

**FLIPPIN SCHOOL DISTRICT**  
**POLICY MANUAL**

**SECTION 8**  
**CLASSIFIED PERSONNEL**

# **SECTION 8—CLASSIFIED PERSONNEL POLICIES**

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## 8.1—CLASSIFIED PERSONNEL SALARY SCHEDULE

Enter your District's salary schedule for this policy which must accurately reflect your district's actual pay practices and is not required by law to include step increases for additional years of experience.<sup>1</sup> State law requires each District to include its classified employee's salary schedule in its written personnel policies unless the District recognizes a classified employees' union in its policies for, among other things, the negotiation of salaries. Your district is required to have a salary schedule for at least the following five categories of classified personnel: 1) Maintenance and Operations; 2) Transportation; 3) Food Service; 4) Secretarial and Clerical; and 5) Aides and Paraprofessionals. The District is required to post the salary schedule, signed by the president of the school board, on its website by September 15 of each year and should place an obvious hyperlink, button, or menu item on the website's homepage that links directly to the current year classified policies and salary schedule.

For the purposes of this policy, an employee must work two thirds (2/3) of the number of their regularly assigned annual work days to qualify for a step increase.<sup>2</sup>

The superintendent has the authority, when recommending an applicant and his/her placement on the District's salary schedule to the Board for its approval, to consider the applicant's previous work experience with similar duties, responsibilities, and skill sets to those job duties and responsibilities the applicant would assume for the District.<sup>3</sup>

Districts shall distribute funding for health insurance coverage in accordance with state law, the Affordable Care Act, and policy 7.23-Health Care Coverage and the Affordable Care Act. The District reserves the right to adjust the monthly distribution as necessary to account for changes in staffing, student population, and the ADE determination of the funding required to be distributed based on the funding matrix. Specifically, the amount distributed to each employee is NOT part of their salary and is NOT guaranteed to be the same from month-to-month or year-to-year.<sup>4</sup>

State law requires each District to include its Classified employee's salary schedule in its written personnel policies. Your District is required to have a salary schedule for at least the following five categories of Classified personnel:

- 1) Maintenance and Operations;
- 2) Transportation;
- 3) Food Service;
- 4) Secretarial and Clerical; and
- 5) Aides and Paraprofessionals.

A.C.A. § 6-13-635) requires the Board to adopt a resolution that it has reviewed and adopted all salary increases of 5% or more, but most of the Act's listing of reasons are statutorily required raises and are paid by the state and not district funds. The Act's language requires the resolution even for an employee who moves from one position to another higher paying position such as going from teaching to administration. None-the-less, the resolution is required. Policy 1.9 directs the Board to review the salaries when adopting changes to this policy.

## 8.1—CLASSIFIED PERSONNEL SALARY SCHEDULE (cont.)

Whereas, the superintendent has identified all changes from last school-year's published salary schedule, and has identified and presented the Board of Directors with each employee's salary increase of 5% or more as required under A.C.A. § 6-13-635 and created a spreadsheet explaining each;

Therefore, the Flippin School District Board of Directors approves and resolves that the spread sheet including those explanations are a factual representation of the raises given for the **insert date** school-year.

Notes: <sup>1</sup>Your district's salary schedule should be inserted in place of this paragraph. The remainder of the policy should remain in the policy. It's important to note that any changes to the salary schedule must go through the PPC and the Board adopt the policy with the actual salary schedule included in the adopted policy. The ADE Rules governing salary schedules includes the following definition which you can use to ensure you have included the data they will be looking for when you are reviewed. "**Classified Salary Schedule** is a set of matrices that are updated and published each school year, which contains the minimum salaries for all five classifications of classified employees and includes ranges, steps, and rates of pay. The salary schedule is required to reflect the actual pay practices of the district." When considering the pros and cons of school issued technology, keep in mind that any correspondence made on such technology (cell phone, iPad, computer) would be subject to inspection under the Freedom of Information Act. Because it is district issued, there would be no differentiation between personal and school use.

<sup>2</sup>Include this sentence only if your district has step increases built into its classified salary schedule. Two thirds (2/3) is merely offered as a suggestion.

<sup>3</sup>This is optional language, but can be useful when trying to attract employees from the private work sector.

<sup>4</sup>The reason for the vagueness of the new policy language is because there is much yet to be decided about the issues involved. The funding contained in the matrix is based on a "prototypical" school of 500 and provides health insurance funding for 34.665 licensed personnel positions. There is NO provision for health insurance funding for classified positions or for any positions beyond what are included in the matrix. Language contained in Acts 3 and 6 of the First Extraordinary Session, 2013 requires districts to expend all the funding it receives from the matrix for health insurance in support of public school health insurance premiums. This language is codified at A.C.A. § 21-5-405(b)(4)(C)(1) and is included in your new law books. The language is horribly vague in terms of defining exactly how the funding levels are to be determined and how often they might be adjusted. For example, will they be calculated quarterly or only be based on your third quarter ADM? Will they be distributed in 11 installments or all at once? What are districts to do as staffing levels, the number of participating employees, and ADM change over the course of a year. These can all have an effect on the per participant amount available/required for districts to distribute to help employees pay their premiums or to go toward a Health Savings Account (HSA).

## 8.1—CLASSIFIED PERSONNEL SALARY SCHEDULE (cont.)

There is no requirement, however, that Bronze Plan employees have an HSA. This presents the potential problem of how to distribute any excess funding evenly as required by A.C.A. § 6-17-117(c)(1). ASBA has discussed these issues with ADE and as of this update, no decision has been reached on the thorny questions.

Cross References: Policy 1.9—POLICY FORMULATION  
7.23-Health Care Coverage and the Affordable Care Act

Legal References: A.C.A. § 6-17-2203  
A.C.A. § 6-17-2301  
A.C.A. § 21-5-405  
ADE Rules Governing School District Requirements for  
Personnel Policies, Salary Schedules, Minimum Salaries, and  
Documents Posted to District Websites

Date Adopted: 04/26/04;  
Last Revised: 01/24/13; 2/18/14

**Note:** *The Flippin School District Salary Schedule is formatted on Excel documents and posted under "Salary Schedule" on Personnel Pages found on the school web-site*

*Print-outs are to be inserted in this section.*

## **8.1a---CLASSIFIED STAFF ADDITIONAL DUTY PAY**

SUBSTITUTE (CERTIFIED): \$70 PER DAY

SUBSTITUTE (CLASSIFIED): \$63 PER DAY

PART TIME STUDENT CUSTODIAN: \$7.00 PER HOUR

CONCESSION COORDINATOR: \$7.50 PER HOUR

GATEKEEPER: \$7.00 PER HOUR

SCORE/CLOCK KEEPER: \$7.00 PER HOUR

BANQUETS: 1 ½ x INDIVIDUAL'S HOURLY RATE (cross-reference: 3.39c)

LITTLE DRIBBLERS INSTRUCTOR: \$200

BUS DRIVER TRIPS: \$10 PER HOUR

Date Approved: 5/23/05

Date Revised: 8/27/07; 12/17/08; 5/26/09;

## 8.1b ---SALARY & VACATION INFORMATION

Salary schedules for each type of employment shall be maintained in the office of the Superintendent. Salaries shall be commensurate to duties performed and the prevailing wage of the area.

**Night custodians** shall receive ten cents (\$.10) more per hour in salary than those working regular daylight hours.

**New food service or maintenance/custodial employees** will start on the part-time step; after a thirty (30) day probationary period, the employee will move to the base step on the recommendation of the supervisor.

**Part-time employees** will receive the same hourly rate of pay for years of service as full-time employees.

**A step increase** on the salary schedule will be earned by fulfilling more than fifty Percent (50%) of the annual contract time for that position.

**Payment of Salary** - Checks will be given to Classified staff as follows:

- 180 day contract: First check-August 30; subsequent checks on the 20<sup>th</sup> of each month, plus one check on June 30<sup>th</sup>.
- 185 day contract: First check-August 30; subsequent checks on the 20<sup>th</sup> of each month, plus one check on June 30<sup>th</sup>.
- 190 day contract: First check-August 30; subsequent checks on the 20<sup>th</sup> of each month, plus one check on June 30<sup>th</sup>.
- 200 day contract: First check –August 30; subsequent checks on the 20<sup>th</sup> of each month, plus one check on June 30<sup>th</sup>.
- 210 day contract: First check – August 20; subsequent checks on the 20<sup>th</sup> of each month, plus one check on June 30<sup>th</sup>.
- 240 day contract: First check – July 20; subsequent checks on the 20<sup>th</sup> of each month.

*Should the pay date fall on Saturday or Sunday, checks will be given on the preceding Friday.*

## **8.1b ---SALARY & VACATION INFORMATION (cont.)**

### **Twelve-Month Employees:**

Twelve (12) month employees on hourly wages shall be paid for the following holidays:

Thanksgiving, Christmas Day, New Years Day, and July 4<sup>th</sup>

Effective July 1, 1986, paid vacations will be provided as follows:

- One year with the school system – one (1) week paid vacation
- Two or more years with the school system – two (2) weeks paid vacation

Employees who are employed on a 12-month contract are allowed two weeks vacation with pay annually. Vacation schedules must be approved by the office of the Superintendent for all non-instructional employees.

Date Approved: 1985-1986

Last Revised: 2/26/07

## **8.1c—CLASSIFIED BENEFITS**

The Flippin School District provides its full-time Classified personnel benefits consisting of the following:

1. Contribution to the teacher retirement system;
2. Contribution to the medical coverage, if employee is enrolled;
3. One (1) sick leave day per calendar month worked;
4. Two (2) personal days per year;
5. Benefit Package:
  - Long-term Disability
  - Life/Accidental Death & Dismemberment \$25,000
  - Hospital Confinement
  - Cancer
  - Dental

*Exception:* Bus drivers receive three (3) days of leave per year. Unused leave will convert to accumulated sick leave, not to exceed forty (40) days maximum.

Legal Reference: A. C. A. § 6-17-201

Date Adopted: 06/25/01

Last Revised: 05/22/06

## 8.1d—SCHOOL CALENDAR

School Calendar recommendations for the next school year's calendar will be solicited from all District staff members\*. That information is to be given to the Certified PPC to be considered in calendar options. All District staff will be given an opportunity to be a part of the calendar survey after recommendations are made. The Flippin School District shall operate by the following calendar:

A.C.A. § 6-17-201 \* Certified and Classified Staff

### Flippin School District 2014-2015 Calendar

Aug 11-15 (M-F)	Teacher Professional Development (30 hrs)
Aug 18 (M)	First Day of School for Students
Sept 1 (M)	Labor Day Holiday
Sept 18 (Th)	Parent/Teacher Conferences 2-8 PM
Oct 17 (F)	End 1st Quarter (43 days)
Oct 20 (M)	Begin 2nd Quarter
Nov 26-28 (W-F)	Thanksgiving Holiday
Dec 19 (F)	End of 2nd Quarter (42 days)
Dec 22 (M)-Jan 2 (F)	Christmas Holiday
Jan 5 (M)	School Resumes for Students (Begin 2nd Semester /3rd Quarter)
Feb 5 (Th)	Parent/Teacher Conferences 2-8 PM
Mar 6 (F)	CAPS Conferences (High School only)
Mar 13 (F)	End of 3rd Quarter (49 days)
Mar 16(M)	Begin 4th Quarter
Mar 23-27 (M-F)	Spring Break
Apr. 3 (F)	Good Friday**
May 15 (F)	Graduation
May 20	Last Day for Student (if no snow days are needed)
May 25	Memorial Day
May 26-29	Snow Days
May 29 (F)	Last Day for Students (if 9 snow days are needed) End of 4th Quarter (44 days)

#### Snow Days:

- Days 1-5 (built in): Good Friday (April 3), and four snow days placed at the end of the calendar (May 21,22,26, 27)
- If only 1 day is needed, we will be in school April 3, Good Friday\*\*
- Days 6-7: May 28-May 29
- Days 8-9: The first two days of Spring Break will be considered as a pair of make-up days.
- Day 10: Memorial Day or May 30.

#### Professional Development (12 days needed):

Five days the week before school (Total=5)

The equivalent of two days to be used after school throughout the school year (Total=7)

Parent Teacher Conferences (Total=9)

One day spread out over the last three days of the school year (Total-10)

**\*PD-12 Hours on your own.**

Updated: 5/27/2014

## **8.2— CLASSIFIED PERSONNEL EVALUATIONS**

Classified 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.

Legal Reference: A.C.A. § 6-17-2301

Date Adopted: 09/13/2004

Last Revised: 05/22/2006 (Legal Reference added)

## **8.3—SELECTION AND ASSIGNMENT**

The Flippin School System shall maintain a staff of employees who are not certified by the State Department of Education in these necessary non-instructional capacities:

Clerical, Custodial, Food Service, Transportation and Maintenance.

These employees shall perform those necessary duties as are stipulated by the Superintendent of Schools.

**SELECTION:** It shall be the duty of the Superintendent of Schools with the assistance of the appropriate supervisor or department head to recommend the employment of the individual member of the non-instructional staff to the Board of Education for approval and employment.

**ASSIGNMENT:** The Superintendent shall consider as far as is possible the wishes of employees in placement and assignment in making building assignments or non-instructional personnel. Employees may be assigned, reassigned, or transferred by decision of the Superintendent. Hours on duty for each employee are determined by the Superintendent of Schools or the supervisor of the department.

All employees shall have the privilege of resigning from the school system upon thirty (30) days notice.

Job Problems – See section 8.19

Date Adopted: 09/13/04

## **8.4— CLASSIFIED EMPLOYEES DRUG TESTING**

### **Scope of Policy**

Each person hired for a position that allows or requires the employee operate a school bus shall meet the following requirements:

1. The employee shall possess a current commercial vehicle drivers license for driving a school bus;
2. Have undergone a physical examination, which shall include a drug test,<sup>1</sup> by a licensed physician or advanced practice nurse within the past two years; and
3. A current valid certificate of school bus driver in service training.<sup>2</sup>

Each person's initial employment for a job entailing a safety sensitive function is conditioned upon the District receiving a negative drug test result for that employee.<sup>3</sup> The offer of employment is also conditioned upon the employee's signing an authorization for the request for information by the District from the Commercial Driver Alcohol and Drug Testing Database.<sup>4</sup>

### **Methods of Testing**

The collection, testing methods and standards shall be determined by the agency or other medical organizations chosen by the School Board 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").

### **Definitions**

"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.

"School Bus" is a motorized vehicle that meets the following requirements:

1. Is designed to carry more than ten (10) passengers;
2. Is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District; and
3. Is operated for the transportation of students from home to school, from school to home, or to and from school events.<sup>5</sup>

## **8.4— CLASSIFIED EMPLOYEES DRUG TESTING (Cont.)**

### **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; No driver shall refuse to submit to an alcohol or drug test in conjunction with # 1,2, and/or 4 above;
- E. 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 who, with knowledge of the driver's job responsibilities, 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;
- F. 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.

