, gender, ethnicity or personal characteristics,
6. Blackmail, extortion, demands for protection money or other involuntary donations or loans,
7. Blocking access to school property or facilities,
8. Deliberate physical contact or injury to person or property,
9. Stealing or hiding books or belongings, and/or
10. Threats of harm to student(s), possessions, or others.

**Notes:** A school employee who has reported violations under the school district's policy shall be immune from any tort liability which may arise from the failure to remedy the reported incident.

Legal Reference: A.C.A. § 6-18-514

Date Adopted: 05/16/06

Last Revised:

## **8.27—NONCERTIFIED PERSONNEL LEAVE — INJURY FROM ASSAULT**

Any staff member who, while in the course of their employment, is injured by an assault or other violent act; while intervening in a student fight; while restraining a student; or while protecting a student from harm, shall be granted a leave of absence for up to one (1) year from the date of the injury, with full pay.

A leave of absence granted under this policy shall not be charged to the staff member's sick leave.

In order to obtain leave under this policy, the staff member must present documentation of the injury from a physician, with an estimate for time of recovery sufficient to enable the staff member to return to work, and written statements from witnesses (or other documentation as appropriate to a given incident) to prove that the incident occurred in the course of the staff member's employment.

Legal Reference:       A.C.A. § 6-17-1308

Date Adopted:         05/16/06  
Last Revised:

## **8.28— DRUG FREE WORKPLACE - NONCERTIFIED PERSONNEL**

The conduct of district staff plays a vital role in the social and behavioral development of our students. It is equally important that the staff have a safe, healthful, and professional environment in which to work. To help promote both interests, the district shall have a drug free workplace. It is, therefore, the district's policy that district employees are prohibited from the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances, illegal drugs, inhalants, alcohol, as well as inappropriate or illegal use of prescription drugs. Such actions are prohibited both while at work or in the performance of official duties while off district property; violations of this policy will subject the employee to discipline, up to and including termination.

To help promote a drug free workplace, the district shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the district's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance abuse programs, and the penalties that may be imposed upon employees for drug abuse violations. (Insert substance abuse resources here.)<sup>1</sup>

Should any employee be found to have been publicly under the influence of, or in illegal possession of, any illegal drug, controlled substance or alcohol, whether or not engaged in any school or school-related activity, the employee may be subject to discipline, up to and including termination.

Possession, use or distribution of drug paraphernalia by any employee, whether or not engaged in school or school-related activities, may subject the employee to discipline, up to and including termination. Possession in one's vehicle or in an area subject to the employee's control will be considered to be possession as though the substance were on the employee's person.

It shall not be necessary for an employee to test at a level demonstrating intoxication by any substance in order to be subject to the terms of this policy. Any physical manifestation of being under the influence of a substance may subject an employee to the terms of this policy. Those physical manifestations include, but are not limited to: unsteadiness; slurred speech; dilated or constricted pupils; incoherent and/or irrational speech; or the presence of an odor associated with a prohibited substance on one's breath or clothing.

Should an employee desire to provide the District with the results of a blood, breath or urine analysis, such results will be taken into account by the District only if the sample is provided within a time range that could provide meaningful results and only by a testing agency chosen or approved by the District. The District shall not request that the employee be tested, and the expense for such voluntary testing shall be borne by the employee.

Any employee who is charged with a violation of any state or federal law relating to the possession, use or distribution of illegal drugs, other controlled substances or alcohol, or of drug paraphernalia, must notify his immediate supervisor within five (5) week days (i.e., Monday through Friday, inclusive, excluding holidays) of being so charged. The supervisor who is notified of such a charge shall notify the Superintendent immediately. If the supervisor is not available to the employee, the employee shall notify the Superintendent within the five (5) day period.

Any employee so charged is subject to discipline, up to and including termination. However, the failure of an

employee to notify his supervisor or the Superintendent of having been so charged shall result in that employee being recommended for termination by the Superintendent.

Any employee convicted of any criminal drug statute violation for an offense that occurred while at work or in the performance of official duties while off district property shall report the conviction within 5 calendar days to the superintendent. Within 10 days of receiving such notification, whether from the employee or any other source, the district shall notify federal granting agencies from which it receives funds of the conviction. Compliance with these requirements and prohibitions is mandatory and is a condition of employment.

Any employee convicted of any state or federal law relating to the possession, use or distribution of illegal drugs, other controlled substances or alcohol, or of drug paraphernalia, shall be recommended for termination.