## **8.4— CLASSIFIED EMPLOYEES DRUG TESTING (Cont.)**

### **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.

School bus drivers should be aware that refusal to submit to a drug test when the test is requested based on a reasonable suspicion can constitute grounds for criminal prosecution.

### **Consequences for Violations**

Drivers who engage in any conduct prohibited by this policy, who refuse to take a required drug or alcohol test, refuse to sign the request for information required by law, 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>5</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.

## 8.4— CLASSIFIED EMPLOYEES DRUG TESTING (Cont.)

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.

**Notes:** You are required to give drivers a copy of the procedures that will be used in the testing for drugs and alcohol. If you are following your own policy in this regard give your drivers a copy of that policy, if you're using a drug testing company to administer the tests give your drivers a copy of the test administration procedures.

You are required to provide your drivers the name of the person you have designated to answer your drivers questions about the materials you give them regarding drug and alcohol testing. You are also required to give your employees "information pertaining to the effects of alcohol and controlled substance use on an individual's health, work, and personal life; signs and symptoms of an alcohol or a controlled substances problem (the driver's or a co-worker's); and available methods of intervening when an alcohol or a controlled substances problem is suspected, including confrontation, referral to any employee assistance program and/or referral to management.

Give a copy of this policy to your drivers.

Have your drivers sign an acknowledgement that they have received all of the information contained in this policy and these footnotes.

<sup>1</sup>: You have the option of also requiring an alcohol test, but you may not selectively require it, i.e. if you require it for one prospective employee you must require it for all prospective employees.

<sup>2</sup> A.C.A. § 6-19-108(f) requires extracurricular trips be made only by certified bus drivers who have a valid in service training certificate.

<sup>3</sup> While A.C.A. § 6-19-108(e) permits a District to hire a Classified bus driver in an emergency situation, 49CFR382.301 forbids a first time driver (employee) from performing any safety sensitive functions prior to the District receiving a negative drug test for the employee.

<sup>4</sup> While the provisions for fines contained in 27-23-209 do not apply to school Districts, school Districts are still required to comply with this law. It is for this reason, along with simple prudence in not hiring a person who receives a positive drug/alcohol test, that this language is included. The request for information required by the state is in addition to the federal requirement (49CFR40.25(a)(b) that you request drug and alcohol test results from any U.S. Department of Transportation regulated employers who have employed the employee during any period during the two years prior to the date of the employee's application.

## 8.4— CLASSIFIED EMPLOYEES DRUG TESTING (Cont.)

<sup>5</sup> Students are not required to be transported on a school bus as long as the transporting vehicle is not scheduled for a regularly occurring route or takes a route that contains frequent stops to pick up or drop off students.

<sup>6</sup> Employers are required to report to the Office of Driver Services of the Revenue Division of the Department of Finance and Administration within three (3) business days the results of an alcohol test if it was performed due to cause or as part of random testing and the results were positive or the employee refused to provide a specimen for testing.

<sup>7</sup>The drivers covered under this policy are those who operate a vehicle as outlined in the first paragraph, "Scope of Policy." Federal law requires you to remove them from safety-sensitive functions when a drug or alcohol related problem exists, but the law does not enter into the realm of dismissing them from other, non-driving, duties.

This policy is similar to Policy 3.7. If you change this policy, review 3.7 at the same time to ensure applicable consistency between the two.

Legal Reference:       A.C.A. § 6-19-108  
                              A.C.A. § 6-19-119  
                              A.C.A. § 27-23-201 et seq.  
                              49 C.F.R. § 382-101 – 605  
                              49 C.F.R. § part 40  
                              49 C.F.R. § 390.5  
                              Arkansas Division of Academic Facilities and Transportation  
                              Rules Governing Maintenance and Operations of Arkansas Public  
                              School Buses and Physical Examinations of School Bus Drivers

Date Adopted: 09/13/04

Last Revised: 12/17/07; 2/18/14

## 8.5— CLASSIFIED EMPLOYEES SICK LEAVE

### Definitions

1. “Employee” is an employee of the District working 20 or more hours per week who is not required to have a teaching license as a condition of his employment.
2. “Sick Leave” is absence from work due to illness, whether by the employee or a member of the employee’s immediate family, or due to a death in the family. The principal shall determine whether sick leave will be approved on the basis of a death outside the immediate family of the employee.
3. “Excessive Sick Leave” is absence from work , whether paid or unpaid, that exceeds twelve (12) days in a contract year for an employee and that is not excused pursuant to: District policy; the Family Medical Leave Act; a reasonable accommodation of disability under the American’s With Disabilities Act; or due to a compensable Workers’ Compensation claim.
4. “Grossly Excessive Sick Leave” is absence from work, whether paid or unpaid, that exceeds 10% of the employee’s contract length and that is not excused pursuant to: District policy; the Family Medical Leave Act; a reasonable accommodation of disability under the American’s With Disabilities Act; or due to a compensable Workers’ Compensation claim
5. “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 month worked.
6. “Accumulated Sick Leave” is the total of unused sick leave, up to a maximum of one hundred twenty (120) days accrued from previous contract, but not used.
7. “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.

### Sick Leave

The principal has the discretion to approve sick leave for an employee to attend the funeral of a person who is not related to the employee, under circumstances deemed appropriate by the principal.

Employees who are adopting or seeking to adopt a minor child or minor children may use up to 30 sick leave days in any school year for absences relating to the adoption, including time needed for travel, time needed for home visits, time needed for document translation, submission or preparation, time spent with legal or adoption agency representatives, time spent in court and bonding time.

## **8.5— CLASSIFIED EMPLOYEES SICK LEAVE (Cont.)**

See also, 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE, which also applies . Except for bonding time, documentation shall be provided by the employee upon request.<sup>2</sup>

Pay for sick leave shall be at the employee's daily rate of pay, which is that employee's hourly rate of pay times the number of hours normally worked per day. Absences for illness in excess of the employee's accumulated and current sick leave shall result in a deduction from the employee's pay at the daily rate as defined above.

Each employee who misses five (5) or more consecutive days because of illness or accident must submit a doctor's statement or verification. Request may be made by the administration after two (2) days absence.

At the discretion of the principal (or Superintendent), and, if FMLA is applicable, subject to the certification or recertification provisions contained in policy 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE the District may require a written statement from the employee's physician documenting the employee's illness. Failure to provide such documentation of illness may result in sick leave not being paid, or in dismissal.

If the employee's absences disciplinary action may be taken against the employee, which could include termination or nonrenewal of the contract of employment. The superintendent shall have the authority when making his/her determination to consider the totality of circumstances surrounding the absences and their impact on district operations

Excessive absenteeism, whatever the cause, to the extent that the employee is not carrying out his assigned duties to the degree that the education of students or the efficient operation of a school or the District is substantially adversely affected (at the determination of the principal or Superintendent) may result in dismissal.

Any accumulated personal leave days above five (5) will automatically roll into sick leave. Any accumulated personal leave days will be transferred to an employee's sick leave upon retirement or the employee's transfer to another District. Cross Reference: Policy 8.7 & 3.8

Payment of \$10.00 per day shall be made to classified personnel for each day of sick leave not used during the current year. Prior year/years accumulated days are not included in this policy. Retiring staff will be paid for unused sick days at current substitute pay rate for their position upon notification from the Arkansas Teacher Retirement System. (Effective 2001-2002 school year)

### **Sick Leave and Family Medical Leave Act (FMLA) Leave**

When an employee takes sick leave, the District shall determine if the employee is eligible for FMLA leave and if the leave qualifies for FMLA leave. The District may request additional information from the employee to help make the applicability<sup>3</sup> determination.

## 8.5— CLASSIFIED EMPLOYEES SICK LEAVE (cont.)

If the employee is eligible for FMLA leave and if the leave qualifies under the FMLA, the District will notify the employee in writing, of the decision within five (5) workdays. If the circumstances for the leave as defined in policy 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE don't change, the District is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave within any applicable twelve (12) month period. To the extent the employee has accrued paid sick leave, any sick leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave including once an employee exhausts his/her accrued sick leave, vacation or personal leave. See 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE.

### Sick Leave and Outside Employment

Sick leave related absence from work (e.g. sick leave for personal or family illness or accident, Workers Comp, and FMLA) inherently means the employee is also incapable of working at any source of outside employment. Except as provided in policy 8.36, if an employee who works a non-district job while taking district sick leave for personal or family illness or accident, Workers Comp, or FMLA shall be subject to discipline up to and including termination.

**Notes:** Mirror Policy - 3.8. This policy is similar to Policy 3.8. If you change this policy, review 3.8 at the same time to ensure applicable consistency between the two.

<sup>1</sup> For classified employees your District has the choice of crediting sick leave days up front as is done for licensed employees, or of crediting sick leave at the rate of one day per month worked. Choose your method and delete the portion of this sentence that doesn't reflect your choice.

<sup>2</sup> This paragraph is optional. Leave for adoption is protected by FMLA, but FMLA leave is unpaid unless otherwise provided for in policy. By including this paragraph, you would allow the employee to receive sick leave pay for the days missed during the adoption process. If you choose to include it, select the number of days of sick leave an employee may use annually for the adoption/bonding process (15 is not a required number of days).

<sup>3</sup> As used in this policy, "applicable" is a very important word. Some leave taken under FMLA also applies to sick leave and therefore, the employee will get paid for the leave to the extent the employee has sick leave accrued. Other leave taken under FMLA is not applicable to sick leave and therefore the FMLA leave is unpaid unless vacation or personal leave is available.. For instance, "applicable leave" in terms of time taken under FMLA due to the birth of a child will vary depending on the language in your District's policy on sick leave.

## **8.5— CLASSIFIED EMPLOYEES SICK LEAVE (cont.)**

For instance, if sick leave may be taken “for reason of personal illness or illness in the immediate family” (based on the statutory definition in 6-17-1302, and an employee gives birth to a child, she may take sick leave for the amount of time that her personal physician deems it necessary for her to physically recover from childbirth. Once the medically necessary time has passed, sick leave is no longer appropriate and cannot be used. While under the FMLA, the employee could take additional time off work, she would need to take unpaid FMLA leave for this purpose, unless she had personal days or vacation days available. However, if your District has a much more liberal definition of sick leave in District policy, the results could be entirely different. Another example would be the potential for overlap between pregnancy complications that arise to the level of a “serious health condition.” For instance, pregnancy complications that rose to the level of a “serious health condition” would qualify for both, while missing work for a dentist’s appointment would qualify for sick leave, but would not qualify for FMLA leave. Consult policy 8.23— CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE when making the determination of what sick leave qualifies under both policies. It may also be helpful to consult 29 CFR 825. 113, 114 , and 115 which are available by calling the ASBA office.

Cross Reference: 8.12—CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT  
8.23— CLASSIFIED PERSONNEL FAMILY MEDICAL  
LEAVE Mirror Policy -3.8  
8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND  
WORKERS’ COMPENSATION

Legal References: A.C.A. § 6-17-1301 et seq.  
29 USC §§ 2601 et seq.  
29 CFR 825.100 et seq.

Date Adopted: 9/13/2004

Last updated: 9/25/2006; 10/27/2008; 6/27/2011; 07/27/2012; 1/24/2013; 2/18/2014

### **8.5a - ABSENCE – NOTIFICATION**

If a staff member is absent or needs to leave campus early, that employee must contact their immediate supervisor before the workday begins or before they leave campus.

Date Adopted: 09/06/05

## **8.6— DONATION OF SICK LEAVE DAYS**

Donation of sick leave days may be granted upon request by any employee who works more than 20 hours per week. Donation days must be approved by immediate supervisor and superintendent.

Donated sick leave is not a sick leave “pool”, rather a voluntary gift from one employee with accumulated days of sick leave to another employee who has exhausted his or her accumulated sick leave days.

This process will involve a lateral transfer of a designated number of sick leave days between employees as decided by the giver. The given days would not go into a pool to be accessed by any other employee. The intent of the policy is to allow employees to help their fellow employees in times of need.

Any employee has the right to request from the board additional sick days when all their days have been exhausted, if other employees are willing to donate days to them.

No employee shall receive more than 120 days of donated sick leave during his or her time of employment with the Flippin School District. (Effective 07/01/99)

Date Adopted: 09/13/04

## **8.7— CLASSIFIED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE**

### **PERSONAL LEAVE**

For the District to function efficiently and have the necessary personnel present to effect a high achieving learning environment, employee absences need to be kept to a minimum. The District acknowledges that there are times during the school year when employees have personal business that needs to be addressed during the school day. Each full-time employee shall receive two (2) days of personal leave per contract year. The leave may be taken in increments of no less than one hour.

Employees shall take personal leave or leave without pay for those absences which are not due to attendance at school functions which are related to their job duties and do not qualify for other types of leave (Sick Leave or Professional Leave). School functions, for the purposes of this policy, means: Athletic or academic events related to a public school District; and meetings and conferences related to education.

The determination of what activities meet the definition of a school function shall be made by the employee's immediate supervisor or designee. In no instance shall paid leave in excess of allotted vacation days and/or personal days be granted to an employee who is absent from work while receiving remuneration from another source as compensation for the reason for their absence.

Any employee desiring to take personal leave may do so by making a written request to his supervisor at least two (2) days prior to the time of the requested leave. The two-day requirement may be waived by the supervisor when the supervisor deems it appropriate. These days cannot be used the first two weeks of school, or the last two weeks of school, or a day preceding or following a school vacation, except in the case of an emergency approved by the Superintendent.

Employees who fail to report to work when their request for a personal day has been denied or who have exhausted their allotted personal days, shall lose their daily rate of pay for the day(s) missed (leave without pay). While there are instances where personal circumstances necessitate an employee's absence beyond the allotted days of sick and/or personal leave, any employee who requires leave without pay must receive advance permission (except in medical emergencies) and/or as permitted by policy 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE )from their immediate supervisor. Failure to report to work without having received permission to be absent is grounds for discipline, up to and including termination.

## **8.7— CLASSIFIED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE**

Personal Days may be accumulated. No more than five (5) days may be used in one year and no more than five (5) days may be carried over to the next year. Any accumulated personal leave days above five (5) will automatically roll into sick leave. Any accumulated personal leave days will be transferred to an employee's sick leave upon retirement or the employee's transfer to another District. (Cross reference: Policy 8.5 & 3.8)

Legal Reference: A.C.A. § 6-17-211  
Date Adopted: 9/13/2004  
Last revised: 12/17/2007; 10/27/2008

## **8.8—CLASSIFIED PERSONNEL RESPONSIBILITIES IN DEALING WITH SEX OFFENDERS ON CAMPUS**

Individuals who have been convicted of certain sex crimes must register with law enforcement as sex offenders. Arkansas law places restrictions on sex offenders with a Level 1 sex offender having the least restrictions (lowest likelihood of committing another sex crime), and Level 4 sex offenders having the most restrictions (highest likelihood of committing another sex crime).

While Levels 1 and 2 place no restrictions prohibiting the individual's presence on a school campus, Levels 3 and 4 have specific prohibitions. These are specified in Policy 6.10—SEX OFFENDERS ON CAMPUS (MEGAN'S LAW) and it is the responsibility of District staff to know and understand the policy and, to the extent requested aid school administrators in enforcing the restrictions placed on campus access to Level 3 and Level 4 sex offenders.

It is the intention of the board of directors that District staff not stigmatize students whose parents or guardians are sex offenders while taking necessary steps to safeguard the school community and comply with state law. Each school's administration should establish procedures so attention is not drawn to the accommodations necessary for registered sex offender parents or guardians.  
\*

Cross Reference: 6.10—SEX OFFENDERS ON CAMPUS (MEGAN'S LAW)

Notes: This policy is similar to Policy 3.12. If you change this policy, review 3.12 at the same time to ensure applicable consistency between the two. \* For example, if a sex offender parent will arrive for conferences at the same time as other parents, staff should escort additional parents to their student's classroom, not just the sex offender parent. All principals, designees, and school employees who will or may have contact with the sex offender parents shall be required to keep confidential both the sex offender status and sex offender accommodations made for a parent.

Legal Reference: A.C.A. § 12-12-913 (g) (2)  
Arkansas Department of Education Guidelines for  
"Megan's Law"  
A.C.A. § 5-14-132

Date Adopted: 12/17/2007 (New)

Last Revised: 10/27/2008 (Legal referenced changed)

## **8.9—PUBLIC OFFICE – CLASSIFIED 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 sick leave will be granted for the employee's participation in such public office. The employee may take 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—Classified Personnel Political Activity

Legal Reference: A.C.A. § 6-17-115

Date Adopted: 9/13/2004

## **8.10—JURY DUTY – CLASSIFIED 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) of the 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>

**Notes:** This policy is similar to Policy 3.14. If you change this policy, review 3.14 at the same time to ensure applicable consistency between the two.

<sup>1</sup> This sentence is totally optional. Please note that public employees are exempt by law from jury duty recovery fees. Since school employees are not state employees, the law does not apply, but you may be asked about it by an employee.

Legal Reference: A.C.A. § 16-31-106

Date Adopted:

Last Revised: 4/26/10

## **8.11--OVERTIME, COMPTIME, and COMPLYING WITH FLSA**

The Flippin 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 ½ times their regular rate of pay either monetarily 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 work week.<sup>D</sup>

Workweek is the seven day consecutive period of time from 12:00AM on Sunday to midnight on the following Saturday. 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. Any employee who is unsure of their coverage status should consult with the District's Administration.

### **Definitions**

Covered Employees (also defined as non-exempt employees) are those employees who are not exempt, generally termed Classified, 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 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**

The District does not have an employment relationship in the following instances:

1. Between the District and student teachers;
2. Between the District and its students;
3. Between the District and individuals who as a public service volunteer or donate their time to the District without expectation or promise of compensation.

## **8.11--OVERTIME, COMPTIME, and COMPLYING WITH FLSA (cont.)**

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>

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.

## **8.11—OVERTIME, COMPTIME, and COMPLYING WITH FLSA (Cont.)**

### **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.

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 40. 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.

## **8.11—OVERTIME, COMPTIME, and COMPLYING WITH FLSA (cont.)**

### **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 1 hour increments

### **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. The District shall display minimum wage posters where employees can readily observe them.

### **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

## **8.11—OVERTIME, COMPTIME, and COMPLYING WITH FLSA (cont.)**

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©, 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: 9/13/2004

## **8.12— CLASSIFIED 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.

When a classified employee is additionally employed by the District by a contract for a second classified position or to perform supplementary duties for a stipend or multiplier, the duties, expectations, and obligations of the primary position employment contract shall prevail over all other employment duties unless the needs of the district dictate otherwise. If there is a conflict between the expectations of the primary position and any other contracted position, the employee shall notify the employee's building principal as far in advance as is practicable. The Building principal shall verify the existence of the conflict by contacting the supervisor of the secondary contracted position. The building principal shall determine the needs of the district on a case-by-case basis and rule accordingly. The principal's decision is final with no appeal to the Superintendent or the School Board. Frequent conflicts or scheduling problems could lead to the non-renewal or termination of the conflicting contract of employment or the contract to perform the supplementary duties.

For employees who work two or more jobs for the District, the superintendent or designee shall specify which is the employee's primary job. If circumstances change, the determination can be changed to reflect the current needs of the District. Furthermore, if on any given day, one of the employee's jobs requires more hours worked than is customary, the District reserves the right to lessen the number of hours the employee may work in his/her other job such that the employee does not exceed forty (40) hours worked in that week.<sup>1</sup>

### **Sick Leave and Outside Employment**

Sick leave related absence from work (e.g. sick leave for personal or family illness or accident, Workers Comp, and FMLA) inherently means the employee is also incapable of working at any source of outside employment. Except as provided in policy 8.26, if an employee who works a non-district job while taking district sick leave for personal or family illness or accident, Workers Comp, or FMLA shall be subject to discipline up to and including termination.

## **8.12— CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT (cont.)**

**Notes:** This policy is similar to Policy 3.18. If you change this policy, review 3.18 at the same time to ensure applicable consistency between the two.

<sup>1</sup> The fact that a district may reduce an employee's hours for one job due to extra hours being worked in the employee's second job does NOT permit the district to require the same duties in the reduced hours job, but merely pay for it to be done in fewer hours. Please also note that districts are obligated under the Fair Labor Standards Law (FLSA) (see policy 8.11) to pay every hourly employee (other than those few classified employees who meet FLSA's definition of "supervisor") for every minute worked. Classified employees' wages have to be based on an hourly wage even if paid as a salary; there are methods for determining the "blended" rate for employees working more than 40 hours in a week who are paid on the basis of more than one hourly wage. These requirements also apply to the calculation of stipends.

Cross References:   8.5—CLASSIFIED EMPLOYEES SICK LEAVE  
                          8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE  
                          8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES  
                          AND WORKERS' COMPENSATION

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

Date Adopted: 09/13/2004

Last Revised: 2/18/2014

## **8.13— CLASSIFIED PERSONNEL EMPLOYMENT**

All prospective employees must fill out an application form provided by the District, in addition to any resume provided, all of the information provided 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. . In particular, it will be considered a material misrepresentation and grounds for termination of contract of employment if an employee's application information is discovered to be other than as was represented by the employee, either in writing on application materials or in the form of representations made to the school district

It is grounds for termination of contract of employment if an employee fails a criminal background check or receives a true report on the Child Maltreatment Central Registry check.

An employee who receives notification of a failure to pass a criminal background check or a true result on the Child Maltreatment Central Registry check shall have thirty (30) days following the notification to submit to the superintendant, or designee, a written request for a hearing before the Board to request a waiver. The written request should include any documentation, such as police reports, or other materials that are related to the event giving rise to the failed background check or true result on the Child Maltreatment Registry as well as information supporting your request for the waiver. Employees requesting a board hearing to request a waiver should be aware that this hearing is subject to the Arkansas Freedom of Information Act and it must be fully open to the public as a result.

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

In accordance with Arkansas law<sup>1</sup>, the District provides a veteran preference to applicants who qualify for one of the following categories:

1. a veteran without a service-connected disability;
2. a veteran with a service-connected disability;
3. a deceased veteran's spouse who is unmarried throughout the hiring process; or

For purposes of this policy, "veteran" is defined as:

- a. A person honorably discharged from a tour of active duty, other than active duty for training only, with the armed forces of the United States; or
- b. Any person who has served honorably in the National Guard or reserve forces of the United States for a period of at least six (6) years, whether or not the person has retired or been discharged.

## 8.13— CLASSIFIED PERSONNEL EMPLOYMENT (cont.)

In order for an applicant to receive the veterans preference, the applicant must be a citizen and resident of Arkansas, be substantially equally qualified as other applicants and do all of the following:

1. Indicate on the employment application the category the applicant qualifies for;
2. Attach the following documentation, **as applicable**, to the employment application:
  - Form DD-214 indicating honorable discharge;
  - A letter dated within the last six months from the applicant's command indicating years of service in the National Guard or Reserve Forces as well as the applicant's current status;
  
  - Marriage license;
  - Death certificate;
  - Disability letter from the Veteran's Administration (in the case of an applicant with a service-related disability).

Failure of the applicant to comply with the above requirements shall result in the applicant not receiving the veteran preference; in addition, meeting the qualifications of a veteran or spousal category does not guarantee either an interview or being hired.

**Notes:** This policy is similar to Policy 3.19. If you change this policy, review 3.19 at the same time to ensure applicable consistency between the two.

<sup>1</sup> Act 444 of 2013, as codified at A.C.A. § 21-3-301 et seq., added public schools to the list of employers required to provide a preference to applicants who qualify for a veteran or a deceased veteran's spouse category when selecting interview candidates, during the interview process, in selecting a new employee.

A.C.A. § 21-3-302 covers the requirements for giving a veteran preference during the application, interview, and hiring processes. The statute does not require districts to use a particular scoring method to demonstrate giving a preference and districts can continue using the system they have previously been using. However, A.C.A. § 21-3-302 and A.C.A. § 21-3-303 require districts be able to demonstrate that any qualifying applicant was given a preference during the entire application, interview, and hiring, processes.

If a veteran who is not hired requests, the district must provide the veteran with his/her base score, adjusted score, and the successful candidate's score. While there is no statutorily required method, ASBA suggests districts use a numerical scoring rubric for the entire hiring process. The use of such a rubric makes it easy to demonstrate a preference was given as you can point to where qualifying applicants received additional points. Districts that don't use a numerical scoring method are required, upon a veteran's request, to provide all documentation allowed to be released under FOIA to the veteran to demonstrate how the preference was used to develop the list of qualified candidates to be interviewed and to select the person actually hired.

## **8.13— CLASSIFIED PERSONNEL EMPLOYMENT (cont.)**

Legal References:     A.C.A. § 6-17-414  
                          A.C.A. § 21-3-302  
                          A.C.A. § 21-3-303  
                          A.C.A. § 25-19-101 et seq.

Date Adopted: 9/13/2004; 6/27/2011  
Last Revised: 2/18/2014

## **8.14— CLASSIFIED 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 and that the employee's attendance/travel was at the request of the District.

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, signed by the employee. Tips cannot be handwritten on receipt; they must be printed on receipt in order to receive reimbursement.

The provisions of policy 7.12---EXPENSE REIMBURSEMENT are incorporated by reference into this policy.

[Flippin School District will pay up to the current Coop rate per day for meals. Any amount above this will be the responsibility of the faculty/staff member. The District will pay for hotel expenses according to the rate of the convention hotel for the conference. Any one who desires to stay at a more expensive hotel will pay the difference at his/her own expense.]

Cross Reference: Policy # 7.12

Date Adopted: 9/13/2004  
Date Revised: 2/06/2007; 6/27/2011

## **8.15— CLASSIFIED 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.

Any person violating the provisions of this section shall be guilty of a misdemeanor and upon conviction thereof, shall be punished by a fine of not less than ten dollars (\$10.00) nor more than one hundred dollars (\$100).

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: 9/13/2004

## **8.16—DRESS OF CLASSIFIED EMPLOYEES**

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

No blue jeans are to be worn by teachers, paraprofessionals, and clerical staff during the 178 days when students are present unless approved by administration (principal and superintendent).

Date Adopted: 6/25/01

## **8.17— CLASSIFIED 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: 9/13/2004

## **8.18— CLASSIFIED PERSONNEL DEBTS**

For the purposes of this policy, "garnishment" of a district employee is when the employee has lost a lawsuit to a judgment creditor who brought suit against a school district employee for an unpaid debt, has been awarded money damages as a result, and these damages are recoverable by filing a garnishment action against the employee's wages. For the purposes of this policy, the word "garnishment" excludes such things as child support, student loan or IRS liens or deductions levied against an employee's wages.

All employees are expected to meet their financial obligations. If an employee writes a "hot" check or has income garnished by a judgment creditor, the superintendent will meet with the employee after a second violation. A third violation may result in dismissal. Each case will be examined individually and extenuating circumstances considered.

**Note:** This policy is similar to Policy 3.24. If you change this policy, review 3.24 at the same time to ensure applicable consistency between the two.

Date Adopted: 9/13/2004

Date Revised: 2/26/2007; 1/24/2013

## 8.19— CLASSIFIED PERSONNEL GRIEVANCES

The purpose of this policy is to provide an orderly process for employees to resolve, at the lowest possible level, their concerns related to the personnel policies or salary payments of this District.

### Definitions

Grievance: a claim or concern related to the interpretation, application, or claimed violation of the personnel policies, including salary schedules, federal or state laws and regulations, or terms or conditions of employment, raised by an individual employee of this school District. Other matters for which the means of resolution are provided or foreclosed by statute or administrative procedures shall not be considered grievances. Specifically, no grievance may be entertained against a supervisor for directing, instructing, reprimanding, or “writing up” an employee under his/her supervision. <sup>1</sup> A group of employees who have the same grievance may file a group grievance.

Group Grievance: A grievance may be filed as a group grievance if it meets the following criteria: (meeting the criteria does not ensure that the subject of the grievance is, in fact, grievable)

1. More than one individual has interest in the matter; and
2. The group has a well-defined common interest in the facts and/or circumstances of the grievance; and
3. The group has designated an employee spokesperson to meet with administration and/or the board; and
4. All individuals within the group are requesting the same relief.

Employee: any person employed under a written contract by this school District.

Immediate Supervisor: the person immediately superior to an employee who directs and supervises the work of that employee.

Working day: Any weekday other than a holiday whether or not the employee under the provisions of their contract is scheduled to work or whether they are currently under contract.

### Process

Level One: An employee who believes that he/she has a grievance shall inform that employee’s immediate supervisor that the employee has a potential grievance and discuss the matter with the supervisor within five working days of the occurrence of the grievance. The supervisor shall offer the employee an opportunity to have a witness or representative who is not a member of the employee’s immediate family present at their conference. (The five-day requirement does not apply to grievances concerning back pay.) If the grievance is not advanced to Level Two within five working days following the conference, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

If the grievance cannot be resolved by the immediate supervisor, the employee can advance the grievance to Level Two. To do this, the employee must complete the top half of the Level Two Grievance Form within five working days of the discussion with the immediate supervisor, citing the manner in which the specific personnel policy was violated that has given rise to the grievance, and submit the Grievance Form to his/her immediate supervisor.

## **8.19— CLASSIFIED PERSONNEL GRIEVANCES (Cont.)**

The supervisor will have ten working days to respond to the grievance using the bottom half of the Level Two Grievance Form which he/she will submit to the building principal or, in the event that the employee's immediate supervisor is the building principal, the superintendent.