Any employee who must take prescription medication at the direction of the employee's physician, and who is impaired by the prescription medication such that he cannot properly perform his duties shall not report for duty. Any employee who reports for duty and is so impaired, as determined by his supervisor, will be sent home. The employee shall be given sick leave, if owed any. The District or employee will provide transportation for the employee, and the employee may not leave campus while operating any vehicle. It is the responsibility of the employee to contact his physician in order to adjust the medication, if possible, so that the employee may return to his job unimpaired. Should the employee attempt to return to work while impaired by prescription medications, for which the employee has a prescription, he will, again, be sent home and given sick leave, if owed any; Should the employee attempt to return to work while impaired by prescription medication a third time the employee may be subject to discipline, up to and including a recommendation of termination.

Any employee who possesses, uses, distributes or is under the influence of a prescription medication obtained by a means other than his own current prescription shall be treated as though he was in possession, possession with intent to deliver, or under the influence, etc. of an illegal substance. An illegal drug or other substance is one which is (a) not legally obtainable; or (b) one which is legally obtainable, but which has been obtained illegally. The District may require an employee to provide proof from his physician and/or pharmacist that the employee is lawfully able to receive such medication. Failure to provide such proof, to the satisfaction of the Superintendent, may result in discipline, up to and including a recommendation of termination.

Legal References: 41 USC § 702, 703, and 706

Date Adopted: 05/16/06  
Last Revised:



**8.28F—DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT**

CERTIFICATION

I, hereby certify that I have been presented with a copy of the Arkadelphia Public School District’s drug-free workplace policy, that I have read the statement, and that I will abide by its terms as a condition of my employment with District.

Signature \_\_\_\_\_

Date \_\_\_\_\_

## 8.29—REQUIREMENTS FOR PARAPROFESSIONALS

No Child Left Behind (NCLB) requires that Title I paraprofessionals who have any student instructional contact be “highly qualified.” This requires that, at a minimum, they shall have:

1. completed at least 2 years of study at an institution of higher education;
2. obtained an associate's (or higher) degree;
3. taken and passed the Parapro Assessment Test certifying they are highly qualified; or
4. satisfied any other state or federal requirement for paraprofessionals to be “highly qualified.”

New employees hired as paraprofessionals are required to have met the qualifications criteria as an initial condition for employment. Title I paraprofessionals who have any student instructional contact already employed by the district as of January 8, 2002 must be able to meet the qualifications criteria by January 1, 2006.

The superintendent shall determine if, in his or her opinion, a paraprofessional employed by the district prior to January 8, 2002 may be reasonably expected to satisfy the requirements imposed by NCLB or state requirements by January 1, 2006.<sup>1</sup> No later than 30 days prior to each paraprofessional’s contract commencement date the superintendent shall notify paraprofessional employees deemed unlikely to satisfy NCLB and/or state requirements that they are being recommended for non-renewal. In the event that, subsequent to contract renewal, the superintendent determines the paraprofessional employee does not meet the definition of “highly qualified,” it shall be grounds for termination of the paraprofessional’s contract of employment.

An exception to the highly qualified requirements of NCLB is allowed for paraprofessionals who are proficient in English and a language other than English and who provide services primarily to enhance the participation of children in programs served under Title I by acting as a translator; or whose duties consist solely of conducting parental involvement activities consistent with the requirements of NCLB.

**Note:** <sup>1</sup> For example: if an employee still needs 30 college credit hours to attain highly qualified status by the contract renewal date of Aug 1, the superintendent can reasonably assume there is no way the hours can be obtained in the single semester available between August 1 and January 1.

Legal Reference: 20 USC § 6319(c)(d)(e)

Date Adopted: 05/16/06

Last Revised:

### **8.30—NONCERTIFIED PERSONNEL REDUCTION IN FORCE**

The Board of Education acknowledges its authority to conduct a reduction in force (RIF) when a decrease in enrollment or other reason(s) make such a reduction necessary or desirable. A RIF will be considered when the need for a reduction in the work force exceeds the rate of attrition for that portion of the staff that is in excess of the needs of the district as determined by the superintendent.

In effecting a reduction in force, the primary goals of the school district shall be: what is in the best interests of the students; to maintain accreditation in compliance with the Standards of Accreditation for Arkansas Public Schools and/or the North Central Association; and the needs of the district. A reduction in force will be implemented when the superintendent determines it is advisable to do so and shall be effected through non-renewal, termination, or both. Any reduction in force will be conducted by evaluating the needs and long- and short-term goals of the school district in relation to the staffing of the district.