Level Two (when appeal is to the building principal): Upon receipt of a Level Two Grievance Form, the building principal will have ten working days to schedule a conference with the employee filing the grievance. The principal shall offer the employee an opportunity to have a witness or representative who is not a member of the employee's immediate family present at their conference. After the conference, the principal will have ten working days in which to deliver a written response to the grievance to the employee. If the grievance is not advanced to Level Three within five working days the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

Level Two (when appeal is to the superintendent): Upon receipt of a Level Two Grievance Form, the superintendent will have ten working days to schedule a conference with the employee filing the grievance. The superintendent shall offer the employee an opportunity to have a witness or representative who is not a member of the employee's immediate family present at their conference. After the conference, the superintendent will have ten working days in which to deliver a written response to the grievance to the employee.

Level Three: If the proper recipient of the Level Two Grievance was the building principal, and the employee remains unsatisfied with the written response to the grievance, the employee may advance the grievance to the superintendent by submitting a copy of the Level Two Grievance Form and the principal's reply to the superintendent within five working days of his/her receipt of the principal's reply. The superintendent will have ten working days to schedule a conference with the employee filing the grievance. The superintendent shall offer the employee an opportunity to have a witness or representative who is not a member of the employee's immediate family present at their conference. After the conference, the superintendent will have ten working days in which to deliver a written response to the grievance to the employee.

Appeal to the Board of Directors: An employee who remains unsatisfied by the written response of the superintendent may appeal the superintendent's decision to the Board of Education within five working days of his/her receipt of the Superintendent's written response by submitting a written request for a board hearing to the superintendent .<sup>2</sup> If the grievance is not appealed to the Board of Directors within five working days of his/her receipt of the superintendent's response, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

The school board will address the grievance at the next regular meeting of the school board, unless the employee agrees in writing to an alternate date for the hearing. After reviewing the Level Two Grievance Form and the superintendent's reply, the board will decide if the grievance, on its face, is grievable under District policy. If the grievance is presented as a "group grievance," the Board shall first determine if the composition of the group meets the definition of a "group grievance." If the Board determines that it is a group grievance, the Board shall then determine whether the matter raised is grievable.

## **8.19— CLASSIFIED PERSONNEL GRIEVANCES (Cont.)**

If the Board rules the composition of the group does not meet the definition of a group grievance, or the grievance, whether group or individual, is not grievable, the matter shall be considered closed. (Individuals within the disallowed group may choose to subsequently refile their grievance as an individual grievance beginning with Level One of the process.)

If the Board rules the grievance to be grievable, they shall immediately commence a hearing on the grievance. All parties have the right to representation by a person of their own choosing who is not a member of the employee's immediate family at the appeal hearing before the Board of Directors. The employee shall have no less than 90 minutes to present his/her grievance, unless a shorter period is agreed to by the employee, and both parties shall have the opportunity to present and question witnesses. The hearing shall be open to the public unless the employee requests a private hearing. If the hearing is open, the parent or guardian of any student under the age of eighteen years who gives testimony may elect to have the student's testimony given in closed session. At the conclusion of the hearing, if the hearing was closed, the Board of Directors may excuse all parties except board members and deliberate, by themselves, on the hearing. At the conclusion of an open hearing, board deliberations shall also be in open session unless the board is deliberating the employment, appointment, promotion, demotion, disciplining, or resignation of the employee. A decision on the grievance shall be announced no later than the next regular board meeting.

### **Records**

Records related to grievances will be filed separately and will not be kept in, or made part of, the personnel file of any employee.

### **Reprisals**

No reprisals of any kind will be taken or tolerated against any employee because he/she has filed or advanced a grievance under this policy.

### **Note:**

<sup>1</sup> It is important to understand the implications of the language contained in this paragraph. Only matters specified in the first sentence of the paragraph are, in fact, grievable, but that cannot prohibit an employee from filing a grievance which the administration does not deem to be grievable and nonetheless advancing it through the grievance process. Ultimately, it is the board that determines whether or not the matter is actually grievable by comparing the written grievance to the definition of grievance in the grievance policy, and continuing on with the hearing only if the grievance is determined to be within the definition. This is addressed in the "Appeal to the Board of Directors" paragraph.

<sup>2</sup> *It is suggested that you date stamp the request for a board hearing upon receipt.*

Legal Reference: ACA § 6-17-208, 210

Date Adopted: 09/13/2004;  
Last Revised: 05/22/2006; 12/17/2007

**8.19F—LEVEL TWO GRIEVANCE FORM - CLASSIFIED**

Name: \_\_\_\_\_

Date submitted to supervisor: \_\_\_\_\_

Classified Personnel Policy grievance is based upon:

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

Grievance (be specific):

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

What would resolve your grievance?

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

---

Supervisor's Response:

Date submitted to recipient: \_\_\_\_\_

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

Date Adopted: 09/13/04

## **8.20— CLASSIFIED PERSONNEL SEXUAL HARASSMENT**

The Flippin 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 or the belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual; regardless of whether or not the individual self-identifies as homosexual; and spreading rumors related to a person's alleged sexual activities.

## **8.20— CLASSIFIED PERSONNEL SEXUAL HARASSMENT (Cont.)**

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.

**Note:** This policy is similar to Policy 3.26. If you change this policy, review 3.26 at the same time to ensure applicable consistency between the two.

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.  
ACA § 6-15-1005 (b) (1)

Date Adopted: 09/13/2004; 2/25/2011;  
Date Last Updated: 06/27/2011

## **8.21— CLASSIFIED 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: 09/13/2004

## 8.22— CLASSIFIED PERSONNEL COMPUTER USE POLICY

The Flippin School District provides computers and/or computer Internet access for any 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. Consequently, no employee or student-related reprimands or other disciplinary communications should be made through email.

Passwords or security procedures are to be used as assigned, and confidentiality of student records is to be maintained at all times. Employees must not disable or bypass security procedures, compromise, attempt to compromise, or defeat the District's technology network security, alter data without authorization, 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. The designated District Technology Administrator or designee may authorize the disabling of the filter to enable access by an adult for a bona fide research or other lawful purpose.

Employees who misuse District-owned computers in any way, including excessive personal use, using computers for personal use during work or 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.

Note: Mirror policy - 3.28.

Legal References: Children's Internet Protection Act; PL 106-554  
20 USC 6777  
47 USC 254(h)  
A.C.A. § 6-21-107  
A.C.A. § 6-21-111

Date Adopted: 07/25/2005  
Last Revised: 10/27/2008; 10/26/2009

## 8.22a— CLASSIFIED PERSONNEL COMPUTER USE POLICY (cont)

Flippin School District

### STAFF ACCEPTABLE COMPUTER USE POLICY

The Flippin Public School District recognizes the need to effectively use computer technology to further enhance educational goals. However, protection and security of the various information networks and computer systems is necessary. Staff will be expected to employ electronic mail on a daily basis at work as a primary tool for communications. The District may rely upon this medium to communicate information, and all staff will be responsible for checking and reading messages daily. Users are also expected to learn and to follow normal standards of polite conduct and responsible behavior in their use of computer resources. All staff members are required to log off the network before they leave campus. Not logging off is a security risk and prevents network maintenance, which at times can only be done when all users are logged off. Staff are strongly urged to log off each time they leave their computer. Each staff member has a **network login** which serves as his or her electronic signature. Using anyone else's network login or sharing login information is a direct breach of this policy, and those violating the policy will be disciplined.

**The District network email program is the only authorized email. No other email program is permitted. Examples of unauthorized programs include but are not limited to: Yahoo mail, Hotmail, Outlook Express, email.com, dork.com, aol.com, Incredimail, and any other web based email programs.**

Electronic mail and telecommunications are not to be utilized by employees to share confidential information about students or other employees because messages are not entirely secure. Network administrators may review files and communications to maintain system integrity and to ensure that staff members are using the system responsibly. Users should not expect that files stored on District servers will be private.

Flippin School District is providing access to computer networks and the Internet for educational purposes ONLY. It is the responsibility of each user to use the network and Internet access appropriately and to stay away from offensive or harmful sites. Any inappropriate site accessed from a District computer should be reported immediately to the technology department.

Flippin School District, by itself or in combination with the Internet access provider, will utilize active restriction methods to filter software or other technologies to prevent students, and staff from accessing visuals that are (1) obscene, (2) child pornography, or (3) harmful to minors.

## **8.22— CLASSIFIED PERSONNEL COMPUTER USE POLICY (cont)**

### **I. Use of Computer Software**

- A. Only software which is legally owned and/or authorized by the District may be installed on District computer hardware.
- B. The unlawful copying of any copyrighted software and/or its use on District hardware is prohibited.
- C. Modification or erasure of software without authorization is prohibited.
- D. The introduction of any viral agent is prohibited. Every removable storage device or diskette must be checked for a virus each time it is put into the computer system.
- E. Any individual who introduces a virus into the District system or violates the copyright laws shall be subject to appropriate District discipline policies and to the penalty provisions of the computer/network use policy.
- F. The technology coordinator and/or technology staff have the right to remove any software from District owned equipment if the user cannot provide original copies of the software and/or appropriate license for the software.

### **II. Liability for debts**

Users shall be liable for any and all costs (debts) incurred through their use of the District's computers or the internet including penalties for copyright violations

### **III. Use of Computer Hardware**

- A. Computer hardware is like any other school property and shall be treated accordingly.
- B. Only authorized individuals, authorized by the Technology Department, will install, service, and/or maintain District owned computer hardware.
- C. No hardware, including cables or peripherals, may be moved without authorization from technology staff.
- D. It is the responsibility of the faculty as well as other users (students and staff) to keep the computer clean and away from smoke, dust, magnets, food, liquid, and any other foreign material known to be harmful to the hardware or functionality of the system.
- E. It is the responsibility of the faculty member to whom the computer is checked out to report malfunctions of the hardware to the technology department. Report malfunctions by filling out a repair form provided by your school office.

## **8.22— CLASSIFIED PERSONNEL COMPUTER USE POLICY (cont)**

### **IV. The following behaviors are NOT PERMITTED on District workstations, computers, or networks:**

- Sending of personal chain letters or broadcast messages to lists or to individuals
- Sending, viewing, downloading, or displaying offensive materials or pictures, per children's internet protection act, CIPA as codified at 47 U.S.C. § 254(h) and (l)
- Using obscene language, harassing, insulting, or attacking others
- Engaging in practices that threaten the network (e.g., loading files that may introduce a virus) Violating copyright laws
- Using anyone else's network or email account other than your own
- Trespassing in others' folders, documents, or files
- Violating any regulations prescribed by the network provider
- Using District-connected technology to gain unauthorized access (hacking) into technology systems is not acceptable. This also includes the use of encryption software
- Using District-connected technology to perform any illegal activity is prohibited.
- Installing software on District computers without prior approval of technology director or his/her designee
- Wasteful use of limited resources provide by the school including paper
- 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

The network supervisor and/or technology staff will report inappropriate behaviors to the building principal, who will take appropriate disciplinary action. Staff who misuse District-owned computers 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 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. When applicable, law enforcement agencies may become involved.

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

Each employee will be given copies of this policy and procedures and will sign an acceptable use agreement before establishing a network account.

Sincerely,  
Flippin Public Schools

Approved by Board: 08/25/2008

**I have read the procedures above and agree to adhere to them**

---

Print Name

Staff Member's Signature

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

FMLA leave offers job protection for what might otherwise be considered excessive absences. Employees need to carefully comply with this policy to ensure they do not lose FMLA protection due to inaction or failure to provide the District with needed information. The Family and Medical Leave Act provides up to 12 work weeks (or in some cases 26 weeks) of job-protected leave to eligible employees with absences that qualify under the FMLA. While an employee can request FMLA leave and has a duty to inform the District as provided in this policy of foreseeable absences that may qualify for FMLA leave, it is the District's ultimate responsibility to identify qualifying absences as FMLA or non-FMLA. FMLA leave is unpaid, except to the extent that paid leave applies to any given absence as governed by the FMLA and this policy.

### **SECTION ONE**

Definitions:

**Eligible Employee:** is an employee who has 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. <sup>1</sup>

**FMLA:** is the Family and Medical Leave Act

**Health Care Provider:** is a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the state in which the doctor practices. It also includes any other person determined by the U.S. Secretary of Labor to be capable of providing health care services.

**Instructional Employee:** is a teacher whose principal function is to teach and instruct students in a class, a small group, or an individual setting and includes, athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. The term does not include, teacher assistants or aides who do not have as their principal job actual teaching or instructing, nor does it include administrators, counselors, librarians, psychologists, or curriculum specialists.

**Instructional Employee:** is an employee whose principal function is to teach and instruct students in a class, a small group, or an individual setting and includes athletic coaches, driving instructors, preschool teachers, and special education assistants such as signers for the hearing impaired.

**Intermittent leave:** is FMLA leave taken in separate blocks of time due to a single qualifying reason. A reduced leave schedule is a leave schedule that reduces an employee's usual number of working hours per workweek, or hours per workday. A reduced leave schedule is a change in the employee's schedule for a period of time, normally from full-time to part-time.

## **8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE (cont.)**

Next of Kin: used in respect to an individual, means the nearest blood relative of that individual.

Parent: is the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or a daughter. This term does not include parents “in-law.”

Serious Health Condition: is an injury, illness, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical facility or continuing treatment by a health care provider.<sup>2</sup>

Son or daughter, for numbers 1, 2, or 3 below: is a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and “incapable of self-care because of a mental or physical disability” at the time that FMLA leave is to commence.

Year: the twelve (12) month period of eligibility shall begin on July first of each school-year.<sup>2</sup>

### 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 as amended shall govern.

### Leave Eligibility

The District will grant up to twelve (12) weeks of leave in a year in accordance with the Family Medical Leave Act of 1993 (FMLA) as amended to its eligible employees 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. To care for the spouse, 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.

## **8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE (cont.)**

5. Because of any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.
6. To care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury.

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.

A husband and wife who are both eligible employees employed by the District may not take more than a combined total of 12 weeks of FMLA leave for reasons 1, 2, 3 and 5.

### **Provisions Applicable to both Sections One and Two**

#### **District Notice to Employees**

The District shall post, in conspicuous places in each school within the District, where notices to employees and applicants for employment are customarily posted, a notice explaining the FMLA's provisions and providing information about the procedure for filing complaints with the Department of Labor.<sup>3</sup>

#### **Designation Notice to Employee**

When an employee requests FMLA leave or the District determines that an employee's absence may be covered under the FMLA, the District shall provide written notice within five (5) business days (absent extenuating circumstances) to the employee of the District's determination of his/her eligibility for FMLA leave.<sup>4</sup> If the employee is eligible, the District may request additional information from the employee to help make the applicability<sup>5</sup> determination. After receiving sufficient information as requested, the District shall provide a written notice within five (5) business days (absent extenuating circumstances) to the employee of whether the leave qualifies as FMLA leave and will be so designated.<sup>6</sup> If the leave is intermittent or on a reduced schedule as defined in this policy and the circumstances of the leave don't change, the District is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave. To the extent the employee has accrued paid leave, any leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave.