Legal Reference:       A.C.A. § 6-17-2406

Date Adopted: 05/16/06

Last Revised:

### **8.31—NONCERTIFIED PERSONNEL TERMINATION AND NON-RENEWAL**

For procedures relating to the termination and non-renewal of noncertified employees, please refer to the Public School Employee Fair Hearing Act A.C.A. § 6-17-1701 through 1705. The Act specifically is not made a part of this policy by this reference.

A copy of the code is available in the office of the principal of each school building.

Date Adopted: 05/16/06

Last Revised:

### **8.32—NONCERTIFIED PERSONNEL ASSIGNMENTS**

The assignment of paraprofessionals shall be made by the principal upon approval by the superintendent or his designee. Changes in the assignments may be made as necessary due to changes in the student population, teacher changes, and to best meet the educational needs of the students.

Paraprofessionals are assigned according to **Policy 3.37** of the Arkadelphia Public School District Personnel Policies Manual.

Date Adopted: 05/16/06

Last Revised:

### **8.32a—INSURANCE – BUS DRIVERS**

A person who contracts with the Arkadelphia Public School District to operate a school bus for at least seven hundred twenty (720) hours during the school year, or whose primary source of income during the school year is obtained by operating a school bus or who contracts with the district to operate a school bus and is designated by the Superintendent as a full-time bus driver, regardless of the number of hours for which the person is contracted, is eligible to participate in the Public School Employee Insurance program provided that they pay all costs associated with participating in the Public Employee Insurance Program unless the Arkadelphia Public School District opt to pay all or a portion of that cost.

Legal Reference: A.C.A. § 6-17-1116

Date Adopted: 06/18/91  
Last Revised:

### **8.32b—NONCERTIFIED PERSONNEL RETIREMENT**

Employees shall be eligible for benefits of the retirement systems and other benefits as prescribed by law.

The Board will award a retirement plaque to an employee who is leaving public school employment provided:

1. He/she has been employed in Arkansas Public Schools at least fifteen (15) years, and
2. Has been employed by the Arkadelphia Public Schools at least ten (10) years.

Personnel who have been employed by the Arkadelphia Public School District for the last five (5) years prior to retirement shall be compensated for accumulated sick leave as follows:

- A. All accumulated leave will be multiplied by one-half the daily rate of substitute pay. This product will be multiplied by the percentage indicated in "C" below.
- B. The District will maintain a record of all unused sick leave.
- C. For each year or major portion thereof, more than five (5) in the district, 5% will be added for each year to a maximum of 20 years.

Example:

5 years	– 25%
6 years	– 30%
12 years	– 60%
18 years	– 90%
20 years	– 100%

Example: Records in the district show that an individual has 18 years in Arkadelphia Public Schools. The total number of unused sick days total 110.

$110 \times \frac{1}{2} \text{ Daily Substitute Pay} \times 90\% =$

Date Adopted: 03/24/87

Last Revised: 04/15/03

### **8.32c—NONCERTIFIED SALARY DEDUCTIONS**

Except for payroll deduction required by the state or federal government, all deductions made from salary shall be subject to Board approval and voluntary on the part of the individual employee. For all voluntary deductions, the employee shall complete a form authorizing the deduction and the specific amount. The Superintendent is authorized to establish reasonable cut-off dates for payroll deduction requests.

Legal Reference: 80-1324, 1960  
A.C.A. 6-17-804  
A.C.A. 6-17-805



## **8.32d—ALL EMPLOYEE SERVICE RECOGNITION AWARDS**

For service to the District, the employee shall be recognized in the following ways:

- A. Having served the District five (5) years, the employee will merit a pin with an insignia of Arkadelphia Public Schools.
- B. Having served the District ten (10) years, the employee will merit a “Plaque of Service.”
- C. Having served the District fifteen (15) years, the employee will merit an engraved pen and pencil set.
- D. Having served the District twenty (20) years, the employee will merit an engraved serving tray OR an engraved school district watch.
- E. Having served the District twenty-five (25) years, the employee will merit a very special, individualized gift. A limit of \$200.00 is placed on the gift at this time, to be changed at a later time if needed.
- F. Having served the District thirty (30) years or more, the employee will merit a very special, individualized gift at the year of retirement. A limit of \$350 is placed on the gift at this time, to be changed at a later time if needed.

Each award will be at the recommendation of the Superintendent and officially acted upon by the Board. Presentation will be given at a board meeting or school assembly, done so with the discretion of the employee.

Date adopted: 06/20/84

Last Revised: 05/16/06