## **8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE (cont.)**

### **Concurrent Leave Under The FMLA**

All FMLA leave is unpaid unless substituted by applicable accrued leave. The District requires employees to substitute any applicable accrued leave for any part of the twelve (12) week period of FMLA leave.<sup>5</sup> All FMLA leave is unpaid unless substituted by applicable accrued leave.

### **Working at another Job while Taking FMLA for Personal or Family Serious Medical Condition**

No employee on FMLA leave for their own serious medical condition may perform work at another, non-district job while on FMLA leave. Except as provided in policy 8.36, employees who do perform work at another, non-district job while on FMLA leave for their own serious medical condition will be subject to discipline, which could include termination or nonrenewal of their contract of employment.

No employee on FMLA leave for the serious medical condition of a family member may perform work at another, non-district job while on FMLA leave. Employees who do perform work at another, non-district job while on FMLA leave for the serious medical condition of a family member will be subject to discipline, which could include termination or nonrenewal of their contract of employment.

### **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. Additionally, if the District makes a change to its health insurance benefits or plans that apply to other employees, the employee on FMLA leave must be afforded the opportunity to access additional benefits and/or the same responsibility for changes to premiums. Any changes made to a group health plan which apply to other District employees, must also apply to the employee on FMLA leave. The District will notify the employee on FMLA leave of any opportunities to change plans or benefits. 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 his/her 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.<sup>7</sup>

The District has the right to pay an employee's unpaid insurance premiums during the employee's unpaid FMLA leave to maintain the employee's coverage during his/her leave. The District may recover the employee's share of any premium payments missed by the employee for any FMLA leave period during which the District maintains health coverage for the employee by paying the his/her share.

## **8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE (cont.)**

Such recovery shall be made by offsetting the employee's debt through payroll deductions or by other means against any monies owed the employee by the District.

An employee who chooses to not continue group health plan coverage while on FMLA leave, is entitled to be reinstated on the same terms as prior to taking the leave, including family or dependent coverages, without any qualifying period, physical examination, exclusion of pre-existing conditions, etc.<sup>8</sup>

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:

1. The employee 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
2. 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<sup>7</sup> during FMLA leave of their current status and intent to return to work.

Unless circumstances exist beyond the employee's control, the employee shall inform the district every two weeks<sup>9</sup> during FMLA leave of their current status and intent to return to 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.

## **8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE (cont.)**

The employee's right to return to work and/or to the same or an equivalent position does not supersede any actions taken by the District, such as conducting a RIF, which the employee would have been subject to had the employee not been on FMLA leave at the time of the District's actions.

### 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.

### **Provisions Applicable to Section One**

#### **Employee Notice to District**

##### Foreseeable Leave::

\_When the need for leave is foreseeable for reasons 1 through 4 listed above, the employee shall provide the District with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave for the specified reason. An eligible employee who has no reasonable excuse for his/her failure to provide the District with timely advance notice of the need for FMLA leave may delay the FMLA coverage of such leave until 30 days after the date the employee provides notice.

If there is a lack of knowledge of approximately when the leave will be required to begin, a change in circumstances, or an emergency, 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 necessity for leave for reason 5 listed above is foreseeable, whether because the spouse, son, daughter, or parent of the employee is on covered active duty, or because of notification of an impending call or order to covered active duty, the employee shall provide such notice to the District as is reasonable and practicable regardless of how far in advance the leave is foreseeable.

When the need for leave is for reasons 3 or 4 listed above, the eligible employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the District subject to the approval of the health care provider of the spouse, son, daughter, or parent of the employee.

If the need for FMLA leave is foreseeable less than 30 days in advance, the employee shall notify the District as soon as practicable. If the employee fails to

## **8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE (cont.)**

notify as soon as practicable, the District may delay granting FMLA leave for the number of days in advance that the employee should have provided notice and when the employee actually gave notice.

### Unforeseeable Leave::

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. If the eligible employee fails to notify the District as required, unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.

### Medical Certification

When the need for leave is for reasons 3, 4, or 6 listed above, the employee should provide a medical certification from a licensed, practicing 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. The certification 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. Leave taken for reason 3 listed above, must include certification that the eligible employee is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time the employee is needed to provide the care. 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.

If FMLA leave is to be taken on an intermittent or reduced work schedule basis for planned medical treatment, the certification shall include the dates on which such treatment is expected to be given and the duration of such treatment.

**Second and Third Opinions:** 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.

## **8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE (cont.)**

Recertification: The District may request, either orally or in writing, the employee obtain a recertification in connection with the employee's absence,, at the employee's expense, no more often than every thirty (30) days unless one or more of the following circumstances apply;

- a. The original certification is for a period greater than 30 days. In this situation, the District may require a recertification after the time of the original certification expires, but in any case, the District may require a recertification every six (6) months.
- b. The employee requests an extension of leave;
- c. Circumstances described by the previous certification have changed significantly; and/or
- d. 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.

The District may deny FMLA leave if an eligible employee fails to provide requested certification.

### **Substitution of Paid Leave**

When an employee's leave has been designated as FMLA leave for reasons 1 (as applicable), 2, 3, or 4 above, the District requires employees to substitute accrued sick, vacation, or personal leave for the period of FMLA leave. <sup>10</sup>

To the extent the employee has accrued paid vacation or personal leave, any leave taken that qualifies for FMLA leave for reasons 1 or 2 above shall be paid leave and charged against the employee's 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. To the extent that workers compensation benefits and FMLA leave run concurrently, the employee will not be charged for any paid leave accrued by the employee at the rate necessary to bring the total amount of combined income up to 100% of usual contracted daily rate of pay.. If the health care provider treating the employee for the workers compensation injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent job, the employee may decline the District's offer

## **8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE (cont.)**

of a “light duty job.” As a result, the employee may lose his/her workers’ compensation payments, but for the duration of the employee’s FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

### **Return to Work**<sup>11</sup>

If the District’s written designation determination that the eligible employee’s leave qualified as FMLA leave under reason 4 above stated that the employee would have to provide a “fitness-for-duty” certification from a health care provider for the employee to resume work, the employee must provide such certification prior to returning to work. The employee’s failure to do so voids the District’s obligation to reinstate the employee under the FMLA and the employee shall be terminated.

If the District’s written designation determination that the eligible employee’s leave qualified as FMLA leave under reason 4 above stated that the employee would have to provide a “fitness-for-duty” certification from a health care provider for the employee to resume work **and** the designation determination listed the employee’s essential job functions, the employee must provide certification that the employee is able to perform those functions prior to returning to work. The employee’s failure to do so or his/her inability to perform his/her job’s essential functions voids the District’s obligation to reinstate the employee under the FMLA and the employee shall be terminated.

### **Failure to Return to Work**

In the event that an employee is unable or fails to return to work within FMLA's leave timelines, the superintendent will make a determination at that time regarding the documented need for a severance of the employee’s contract due to the inability of the employee to fulfill the responsibilities and requirements of their contract.

### **Intermittent or Reduced Schedule Leave**

To the extent practicable, employees requesting intermittent or reduced schedule leave shall provide the District with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave.

Eligible employees may only take intermittent or reduced schedule leave for reasons 1 and 2 listed above if the District agrees to permit such leave upon request of the employee. If the District agrees to permit an employee to take intermittent or reduced schedule leave for such reasons, the agreement shall be consistent with this policy’s requirements governing intermittent or reduced schedule leave. The employee may be transferred temporarily during the period of scheduled intermittent or reduced leave to an alternative position for which the

## **8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE (cont.)**

employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties.

Eligible employees may take intermittent or reduced schedule leave due to reasons 3 or 4 listed above when the medical need is best accommodated by such a schedule. The eligible employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health care provider.

Eligible employees may take intermittent or reduced schedule FMLA leave due to reasons 3 or 4 listed above. When granting leave on an intermittent or reduced schedule for reasons 3 or 4 above that is foreseeable based on planned medical treatment, the District may temporarily transfer eligible employees for the period of scheduled intermittent or reduced leave to an alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

### **Special Provisions relating to Instructional Employees as Defined in This Policy**

The FMLA definition of "instructional employees" covers a small number of classified employees. Any classified employee covered under the FMLA definition of an "instructional employee" and whose FMLA leave falls under Act's special leave provisions relating to "instructional employees" shall be governed by the applicable portions of policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

## **SECTION TWO**

### **FMLA LEAVE CONNECTED TO MILITARY SERVICE**

#### **Leave Eligibility**

The FMLA provision of military associated leave is in two categories. Each one has some of its own definitions and stipulations. Therefore, they are dealt with separately in this Section of the policy. Definitions different than those in Section One are included under the respective reason for leave. Definitions that are the same as in Section One are NOT repeated in this Section.

## **8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE (cont.)**

### **QUALIFYING EXIGENCY**

An eligible employee may take FMLA leave for any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. Examples include issues involved with short-notice deployment, military events and related activities, childcare and school activities, the need for financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and other activities as defined by federal regulations.<sup>12</sup>

#### **Definitions:**

**Covered active duty** means

- in the case of a member of a regular component of the Armed Forces, duty during deployment of the member with the armed forces to a foreign country; and
- in the case of a member of a reserve component of the Armed Forces, duty during deployment of the member with the armed forces to a foreign country under a call to order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code.

**Son or daughter on active duty or call to active duty status** means the employee's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood in loco parentis, who is on active duty or call to active duty status, and who is of any age.

#### **Certification<sup>13</sup>**

The District may require the eligible employee to obtain certification to help the district determine if the requested leave qualifies for FMLA leave for the purposes of a qualifying exigency. The District may deny FMLA leave if an eligible employee fails to provide requested certification.

#### **Employee Notice to District**

Foreseeable Leave:

When the necessity for leave for any qualifying exigency is foreseeable, whether because the spouse, son, daughter, or parent of the employee is on covered active duty, or because of notification of an impending call or order to covered active duty, the employee shall provide such notice to the District as is reasonable and practicable regardless of how far in advance the leave is foreseeable. 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.

## **8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE (cont.)**

Unforeseeable Leave:

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. If the eligible employee fails to notify the District as required unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.

### **Substitution of Paid Leave**

When an employee's leave has been designated as FMLA leave any qualifying exigency, the District requires employees to substitute accrued vacation, or personal leave for the period of FMLA leave.

### **Intermittent or Reduced Schedule Leave**

Eligible employees may take intermittent or reduced schedule leave for any qualifying exigency. The employee shall provide the district with as much notice as is practicable.

### **Special Provisions relating to Instructional Employees as Defined in This Policy**

The FMLA definition of "instructional employees" covers a small number of classified employees. Any classified employee covered under the FMLA definition of an "instructional employee" and who's FMLA leave falls under Act's special leave provisions relating to "instructional employees" shall be governed by the applicable portions of policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

### **SERIOUS ILLNESS**

An eligible employee is eligible for leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury under the following conditions and definitions.

## **8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE (cont.)**

### **Definitions:**

Covered Service Member: is

1. a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
2. a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

Outpatient Status: used in respect to a covered service member, means the status of a member of the Armed Forces assigned to

- A) military medical treatment facility as an outpatient; or
- B) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

Qualifying Exigency: Issues that arise due to covered active duty or a call to covered active duty of an employee's spouse, son, daughter, or parent. Examples include issues involved with short-notice deployment, military events and related activities, childcare and school activities, the need for financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and other activities as defined by federal regulations.<sup>1</sup>

Parent of a covered servicemember: is a covered servicemember's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember. This term does not include parents "in law."

Serious Injury or Illness:

- a. in the case of a member of the Armed Forces, including the National Guard or Reserves, it means an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating. And

## **8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE (cont.)**

- b. in the case of a veteran who was a member of the Armed Forces, including a member of the National Guard of Reserves, at any time during a period as a covered service member defined in this policy, it means a qualifying (as defined by the U.S Secretary of Labor) injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

Son or daughter of a covered servicemember means a covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.

Year: for leave other than to care for the serious injury or illness of a covered service member, the twelve (12) month period of eligibility shall begin on the first duty day of the school year.

Year: for leave to care for the serious injury or illness of a covered service member, the twelve (12) month period begins on the first day the eligible employee takes FMLA leave to care for a covered servicemember and ends 12 months after that date.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a **covered service member** shall be entitled to a total of 26 weeks of leave during one 12-month period to care for the service member who has a serious injury or illness as defined in this policy. An eligible employee who cares for such a covered service member continues to be limited for reasons 1 through 4 in Section One and for any qualifying exigency to a total of 12 weeks of leave during a year as defined in this policy. For example, an eligible employee who cares for such a covered service member for 16 weeks during a 12 month period could only take a total of 10 weeks for reasons 1 through 4 in Section One and for any qualifying exigency. An eligible employee may not take more than 12 weeks of FMLA leave for reasons 1 through 4 in Section One and for any **8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE (cont.)**

qualifying exigency regardless of how little leave the eligible employee may take to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury.

## **8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE (cont.)**

If husband and wife are both eligible employees employed by the District, the husband and wife are entitled to a combined total of 26 weeks of leave during one 12-month period to care for their spouse, son, daughter, parent, or next of kin who is a **covered service member** with a serious injury or illness as defined in this policy.

A husband and wife who care for such a covered service member continues to be limited to a combined total of 12 weeks FMLA leave for reasons 1 through 3 in Section One and for any qualifying exigency during a year as defined in this policy. For example, a husband and wife who are both eligible employees and who care for such a covered service member for 16 weeks during a 12 month period could only take a combined total of 10 weeks for reasons 1 through 3 in Section One and for any qualifying exigency.

### **Medical Certification<sup>14</sup>**

The District may require the eligible employee to obtain certification of the covered service member's serious health condition to help the District determine if the requested leave qualifies for FMLA leave. The District may deny FMLA leave if an eligible employee fails to provide requested certification.

### **Employee Notice to District**

Foreseeable Leave:

When the need for leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury is clearly foreseeable at least 30 days in advance, the employee shall provide the District with not less than 30 days' notice before the date the leave is to begin of the employee's intention to take leave for the specified reason. An eligible employee who has no reasonable excuse for his/her failure to provide the District with timely advance notice of the need for FMLA leave may delay the FMLA coverage of such leave until 30 days after the date the employee provides notice.

If the need for FMLA leave is foreseeable less than 30 days in advance, the employee shall notify the District as soon as practicable. If the employee fails to notify as soon as practicable, the District may delay granting FMLA leave for the length of time that the employee should have provided notice and when the employee actually gave notice.

When the need for leave is to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury, the employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the district subject to the approval of the health care provider of the spouse, son, daughter, or parent of the employee.

## **8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE (cont.)**

Unforeseeable Leave:

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. If the eligible employee fails to notify the District as required unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.

### **Substitution of Paid Leave**

When an employee's leave has been designated as FMLA leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury, the District requires employees to substitute accrued sick, vacation, or personal leave for the period of FMLA leave.

### **Intermittent or Reduced Schedule Leave**

To the extent practicable, employees requesting intermittent or reduced schedule leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury shall provide the District with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave.

Eligible employees may take intermittent or reduced schedule FMLA leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury when the medical need is best accommodated by such a schedule. The eligible employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health care provider.

When granting leave on an intermittent or reduced schedule to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury that is foreseeable based on planned medical treatment, the District may temporarily transfer eligible employees for the period of scheduled intermittent or reduced leave to an alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began.

## **8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE (cont.)**

### **Special Provisions relating to Instructional Employees (as defined in this policy)**

The FMLA definition of "instructional employees" covers a small number of classified employees. Any classified employee covered under the FMLA definition of an "instructional employee" and whose FMLA leave falls under Act's special leave provisions relating to "instructional employees" shall be governed by the applicable portions of policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

Notes: This policy is similar to Policy 3.32. If you change this policy, review 3.32 at the same time to ensure applicable consistency between the two.

1 The types and amounts of leave available for a particular type of qualifying exigency are covered in 29 C.F.R. § 825.126. A copy of the CFR is available on the policy update website. Unfortunately, the CFR has not been updated since the FMLA law was amended (and will not be for quite a while). The federal regulation amending process is a bit like ADE Rule amendments except MUCH slower. It is likely that the timelines contained within the regulations will remain the same, but there is a broader range of eligible employees including members of the regular Armed Forces.

2 Within the context of the FMLA, this is a complicated definition. In an effort to help you be able to apply the definition to the realities of your District, we have attached (as a separate page to the policy) the federal rules which lay out the complexities.

3 A Department of Labor poster is available at <http://www.dol.gov/esa/regs/compliance/posters/fmla.htm>. Additional forms (one for the employee to take to their health care provider for verification of the reason for his/her leave request and a second one for the District's response to the request for leave) are available at <http://www.dol.gov/esa/whd/fmla/#poster>.

4 It is difficult for the District to "back charge" FMLA leave. If you have reason to ask for a medical certification, it is wise to notify the employee that the leave will be charged against their yearly allotment of FMLA leave when you request the certification. If it turns out that the leave does not qualify, you will need to readjust the available FMLA leave accordingly.

5 As used in this policy, "applicable" is a very important word. Some leave taken under FMLA also applies to sick leave and therefore, the employee will get paid for the leave to the extent the employee has sick leave accrued. Other leave taken under FMLA is not applicable to sick leave and therefore the FMLA leave is unpaid. For instance, "applicable leave" in terms of time taken under FMLA due to the birth of a child will vary depending on the language in your District's policy on sick leave. For instance, if sick leave may be taken "for reason of personal

## **8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE (cont.)**

illness or illness in the immediate family” (based on the statutory definition in 6-17-1202, and an employee gives birth to a child, she may take sick leave for the amount of time that her personal physician deems it necessary for her to physically recover from childbirth. Once the medically necessary time has passed, sick leave is no longer appropriate and cannot be used.

While under the FMLA, the employee could take additional time off work, she would need to take unpaid FMLA leave for this purpose, unless she had personal days or vacation days available. However, if your District has a much more liberal definition of sick leave in District policy, the results could be entirely different. Another example would be the potential for overlap between pregnancy complications that arise to the level of a “serious health condition.” For instance, pregnancy complications that rose to the level of a “serious health condition” would qualify for both, while missing work for a dentist’s appointment would qualify for sick leave, but would not qualify for FMLA leave. Consult policy 8.5— CLASSIFIED EMPLOYEES SICK LEAVE when making the determination of what sick leave qualifies under both policies. It may also be helpful to consult 29 CFR 825.114 which is attached at the end of this policy.

6 If the notice is oral, it must be confirmed in writing no later than the following payday (unless the payday is less than one week after the notice, in which case the notice must be no later than the subsequent payday). The written notice may be in any form, including a notation on the employee’s pay stub.

7 You may choose the time interval of the required duty to report, but it must be reasonable.

8 This language is included in this policy because there may be a few Classified employees which are included in the requirements. For examples, see the definition of instructional employees in this policy.

Cross References:   8.5— CLASSIFIED EMPLOYEES SICK LEAVE  
                          8.12—CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT  
                          8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND  
                          WORKERS’ COMPENSATION

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

Date Adopted:  
Last Revised: 4/26/2010; 1/24/2013; 2/18/2014

## **8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE (cont.)**

\* 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.

Employees are eligible for benefits under the Family Medical and Leave Act when the district has fifty (50) or more employees. The \_\_\_\_\_ School District has fewer than fifty (50) employees and therefore employees are not eligible for FMLA benefits.

## 8.24—SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES

“School Bus” is a motorized vehicle that meets the following requirements:

1. Is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District; and
2. Is operated for the transportation of students from home to school, from school to home, or to and from school events.<sup>1</sup>

Any driver of school bus shall not operate the school bus while using a device to browse the internet, make or receive phone calls or compose or read emails or text messages. If the school bus is safely off the road with the parking brake engaged, exceptions are allowed to call for assistance due to a mechanical problem with the bus, or to communicate with any of the following during an emergency:

- An emergency system response operator or 911 public safety communications dispatcher;
- A hospital or emergency room;
- A physician's office or health clinic;
- An ambulance or fire department rescue service;
- A fire department, fire protection district, or volunteer fire department; or
- A police department.

In addition to statutorily permitted fines, violations of this policy shall be grounds for disciplinary action up to and including termination.

Notes: This policy is similar to Policy 3.51. If you change this policy, review 3.51 at the same time to ensure applicable consistency between the two.

<sup>1</sup> Students are not required to be transported on a school bus as long as the transporting vehicle is not scheduled for a regularly occurring route or takes a route that contains frequent stops to pick up or drop off students.

<sup>2</sup>The statute only prohibits "cell phone" use, but in the 10 years since it was passed the term no longer fits today's technology. The terminology in this sentence is designed to cover all the distractions that could affect a driver's ability to safely drive the bus. While we recommend our language, the statute limits the restrictions to "cell phones that requires the operator to dial numbers manually" and you can substitute that for our verbiage if you prefer.

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

Date Adopted: 9/13/2004  
Last Revised: 2/18/201

## 8.25— CLASSIFIED PERSONNEL CELL PHONE USE

Use of cell phones or other electronic communication devices by employees during their designated work time for other than District approved purposes is strictly forbidden unless specifically approved in advance by the superintendent, building principal, or their designees.

District staff shall not be given cell phones or computers for any purpose other than their specific use associated with school business. School employees who use a school issued cell phones and/or computers for non-school purposes, except as permitted by District policy, shall be subject to discipline, up to and including termination. School employees who are issued District cell phones due to the requirements of their position may use the phone for personal use on an “as needed” basis provided it is not during designated work time.<sup>2</sup>

All employees are forbidden from using school-issued cell phones while driving any vehicle at any time. Violation may result in disciplinary action up to and including termination.

No employee shall use any device for the purposes of browsing the internet; composing or reading emails and text messages; or making or answering phone calls while driving a motor vehicle which is in motion and on school property. Violation may result in disciplinary action up to and including termination.<sup>4</sup>

**Notes:** This policy is similar to Policy 3.34. If you change this policy, review 3.34 at the same time to ensure applicable consistency between the two.

<sup>1</sup> The goal is to eliminate the use of cell phones during designated work time. You may change who has the authority to approve the use of cell phones if you wish to.

<sup>2</sup> The IRS has changed its position regarding the use of district issued cell phones for personal use for those employees who have a genuine **need** for a cell phone due to their job’s duties. Cell phones **cannot** be issues as a fringe benefit, but only as a “legitimate” need related to their job’s responsibilities. There is no longer a need to keep track of personal calls and claim their value as income. The district has the option of supplying the phone directly to the employee or of reimbursing the employee for the cost of his/her personal phone that is used for both District and personal purposes. Any such reimbursement can only be for the specific employee and not any other individuals associated with that employee’s cell phone plan. There has been no change to the use of school computers for personal purposes.

<sup>3</sup> This sentence is included because insurance companies have ruled that injuries occurring while driving and talking on school issued cell phones are subject to workers comp awards.

<sup>4</sup> This sentence was added due to the dangers involved for both drivers and pedestrians associated with distracted driving. While there is no statutory requirement for the language, we believe it is important protection for students and employee alike.

## **8.25— CLASSIFIED PERSONNEL CELL PHONE USE (cont.)**

Cross References: 4.47— POSSESSION AND USE OF CELL PHONES, BEEPERS,  
ETC.  
7.14—USE OF DISTRICT CELL PHONES AND COMPUTERS

Legal Reference: IRS Publication 15 B

Date Adopted: 9/13/2004

Date Revised: 5/22/2006; 5/26/2009; 2/18/2014

## **8.26-- CLASSIFIED 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.

The person or persons reporting behavior they consider to be bullying shall not be subject to retaliation or reprisal in any form.

District staff are required to help enforce implementation of the District's anti-bullying policy and shall receive the training necessary to comply with this policy. The District's definition of bullying is included below. Students who bully another person are to be held accountable for their actions whether they occur on school equipment or property; off school property at a school-sponsored or school-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 or the building principal. The report may be made anonymously.

A school principal or his or her designee who receives a credible report or complaint of bullying shall promptly investigate the complaint or report and make a record of the investigation and any action taken as a result of the investigation.

### **Definitions**

**Attribute** means an actual or perceived personal characteristic including without limitation race, color, religion, ancestry, national origin, socioeconomic status, academic status, disability, gender, gender identity, physical appearance, health condition, or sexual orientation;

## 8.26-- CLASSIFIED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING (cont.)

**Bullying** means the intentional harassment, intimidation, humiliation, ridicule, defamation, or threat or incitement of violence by a student against another student or public school employee by a written, verbal, electronic, or physical act that may address an attribute of the other student, public school employee, or person with whom the other student or public school employee is associated and that causes or creates actual or reasonably foreseeable:

- Physical harm to a public school employee or student or damage to the public school employee's or student's property;
- Substantial interference with a student's education or with a public school employee's role in education;
- A hostile educational environment for one (1) or more students or public school employees due to the severity, persistence, or pervasiveness of the act; or
- Substantial disruption of the orderly operation of the school or educational environment;

**Electronic act** means without limitation a communication or image transmitted by means of an electronic device, including without limitation a telephone, wireless phone or other wireless communications device, computer, or pager that results in the substantial disruption of the orderly operation of the school or educational environment.

Electronic acts of bullying are prohibited whether or not the electronic act originated on school property or with school equipment, if the electronic act is directed specifically at students or school personnel and maliciously intended for the purpose of disrupting school, and has a high likelihood of succeeding in that purpose;

**Harassment** means a pattern of unwelcome verbal or physical conduct relating to another person's constitutionally or statutorily protected status that causes, or reasonably should be expected to cause, substantial interference with the other's performance in the school environment; and

**Substantial disruption** means without limitation that any one or more of the following occur as a result of the bullying:

- Necessary cessation of instruction or educational activities;

## **8.26-- CLASSIFIED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING (cont.)**

- Inability of students or educational staff to focus on learning or function as an educational unit because of a hostile environment;
- Severe or repetitive disciplinary measures are needed in the classroom or during educational activities; or
- Exhibition of other behaviors by students or educational staff that substantially interfere with the learning environment.

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

1. Sarcastic comments "compliments" about another student's personal appearance or actual or perceived attributes.
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 actual or perceived attributes,
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.
11. Sexual harassment, as governed by policy 8.20, is also a form of bullying.
12. Teasing or name-calling based on the belief or perception that an individual is not conforming to expected gender roles (Example: "Slut") or conduct or is homosexual, regardless of whether the student self-identifies as homosexual (Examples: "You are so gay." "Fag" "Queer").

## **8.26-- CLASSIFIED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING (cont.)**

**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.

This policy is similar to Policy 3.38. If you change this policy, review 3.38 at the same time to ensure applicable consistency between the two.

Act 907 of 2011 requires all personnel to receive training related to compliance with the District's antibullying policies.

Legal Reference: A.C.A. § 6-18-514

Date Adopted: 9/13/2004

Last Revised: 5/22/2006; 12/17/2007; 6/27/2001; 1/24/2013

## **8.27—CLASSIFIED 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: 09/13/2004

Date Revised: 07/11/2011

## **8.28— DRUG FREE WORKPLACE - CLASSIFIED 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. Substance abuse resources include but are not limited to: *Pinnacle/LR, Ozark Counseling Services/MH, Friendship Community Care/Russellville, Vista/Harrison.*

An employee living on campus or on school owned property is permitted to possess alcohol in his/her residence. The employee is bound by the restrictions stated in this policy while at work or performing his/her official duties.

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.

## **8.28— DRUG FREE WORKPLACE - CLASSIFIED PERSONNEL (cont.)**

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.

## **8.28— DRUG FREE WORKPLACE - CLASSIFIED PERSONNEL (Cont.)**

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.

**Notes:** This policy addresses the requirement for Safe and Drug Free Schools which is required for your District to be eligible to receive **any** federal grants. It is required that all employees receive a copy of the policy and be advised of the contents and requirements of the policy. In addition to publishing a policy statement, the statutes require employers to establish a drug-free awareness program to educate employees about the dangers of drug abuse as well as about the specifics of their policy. The statute does not specify a particular format for the awareness program, although it does state that the education effort must be ongoing and not just a one-time event. For assistance in constructing a drug awareness program the Department of Labor has the following web site:  
<http://www.dol.gov/asp/programs/drugs/workingpartners/materials/materials.asp>.

This policy is similar to Policy 3.39. If you change this policy, review 3.39 at the same time to ensure consistency between the two.

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

Date Adopted: 09/06/2005

Date Revised: 05/22/2006; 10/26/2009

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

CERTIFICATION

I, hereby, certify that I have been presented with a copy of the Flippin 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 \_\_\_\_\_

Date Approved: 09/06/05

\*See Combined Signature Form.

## **8.29— CLASSIFIED PERSONNEL VIDEO SURVEILLANCE AND OTHER MONITORING**

The Board of Directors has a responsibility to maintain discipline, protect the safety, security, and welfare of its students, staff, and visitors while at the same time safeguarding District facilities, vehicles, and equipment. As part of fulfilling this responsibility, the board authorizes the use of video/audio surveillance cameras, automatic identification, data compilation devices, and technology capable of tracking the physical location of District equipment, students, and/or personnel.

The placement of video/audio surveillance cameras shall be based on the presumption and belief that students, staff and visitors have no reasonable expectation of privacy anywhere on or near school property, facilities, vehicles, or equipment, with the exception of places such as rest rooms or dressing areas where an expectation of bodily privacy is reasonable and customary.

Signs shall be posted on District property and in or on District vehicles to notify students, staff, and visitors that video cameras may be in use. Violations of school personnel policies or laws caught by the cameras and other technologies authorized in this policy may result in disciplinary action.

The District shall retain copies of video recordings until they are erased which may be accomplished by either deletion or copying over with a new recording.

Videos, automatic identification, or data compilations containing evidence of a violation of District personnel policies and/or state or federal law shall be retained until the issue of the misconduct is no longer subject to review or appeal as determined by board policy or staff handbook; any release or viewing of such records shall be in accordance with current law.

Staff who vandalize, damage, defeat, disable, or render inoperable (temporarily or permanently) surveillance cameras and equipment, automatic identification, or data compilation devices shall be subject to appropriate disciplinary action and referral to appropriate law enforcement authorities.

Video recordings and automatic identification or data compilation records may become a part of a staff member's personnel record.

Note: Mirror policies 4.48 and 3.41.

This Video Surveillance policy replaces the previous policy 8.29 (Paraprofessionals) which was deleted due to obsolescence (per ASBA).

Date Adopted: 10/27/2008

Date Revised: 2/25/2011; 6/27/2011

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

### **SECTION ONE**

The School Board 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 conducted when the need for a reduction in the work force exceeds the normal 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.

If a reduction in force becomes necessary, the RIF shall be conducted separately for each occupational category of classified personnel identified within the District on the basis of each employee's years of service. The employee within each occupational category with the least years of experience will be non-renewed first. The employee with the most years of employment in the District as compared to other employees in the same category shall be non-renewed last. In the event that employees within a given occupational category have the same length of service to the District the one with the earlier hire date, based on date of board action, will prevail.

When the District is conducting a RIF, all potentially affected. Classified employees shall receive a listing of the personnel within their category with corresponding years of service. Upon receipt of the list, each employee has ten (10) working days within which to appeal his or her total years of service to the superintendent whose decision shall be final. Except for changes made pursuant to the appeals process, no changes will be made to the list that would affect an employee's total after the list is released.

Total years of service to the District shall include non-continuous years of service; in other words, an employee who left the District and returned later will have the total years of service counted, from all periods of employment. Credit for a year of service requires fulfilling more than fifty percent (50%) of the annual contract time for that position. Length of service in a certified position shall not count for the purpose of length of service for a Classified position. There is no right or implied right for any employee to "bump" or displace any other employee. This specifically does not allow a certified employee who might wish to assume a classified position to displace a classified employee.

### **8.30—CLASSIFIED PERSONNEL REDUCTION IN FORCE (cont.)**

Pursuant to any reduction in force brought about by consolidation or annexation and as a part of it, the salaries of all employees will be brought into compliance, by a partial RIF if necessary, with the receiving District's salary schedule. Further adjustments will be made if lengths of contract or job assignments change. A Partial RIF may also be conducted in conjunction with any job reassignment whether or not it is conducted in relation to an annexation or consolidation.

If a classified employee is non-renewed under this policy, he or she shall be offered an opportunity to fill a classified vacancy comparable as to pay, responsibility and contract length to the position from which the employee was non-renewed, and for which he or she is qualified for a period of up to two (2) years, with the starting date of the two (2) year period being the date of board action on the non-renewal recommendation. The non-renewed employee shall be eligible to be recalled for a period of two (2) years in reverse order of the non-renewal to any position for which he or she is qualified. No right of recall shall exist for non-renewal from a stipend, or non-renewal or reduction of a stipend, or non-renewal to reduce contract length. Notice of vacancies to non-renewed employees shall be by first class mail to all employees reasonably believed to be both qualified for and subject to rehire for a particular position and they shall have 10 working days from the date that the notification is mailed in which to conditionally accept or reject the offer of a position with the actual offer going to the qualified employee with the most years of service who responds within the 10 day time period. A lack of response or a non-renewed employee's refusal of an offer of a position or an employee's acceptance of a position but failure to sign an employment contract within two business days of the contract being presented to the employee shall end the district's obligation to replace rehire the non-renewed employee and no further rights to be rehired shall exist.

#### **SECTION TWO**

The employees of any school District which annexes to, or consolidates with, the Flippin School District will be subject to dismissal or retention at the discretion of the school board, on the recommendation of the superintendent, solely on the basis of need for such employees on the part of the Flippin School District, if any, at the time of the annexation or consolidation, or within ninety (90) days after the effective date of the annexation or consolidation. The need for any employee of the annexed or consolidated school District shall be determined solely by the superintendent and school board of the Flippin School District.

Such employees will not be considered as having any seniority within the Flippin School District and may not claim an entitlement under a reduction in force to any position held by a Flippin School District employee prior to, or at the time of, or prior to the expiration of ninety (90) days after the consolidation or annexation, if the notification provision below is undertaken by the superintendent.

### **8.30—CLASSIFIED PERSONNEL REDUCTION IN FORCE (cont.)**

The superintendent shall mail or have hand-delivered the notification to such employee of his intention to recommend non-renewal or termination pursuant to a reduction in force within ninety (90) days of the implementation of the District's reduction-in-force policy. Any such employees who are non-renewed or terminated pursuant to Section Two are not subject to recall. Any such employees shall be paid at the rate for each person on their appropriate level on the salary schedule of the annexed or consolidated District during those ninety (90) days and/or through the completion of the reduction-in-force process.

This subsection of the reduction-in-force policy shall not be interpreted to provide that the superintendent must wait ninety (90) days from the effective date of the annexation or consolidation in order to issue notification of his intention to recommend dismissal through reduction-in-force, but merely that the superintendent has that period of time in which to issue notification so as to be able to invoke the provisions of this section.

**Notes:** <sup>1</sup> For example, if the district's salary schedule provided for a range of salaries for maintenance employees ranging from \$8.50 an hour to \$12.50 an hour, and one maintenance employee is making \$14.00 an hour, the superintendent, as part of the RIF, would send a letter of partial nonrenewal to the maintenance employee to bring the salary into compliance with the salary schedule.

<sup>2</sup> For either Options 1 and 2 or Options A and B, select the option that will work best for your district. If you choose Option B, the ninety (90) day time period may be lengthened or shortened (within reason) to suit your preference.

Legal Reference: A.C.A. § 6-17-2407

Last Revised: 07/11/2011; 1/24/2013

## 8.31—CLASSIFIED PERSONNEL TERMINATION AND NON-RENEWAL

The intention of this section is to ensure that those Flippin School District employees who are employed prior to the annexation or consolidation shall not be displaced by employees of the annexed or consolidated District by application of the reduction-in-force policy.

**Note:** For example, if the District's salary schedule provided for a range of salaries for maintenance employees ranging from \$8.50 an hour to \$12.50 an hour, and one maintenance employee is making \$14.00 an hour, the superintendent, as part of the RIF, would send a letter of partial nonrenewal to the maintenance employee to bring the salary into compliance with the salary schedule.

Legal Reference: A.C.A. § 6-17-2406

Date Adopted: 09/06/2005

Date Revised: 09/25/2006; 10/26/2009

For procedures relating to the termination and non-renewal of Classified 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.

Legal Reference: A.C.A. § 6-17-2301

Date Adopted: 09/06/2005

Last Revised: 06/26/2006 (Legal reference added)

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*Note: ASBA Policies **8.32** (Personnel Assignments) & **8.33** (School Calendar) are addressed in Policies **8.3** & **8.1d** respectively.*

*As new policies are recommended by ASBA, the ASBA policy numeration, #8.32 & #8.33 will be skipped in order to avoid confusion.*

## **8.34— CLASSIFIED PERSONNEL WHO ARE MANDATORY REPORTERS DUTY TO REPORT CHILD ABUSE, MALTREATMENT OR NEGLECT**

It is the statutory duty of Classified school District employees **who are mandatory reporters**<sup>1</sup> and 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 for statutory mandatory reporters, 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; however, a person with a duty to report may find it helpful to make a limited inquiry to assist in the formation of a belief that child abuse, maltreatment or neglect has occurred, or to rule out such a belief<sup>2</sup>. 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 **who is a mandatory reporter** 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.

Notes: <sup>1</sup> For a listing of who qualifies as mandatory reporters refer to A.C.A. § 12-18-402(b).

<sup>2</sup> This is a delicate matter and the District would be wise to avail itself of professional development in this area available from DHS and other sources. Act 1236 of 2009, codified at A.C.A. § 6-61-133, requires professional development related to child maltreatment for licensed employees and includes school nurses, school social workers, and school psychologists in the list of “licensed employees” who must receive the required PD.

Legal References:   A.C.A. § 12-18-107  
                          A.C.A. § 12-18-201 et seq.  
                          A.C.A. § 12-18-402

Cross Reference: Policy 3.40 If this policy is changed, review both policies to ensure consistency.

Date Adopted: 10/27/2008; 6/27/2011

## 8.35— OBTAINING and RELEASING STUDENT’S FREE AND REDUCED PRICE MEAL ELIGIBILITY INFORMATION

### Obtaining Eligibility Information

A fundamental underpinning of the National School Lunch and School Breakfast Programs (Programs) is that in their implementation, there will be no physical segregation of, discrimination against, or overt identification of children who are eligible for the Program's benefits. While the requirements of the Programs are defined in much greater detail in federal statutes and pertinent Code of Federal Regulations, this policy is designed to help employees understand prohibitions on how the student information is obtained and/or released through the Programs. Employees with the greatest responsibility for implementing and monitoring the Programs should obtain the training necessary to become fully aware of the nuances of their responsibilities.

The District is required to inform households with children enrolled in District schools of the availability of the Programs and of how the household may apply for Program benefits. However, the District and anyone employed by the district is **strictly forbidden** from **requiring** any household or student within a household from submitting an application to participate in the program. There are NO exceptions to this prohibition and it would apply, for example, to the offer of incentives for completed forms, or disincentives or negative consequences for failing to submit or complete an application. Put simply, federal law requires that the names of the children shall not be published, posted or announced in any manner.

In addition to potential federal criminal penalties that may be filed against a staff member who violates this prohibition,<sup>1</sup> the employee shall be subject to discipline up to and including termination.

### Releasing Eligibility Information

As part of the District’s participation in the National School Lunch Program and the School Breakfast Program, the District collects eligibility data from its students. The data’s confidentiality is very important and is governed by federal law. The District has made the determination to release student eligibility status or information<sup>2</sup> as permitted by law. Federal law governs how eligibility data may be released and to whom. The District will take the following steps to ensure its confidentiality:

Some data may be released to government agencies or programs authorized by law to receive such data without parental consent, while other data may only be released after obtaining parental consent. In both instances, allowable information shall only be released on a need to know basis to individuals authorized to receive the data. The recipients shall sign an agreement with the District specifying the names or titles of the persons who may have access to the eligibility information. The agreement shall further specify the specific purpose(s) for which the data will be used and how the recipient(s) shall protect the data from further, unauthorized disclosures.

### **8.35— OBTAINING and RELEASING STUDENT’S FREE AND REDUCED PRICE MEAL ELIGIBILITY INFORMATION (cont.)**

The superintendent shall designate the staff member(s) responsible for making eligibility determinations. Release of eligibility information to other District staff shall be limited to as few individuals as possible who shall have a specific need to know such information to perform their job responsibilities. Principals, counselors, teachers, and administrators shall not have routine access to eligibility information or status.

Each staff person with access to individual eligibility information shall be notified of their personal liability for its unauthorized disclosure and shall receive appropriate training on the laws governing the restrictions of such information.<sup>1</sup>

Notes: This policy is similar to policy 3.42. If you change this policy, check policy 3.42 to make sure there is applicable consistency between the two.

The Child Nutrition Unit of the ADE website (<http://cnn.k12.ar.us>) has the referenced Commissioner’s Memos as well as helpful information to develop your policy statement packet. Additionally, Commissioner’s Memos FIN 09-041 has two attachments that will go a long way toward explaining the restrictions on the release of eligibility information and status.

<sup>1</sup> The penalty for improper disclosure of eligibility information is a fine of not more than \$1000 per student name if a violation is by either the district or a person in the disclosure without authorization under federal confidentiality regulations and/or imprisonment of not more than one year.

<sup>2</sup> The district owns the data and has the right to choose whether or not to release it to **anyone**. Therefore, the district must make the decisions concerning its release. With the ownership comes the responsibility to ensure proper security of the data.

Legal References: Commissioner’s Memos IA-05-018, FIN 09-041, IA 99-01 , and FIN 13-018  
ADE Eligibility Manual for School Meals Revised July 2012  
7 CFR 210.1 – 210.31  
7 CFR 220.1 – 220.22  
7 CFR 245.5, 245.6, 245.8  
42 USC 1758(b)(6)

Date Adopted: 5/26/2009;  
Last Revised: 1/24/2013

## **8.36— CLASSIFIED PERSONNEL WORKPLACE INJURIES and WORKERS' COMPENSATION**

The District provides Workers' Compensation Insurance, as required by law. Employees who sustain **any** injury at work must immediately notify their immediate supervisor, or in the absence of their immediate supervisor notify the superintendent. An injured employee must fill out a Form N and the employee's supervisor will determine whether to report the claim or to file the paperwork if the injury requires neither medical treatment or lost work time. While many injuries will require no medical treatment or time lost at work, should the need for treatment arise later, it is important that there be a record that the injury occurred. All employees have a duty to provide information and make statements as requested for the purposes of the claim assessment and investigation.

For injuries requiring medical attention, the District will exercise its right to designate the initial treating physician and an injured employee will be directed to seek medical attention, if necessary, from a specific physician or clinic.

A Workers' Compensation absence may run concurrently with FMLA leave (policy 3.32) when the injury is one that meets the criteria for a serious health condition. To the extent that workers compensation benefits and FMLA leave run concurrently, the employee will be charged for any paid leave accrued by the employee at the rate necessary to bring the total amount of combined income up to 100% of usual contracted daily rate of pay. If the health care provider treating the employee for the workers compensation injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent job, the employee may decline the District's offer of a "light duty job." As a result, the employee may lose his/her workers' compensation payments, but for the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

Employees who is absent from work in the school district due to a Workers' Compensation claim may not work at a non-district job until they have returned to full duties at their same or equivalent district job; those who violate this prohibition may be subject to discipline up to and including termination. This prohibition does NOT apply to an employee whose has been cleared by his/her doctor to return to "light duty" but the District has no such position available for the employee and the employee's second job qualifies as "light duty."

To the extent an employee has accrued sick leave and a WC claim has been filed:

- the employee will be charged for a day's sick leave for the all days missed until such time as the WC claim has been approved or denied;
- an employee whose WC claim is accepted by the WC insurance carrier as compensable and who is absent for eight or more days shall be charged sick leave at the rate necessary, when combined with WC benefits, to bring the total amount of combined income up to 100% of the employee's usual contracted daily rate of pay;

## **8.36— CLASSIFIED PERSONNEL WORKPLACE INJURIES and WORKERS' COMPENSATION (cont.)**

- an employee whose WC claim is accepted by the WC insurance carrier as compensable and is absent for 14 or more days will be credited back that portion of sick leave for the first seven (7) days of absence that is not necessary to have brought the total amount of combined income up to 100% of the employee's usual contracted gross pay.

Cross Reference: 8.5—CLASSIFIED EMPLOYEES SICK LEAVE  
8.12—CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT  
8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE  
Policy 3.32—CERTIFIED PERSONNEL FAMILY MEDICAL LEAVE  
Policy 3.44 (If this policy is changed, review both policies to ensure consistency.)

Legal References: Ark. Workers Compensation Commission RULE 099.33 –  
MANAGED CARE  
A.C.A. § 11-9-508(d)(5)(A)  
A.C.A. § 11-9-514(a)(3)(A)(i)

Date Adopted: 10/26/2009  
Last Revised: 2/18/2014

## 8.38—CLASSIFIED PERSONNEL VACATIONS

240 day contracted employees are credited with 10 days of vacation<sup>1</sup> at the beginning of each fiscal year. This is based on the assumption that a full contract year will be worked. If an employee fails to finish the contract year due to resignation or termination, the employee's final check will be reduced at the rate of .833 days per month, or major portion of a month, for any days used but not earned.

All vacation time must be approved , in advance to the extent practicable, by the superintendent or designee who shall consider the staffing needs of the District in making his/her determination.<sup>2</sup> If vacation is requested, but not approved, and the employee is absent from work in spite of the vacation denial, disciplinary action will be taken against the employee, which may include termination or nonrenewal.

No employee shall be entitled to more than 15 days of vacation as of the first day of each fiscal year. The permissible carry forward includes the 10 days credited upon the start of the fiscal year. Employees having accrued vacation totaling more than 15 days as of the date this policy is implemented shall not be eligible to increase the number of days carried forward during their employment with the District.<sup>3</sup> Earned but unused vacation will be paid upon retirement, termination, or non-renewal at the employee's current daily rate of pay.<sup>4</sup>

Notes: This policy is similar to policy 3.46. If you change this policy, review policy 3.46 at the same time to ensure applicable consistency between the two.

<sup>1</sup> Select your eligibility criteria and number of vacation days. Eligibility does not have to be 240 day employees and vacation does not have to be 10 days. If you choose a number other than 10 days, you will need to change the proration rate in the paragraph's final sentence for used, but unearned vacation.

<sup>2</sup> Insert the position that will be responsible for approving vacation requests.

<sup>3</sup> This sentence should be included whether you are changing your previous policy or you have not had a policy but have had the **practice** of allowing and paying accrued vacation greater than 15 days. It will help limit your future fiscal liability.

<sup>4</sup> Unlike sick leave, vacation is not transferable from one district to another and so we have included termination and non-renewal as instances when the district can pay the employee for unused vacation. In any instance of such pay, the rate of pay for accrued, but unused vacation, does not have to be at the daily rate of pay. It may be at a set sum (so many dollars for each unused day) or as a percentage of the employee's daily rate of pay.

Date Adopted: 05/16/2011

Last Revised: 1/24/2013

## **8.39—DEPOSITING COLLECTED FUNDS**

From time to time, staff members may collect funds in the course of their employment. It is the responsibility of any staff member to deposit such funds they have collected daily<sup>1</sup> into the appropriate accounts for which they have been collected. The Superintendent or his/her designee shall be responsible for determining the need for receipts for funds collected and other record keeping requirements and of notifying staff of the requirements.

Staff that use any funds collected in the course of their employment for personal purposes, or who deposit such funds in a personal account, may be subject to discipline up to and including termination.

Notes: This policy is similar to policy 3.47. —DEPOSITING COLLECTED FUNDS If you change this policy, review 3.47 at the same time to ensure applicable consistency between the two.

<sup>1</sup>“Daily” is a suggested length of time. You may select a different time period, but if you change it, be sure to change policy 7.7 to match. The reason for this policy and the shorter timeline is to protect both the district and employees from possible overnight theft which is only covered by insurance if there are receipts to prove the existence of the funds and even then, there is a deductible (often \$1000). It could often be the case that the receipts and the funds would be in the same envelope and be stolen at the same time. The bottom line is that the daily timeline is to protect both the district and the employee.

Date adopted: 05/16/2011

Last Revised: 08/27/2012

## **8.40—CLASSIFIED PERSONNEL WEAPONS ON CAMPUS**

### Firearms<sup>1</sup>

Except as permitted by this policy, no employee of this school district, including those who may possess a “concealed carry permit,” shall possess a firearm on any District school campus or in or upon any school bus or at a District designated bus stop.

Employees who meet one or more of the following conditions are permitted to bring a firearm onto school property.

- He/she is participating in a school-approved educational course or program involving the use of firearms such as ROTC programs, hunting safety or military education, or before or after-school hunting or rifle clubs;
- The firearms are securely stored and located in an employee’s on-campus personal residence and/or immediately adjacent parking area;<sup>2</sup>
- He/she is a registered, commissioned security guard acting in the course and scope of his/her duties.

Possession of a firearm by a school district employee who does not fall under any of the above categories anywhere on school property, including parking areas and in or upon a school bus, will result in disciplinary action being taken against the employee, which may include termination or nonrenewal of the employee.

### Other Weapons<sup>2</sup>

#### **Option 1**

Employees may not possess any weapon, defined herein as an item designed to harm or injure another person or animal, any personal defense item such as mace or pepper spray, or any item with a sharpened blade, except those items which have been issued by the school district or are otherwise explicitly permitted (example: scissors) in their workspace.

#### **Option 2**

An employee may possess a pocket knife which for the purpose of this policy is defined as a knife which can be folded into a case and which has a utility blade or blades of four (4) inches or less each. An employee may carry, for the purpose of self-defense, a small container of tear gas or mace which for the purpose of this policy is defined as having a capacity of 150cc or less.

Notes: This policy is similar to Policy 3.48. If you change this policy, review Policy 3.48 at the same time to ensure consistency between the two.

<sup>1</sup> The possession of handguns and firearms is a very hot topic. In Arkansas, the laws governing their possession on school grounds are both complicated and less than clear. The two statutes most directly affecting schools are A.C.A. § 5-73-119 (herein after 119) and A.C.A. § 5-73-306 (herein after 306).

## 8.40—CLASSIFIED PERSONNEL WEAPONS ON CAMPUS (cont.)

119 governs firearms (including handguns) while 306 deals strictly with concealed handguns (those guns having a barrel length of 12" or less). The conflicts between the two statutes and, we believe, the unintended consequences of the amendments to 119 need to be resolved in the 2015 legislative session. Until that time, we have to deal with the statutes as they exist.

The language of the two applicable statutes (119 and 306) governing guns on school campuses is not the same. 119 prohibits firearms on "developed school property" while 306 prohibits concealed handgun permit holders from carrying their handguns into school buildings or events. Even with the amendments contained in Act 746 of 2013, the broader definition of the restriction on gun possession on school campuses contained in 119 trumps the more narrow definition in 306. Hence, concealed handguns are forbidden under the broader definition of "developed school property."

119 permits those who are on a "journey beyond the county in which a person lives" to carry handguns and firearms on school property. Technically, this would allow those employees who commute from outside the county in which they teach to bring their firearms to school. We see this as complicated to enforce and generally problematic. Also, as we interpret the statute, parents visiting the school for an athletic or other event can bring their firearms with them. We cannot control that through policy. District policy, however, can be more restrictive toward its employees than what is otherwise statutorily permitted. The policy is written from this perspective.

<sup>2</sup>If your district has housing for any employee and that employee chooses to have any firearms in the house, they should be kept in a very secure place. It would be wise to keep them in a locked gun safe so that no one other than the employee has access to them.

<sup>3</sup>Select the option that works best for your district. In making your decision, note that in Option #2, you can choose to include only the first or the second sentence or you can keep both sentences. If you keep the first sentence, the length of the blade allowed is limited by Act 746 of 2013 to less than three 3". Also, A.C.A. § 5-73-120(a) prohibits individuals from carrying a weapon "with a purpose to employ the...weapon against a person." Presumably, an employee could possess a small pocket knife with no intent to use it against another person. Inherent in making the decision on either sentence in Option #2 is the possibility of a student taking the knife or the tear gas and misusing it.

<sup>4</sup>You can replace "tear gas" with "pepper spray" or leave "tear gas" in the policy and add "pepper spray."

Legal References:   A.C.A. § 5-73-119  
                          A.C.A. § 5-73-120  
                          A.C.A. § 5-73-124(a)(2)  
                          A.C.A. § 5-73-301  
                          A.C.A. § 5-73-306

Date Adopted: 1/23/2014  
Last Revised: 2/18/2014

## 8.41—CLASSIFIED PERSONNEL HEALTH CARE COVERAGE REPORTING

### Definitions

"ACA" is the Affordable Care Act

"Full-time employee" means a classified employee who works twenty (20) or more hours a week.

"Responsible individual" means a primary insured employee who, as a parent or spouse, enrolls one or more individuals in a district's health care plan.

"Tax Identification Number (TIN)" means an individual's social security account number.<sup>1</sup>

### TIN Reporting

All classified employees are required to complete and return 8.41F-Health Care Coverage and TIN Report Form<sup>2</sup> by no later than October 1<sup>3</sup> of each year. All employees that meet the **above** definition of a responsible individual are required to include the name, date of birth, and TIN of any dependant that receives health insurance through a District offered health care plan. Due to very significant penalties and sanctions contained within the ACA that the Internal Revenue Service (IRS) could levy against the District for the failure to submit required information to the IRS, the failure of any employee to submit a completed copy of 8.41F-Health Care Coverage and TIN Report Form by October 1<sup>3</sup> shall be grounds for disciplinary action against the employee up to and including termination or non-renewal of contract.

### Statement of Return<sup>4</sup>

Under provisions of the ACA, the District is required to file information with the IRS pertaining to each employee. The District is also required to send each full time employee a Statement of Return (Statement). Each full-time employee shall receive a Statement from the District by January 31 of each year. The Statement contains information the District provided to the IRS, as required by law, regarding the employee's health insurance coverage. Each Statement consists of important District identification and contact information and a copy of the documents the District filed with the IRS concerning the employee's health care coverage. As with other tax documents, the information contained in the Statements covers the immediately preceding calendar year. Only one statement will be provided to a household with an employee who meets the **above** definition of a responsible individual. The employee shall receive a paper copy of the Statement unless the employee completes and returns 7.23F-Electronic Receipt of Statements Consent Form.

Notes: This policy is similar to Policy 3.52. If you change this policy, review 3.52 at the same time to ensure applicable consistency between the two.

IRS regulations on the Affordable Care Act require that employers with fifty (50) or more full-time and full-time equivalent employees report to the IRS on the insurance status of all full-time employees, **whether or not** the employee receives health insurance through the employer.

## **8.41—CLASSIFIED PERSONNEL HEALTH CARE COVERAGE REPORTING (cont.)**

<sup>1</sup> The use of “TIN” instead of “Social Security Number” is to match the IRS forms and regulations.

<sup>2</sup> Neither the ACA nor IRS regulations require the use of this form, but the IRS does require districts to submit returns containing information about employee health care coverage. The form is intended to simplify filing requirements for districts by providing districts with information the IRS requires that might not otherwise be in district records.

Alternatively, districts may provide employees a copy of the form that contains the required information provided from district records and require employees confirm the correctness of the information. ASBA believes this would be a more complicated process and recommends having employees use the form.

<sup>3</sup> The October 1 date is not required by law. Districts have to provide the Statement of Return to all full-time employees by January 31 and you want to be sure to give your staff ample time to be able to create the required reporting documents. If you change the date from October 1 in this policy, be sure to change the return due date on 3.52F-Health Care Coverage and TIN Report Form to match the date in this policy.

<sup>4</sup> The ACA requires districts to file a form, or set of forms, with the IRS that are referred to as a “Return”. The Return is specific to each employee, like a 1099, and covers the employee’s health care coverage for the previous calendar year. The exact number of forms, and what information they will be required to contain, is unclear at the current time due to the IRS having not yet released final regulations or forms to use.

In addition to submitting a Return to the IRS on an employee’s health care coverage, districts must send each employee a copy of the Return the district filed on that employee along with contact information for the district. The packet that the district sends to an employee is called a “Statement of Return”.

See Policy 7.23-Health Care Coverage and the Affordable Care Act for more information on Statements of Return and associated district responsibilities.

Cross References: 7.23-Health Care Coverage and the Affordable Care Act  
7.23F-Electronic Receipt of Statements Consent Form  
8.41F-Health Care Coverage and TIN Report Form

Legal References: A.C.A. § 6-17-2202  
26 U.S.C. § 6055  
26 U.S.C. § 6056  
26 U.S.C. § 6109

Date Adopted: 7/28/2014  
Last Updated:

## 8.41F—CLASSIFIED PERSONNEL HEALTH CARE COVERAGE AND TIN REPORT FORM

The District requires all classified employees to complete the following form **each year** and return it to the District's administrative office by October 1. In accordance with Arkansas law, the District shall not use, display, release, or print any of the information on this form for any other purpose than to comply with IRS regulations.

### Definition

"Tax Identification Number (TIN)" means an individual's social security account number.

### Health Insurance Information

Name: \_\_\_\_\_

TIN: \_\_\_\_\_ Date of Birth : \_\_\_\_\_

Please select the box that most accurately describes your health insurance coverage for the **current year**:

\_\_\_\_\_ Neither I nor any of my dependants received health insurance through one of the District's health insurance plans during the **current calendar year**. (No coverage through District)

\_\_\_\_\_ I alone received health insurance through one of the District's health insurance plans during the **current calendar year**. (Employee only coverage through the District)

\_\_\_\_\_ Both I and my dependant(s) received health insurance through a District's family or spousal health insurance plan during the **current calendar year**. A spouse is included in the definition of a dependent. (Employee plus children, Employee plus spouse, Employee plus spouse and children)

If you had a family or spousal health care plan during the current year, please complete the following:

Dependant 1:  
Name: \_\_\_\_\_ TIN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Dependant 2:  
Name: \_\_\_\_\_ TIN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Dependant 3:  
Name: \_\_\_\_\_ TIN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Dependant 4:  
Name: \_\_\_\_\_ TIN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

Date: \_\_\_\_\_

## **8.42—CLASSIFIED PERSONNEL BUS DRIVER END of ROUTE REVIEW**

Each bus driver shall walk inside the bus from the front to the back to make sure that all students have gotten off the bus after each trip. If a child is discovered through the bus walk, the driver will immediately notify the central office and make arrangements for transporting the child appropriately. If children are left on the bus after the bus walk through has been completed and the driver has left the bus for that trip, the driver shall be subject to discipline up to and including termination.

Date Adopted: 7/28/2014

Last Revised: