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8.1 Classified Salary Schedule

8.2 CLASSIFIED PERSONNEL EVALUATIONS

Classified personnel shall be evaluated yearly.

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

Date Adopted: May 10, 2004

Last Revised:

8.3 EVALUATION OF CLASSIFIED PERSONNEL BY RELATIVES

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

Date Adopted: May 10, 2004
Last Revised:

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, 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.

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. 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.

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").

Requirements

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

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

Prohibitions

- A. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater;
- B. No driver shall use alcohol while performing safety-sensitive functions;
- C. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol;
- D. No driver required to take a post-accident alcohol test under # 2 above shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first;

- E. No driver shall refuse to submit to an alcohol or drug test in conjunction with # 1, 2, and/or 4 above;
- F. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when using any controlled substance, except when used pursuant to the instructions of a licensed medical practitioner 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;
- G. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.

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

Testing for Cause

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

Refusal to Submit

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

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

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.

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

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

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.

Legal References: 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: May 10, 2004
Last Revised: June 5, 2014

8.5 CLASSIFIED EMPLOYEES SICK LEAVE AND BEREAVEMENT

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. “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, or major part thereof.¹
4. “Accumulated Sick Leave” is the total of unused sick leave, up to a maximum of ninety (90) days accrued from previous contract, but not used.
5. “Immediate family” means an employee’s spouse, child, parent, or any other relative provided the other relative lives in the same household as the employee.

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 15 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. See also, 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE, which may also apply. Except for bonding time, documentation shall be provided by the employee upon request.

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.

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 employees absences are not subject to the FMLA or are in excess of what is protected under the FMLA, excessive 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.

District employees who are husband and wife be permitted to share his/her accumulated sick leave. (Adopted: June 8, 2009)

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 determination. If the employee is eligible for FMLA leave and if the leave qualifies under the FMLA, the District will notify the employee, either orally or in writing, of the decision within two workdays. If the circumstances for the leave is intermittent as defined in this policy 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE 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 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 vacation or personal leave, once an employee exhausts his/her accrued sick leave. See 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE.

Amendment adopted by The Board on July 9, 2012

BEREAVEMENT

Five (5) days death in family leave shall apply to each death in the employee's family of designated member of the family whenever death should occur. The immediate members of the family shall be limited to: husband or wife, children, brother, sister, father, mother, son-in-law and daughter-in-law. The remaining immediate family father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren of employee of employee or employee's spouse shall stay at (3) days leave.

Cross Reference: 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE

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

Date Adopted: May 10, 2004
Last Revised: May 15, 2012

8.6 REIMBURSEMENT FOR UNUSED SICK LEAVE RETIRING CLASSIFIED PERSONNEL

Retiring classified employees, including administrators, will be paid for unused sick days accumulated up to ninety (90) and will be paid for unused sick leave over ninety (90) days accumulated in the year the licensed employee retires. The accumulated number of days will remain ninety (90) days.

Classified personnel will be given one (1) day per-month or major portion thereof that the classified personnel is contracted. (Example: eleven (11) month employee will receive eleven (11) days, twelve (12) month employees will receive twelve (12).

The District will reimburse all days not used after the classified employee accumulates over ninety (90) days for those classified employees who are not retiring. The reimbursement for days over ninety (90) will be done on an annual basis and payment will be made at the rate paid substitute teachers. Payments will be made in June of each school year (Act 818HB1825, effective 7/31/89).

Ref: Ark. Code Ann. 6-17-1205 and 1206

Date Adopted: 4/11/96

Last Revised: 11/12/12

8.6 B REIMBURSEMENT FOR UNUSED SICK LEAVE REVISIONS

Additional days shall be added to the sick leave plan for all classified employees according to contract. (Example: 9-month employees will receive 9 days, 11-month employees will receive 11 days, 12-month employees will receive 12 days, etc.) Retiring employees will be paid for days accumulated up to 90 and will also be paid for unused sick leave over 90 days accumulated in the year the employee retires. The accumulated number of days will remain 90 days. The District will reimburse all days not used after the employee accumulates 90 days. The reimbursement for days over 90 will be done on an annual basis and payment will be made at the rate paid substitute teachers. Payment will be made in June of each school year (Act 818 HB 1825, effective 7/3/89)

Date Adopted: May 10, 2004

Last Revised: July 8, 2008

8.7 CLASSIFIED EMPLOYEES PERSONAL LEAVE AND PROFESSIONAL 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 (3) days of personal leave per contract year. The leave may be taken in increments of no less than ½ day.

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 (for sick leave see Policy 8.5, for professional leave see below).

School functions, for the purposes of this policy, means:

1. Athletic or academic events related to a public school district; and
2. 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 twenty-four (24) hours prior to the time of the requested leave. The twenty-four hour requirement may be waived by the supervisor when the supervisor deems it appropriate.

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.

Personal leave may not be taken the day before or the day after a holiday.

Professional Leave

“Professional Leave” is leave granted for the purpose of enabling an employee to participate in professional activities (e.g., workshops or serving on professional committees) which can serve to improve the school District's instructional program or enhances the employee's ability to perform his duties. Professional leave will also be granted when a school District employee is subpoenaed for a matter arising out of the employee's employment with the school District. Any employee seeking professional leave must make a written request to his immediate supervisor, setting forth the information necessary for the supervisor to make an informed decision. The supervisor's decision is subject to review

and overruling by the superintendent. Budgeting concerns and the potential benefit for the District's students will be taken into consideration in reviewing a request for professional leave.

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

If the employee does not receive or does not accept remuneration for his/her participation in the professional leave activity and a substitute is needed for the employee, the District shall pay the full cost of the substitute. If the employee receives and accepts remuneration for his/her participation in the professional leave activity, the employee shall forfeit his/her daily rate of pay from the District for the time the employee misses. The cost of a substitute, if one is needed, shall be paid by the employee.

Legal Reference: A.C.A. § 6-17-211

Date Adopted: May 10, 2004

Last Revised: May 15, 2012

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: MEGAN'S LAW

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: July 8, 2008

Last Revised:

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: May 10, 2004

Last Revised: May 15, 2012

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.

Legal Reference: A.C.A. § 16-31-106

Date Adopted: May 10, 2004

Last Revised:

8.11 OVERTIME, COMPTIME, and COMPLYING WITH FLSA

The Forrest City 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. It also required 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.

Definitions

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

Workweek is the seven day consecutive period of time from 12:00 A.M. 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.

Exempt Employees are those employees who are not covered under the FLSA. 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.

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

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

Employment Relationships

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

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

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

Hours Worked

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

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.

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

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.

Meal periods which are less than 30 minutes in length or in which the employee is not relieved of duty are compensable. 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 employees shall not engage in any work for the District during meal breaks except in rare and infrequent emergencies.

Overtime

Covered employees shall be compensated at not less than 1.5 times his or her regular rate of pay for all hours worked over 40 in a workweek. Overtime compensation shall be computed on the basis of the hours worked in each week 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.

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. 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, 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-half (1 1/2) time basis for each hour of overtime worked. The District reserves the right to determine if it will award compensatory time in lieu of monetary pay for the overtime worked. The maximum number of compensatory hours an employee may accumulate at a time is 20. 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 shall be used.
2. The final regular rate received by the employee.

Overtime Authorization

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

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

Leave Requests

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

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

Record Keepings and Postings

The District shall keep and maintain records as required by the FLSA for the period of time required by the act.

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

Cooperation with Enforcement Officials

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 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: 29 USC § 206(a), ACA § 6-17-2203
29 USC § 207(a)(1), 29 CFR § 778.100
29 USC § 207(o), 29 CFR § 553.50
29 CFR § 778.218(a)
29 CFR § 778.105
29 USC § 213(a), 29 CFR §§ 541 et seq.
29 USC § 207(e), 29 CFR § 778.108
29 CFR §§ 785.9, 785.16
29 CFR § 516.2(7)
29 CFR §§ 785.1 et ACA § 6-17-2205
29 CFR §§ 785.19
29 USC § 207(a), 29 CFR § 778.100, 29 USC § 207(o), 29 CFR §§ 553.20 – 553.32
29 CFR § 778.106
29 USC § 207(g)(2), 29 CFR § 778.115
29 USC § 207 (o) (2) (A), 29 CFR § 553.23
29 CFR § 553.20
29 USC § 207 (o) (4), 29 CFR § 553.27
29 USC § 211 (c), 29 CFR §§ 516.2, 516.3, 553.50
29 CFR § 516.4
29 CFR §§ 516.5, 516.6
29 USC § 211 (a) (b)

Date Adopted: May 19, 2004

Last Revised: May 15, 2012

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.¹

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.

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

Date Adopted: May 10, 2004

Last Revised: June 5, 2014

8.13—CLASSIFIED 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 superintendent, 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 law¹, 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.

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.

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: May 10, 2004
Last Revised: June 5, 2014

8.14 CLASSIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES

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

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

Reimbursement claims must be made on forms provided by the District and must be supported by appropriate, original receipts, copies of receipts or other documentation are not acceptable, except in extraordinary circumstances.

Date Adopted: May 10, 2004

Last Revised:

8.15 CLASSIFIED PERSONNEL TOBACCO USE

Smoking or the use of tobacco, or products containing tobacco in any form (including, but not limited to cigarettes, cigars, chewing tobacco, and snuff) in or any real property owned or leased by a District school, including school buses owned or leased by the District, or other school vehicles is prohibited.

With the exception of recognized tobacco cessation products, this policy's prohibition includes any tobacco or nicotine delivery system or product. Specifically, the prohibition includes any product that is manufactured, distributed, marketed, or sold as e-cigarettes, e-cigars, e-pips, or under any other name or descriptor.

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: May 10, 2004

Last Revised: May 15, 2014

8.16 DRESS OF CLASSIFIED EMPLOYEES

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

Date Adopted: May 10, 2004

Last Revised:

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: May 10, 2004

Last Revised:

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 "hot" checks or has his income garnished by a judgment creditor, dismissal may result.

An employee will not be dismissed for having been the subject of one (1) garnishment. However, a second or third garnishment may result in dismissal.

At the discretion of the Superintendent, he or his designee may meet with an employee who has received a second garnishment for the purpose of warning the employee that a third garnishment will result in a recommendation of dismissal to the School Board.

At the discretion of the Superintendent, a second garnishment may be used as a basis for a recommended dismissal. The Superintendent may take into consideration other factors in deciding whether to recommend dismissal based on a second garnishment. Those factors may include, but are not limited to, the amount of the debt, the time between the first and the second garnishment, and other financial problems which come to the attention of the District.

Date Adopted: May 10, 2004
Last Revised: June 18, 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. 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: a day in which a majority of the employees of the same job classification as the employee with a grievance is scheduled to work.

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 which the specific personnel policy was violated that has given rise to the grievance, and submit the Grievance Form to his/her immediate supervisor. 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 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 principals' 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. 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," If the Board determines that it is a group grievance, the Board shall then determine whether the matter raised is grievable. 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 re-file their grievance as an individual grievance beginning with Level One of the process.)

If the Board rules the grievance not be grievable, the matter shall be considered closed. 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. The hearing shall be open to 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 them, 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.

Legal Reference: ACA § 6-17-208

Date Adopted: May 10, 2004

Last Advised:

8.19F GRIEVANCE FORM-----LEVEL TWO

Forrest City School District

GRIEVANCE FORM

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: _____

8.20 CLASSIFIED PERSONNEL SEXUAL HARASSMENT

The Forrest City 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 would 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 individual's education or employment;
2. Submission to, or rejection of, such conduct by an individual is used as the basis for academic or employment decisions affecting that individual; and/or
3. Such conduct has the purpose or effect of substantially interfering with an individual's academic or work performance or creates an intimidating, hostile, or offensive academic or work environment.

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

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

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

Employees who believe they have been subjected to sexual harassment are encouraged to file a complaint by contacting their immediate supervisor, administrator, or Title IX Coordinator who will assist them in the complaint process. Under no circumstances shall an employee be required to first report allegations of sexual harassment to a school contact person if that person is the individual who is accused of the harassment. To the extent possible, complaints will be treated in a confidential manner. Limited disclosure may be necessary in order to complete a thorough investigation.

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

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

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

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

Date Adopted: May 10, 2004
Last Revised:

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: May 10, 2004

Last Revised:

8.22 STAFF COMPUTER USE CONTRACT

Forrest City School District Acceptable Computing Device and Network Use Policy

Technology users' responsibilities go beyond general care of computers, iPads, and other computing devices.. The Forrest City School District's policy addresses the acceptable use of technology hardware, software, networks, and the Internet.

District Responsibility Regarding the Computing Network

A. The Forrest City Public School District is responsible for:

1. Management of the network--the wires and devices (e.g., servers, routers, switches) that comprise the Network.
2. Setting standards for the hardware and software that can be used in the network.
3. Maintaining and repairing equipment purchased by the district for use in the network.
4. Providing training to users in the use of all district-supported hardware and software
5. Assigning and revoking privileges regarding use of the network
6. Defining the rights and responsibilities of users and enforcing acceptable use standards

B. The Forrest City School District will provide users with hardware, software, and electronic resources that support the mission of the school district. However, computing resources all come at a cost. The district will provide services at a level that the School Board determines meets the mission of the district to the best of its ability within the constraints of financial resources. Unless otherwise specified, the following regulations will apply equally to students, employees, volunteers, and contractors employed by the Forrest City School District. Employees, volunteers, and contractors may have additional obligations owing to the nature of their positions and/or access privileges.

All individuals with access to Forrest City School District technology and computer networks will:

1. Respect the rights and property of others and will properly access files, data, or information of others.
2. Observe Forrest City School District standards of conduct as stated in the handbook.
3. Utilize the computers, mobile devices, network, Internet, and other technologies only for purposes in support of the district's stated education goals or for legitimate school district business.
4. Be responsible for taking precautions to prevent loss or damage to equipment and data.
5. Install and use software on the district's computing devices only in accordance with Software Policy and Procedure Guidelines.

The Forrest City School District Acceptable Use Agreement is to be an integral part of the Student Handbook. Existing policies that exclude or prohibit use of personal devices and technology are not superseded by this agreement. Failure to adhere to policies contained in the Student Handbook will continue to result in consequences as dictated in the student handbook. Interpretation, application, and modification of this use policy are within the sole discretion of the Forrest City School District. Any questions or issues regarding this policy should be directed to the building or district administration, or the network administrator(s).

Internet Safety Policy: The Forrest City School District is compliant with the CHILDREN'S INTERNET PROTECTION ACT (CIPA) (Pub.L.106-554) through the use of internet filtering by the State of Arkansas's Division of Information Services, local filters, and through the use of adult monitoring and supervision of students who use district computers, iPads, and other computing devices. The Forrest City School District is compliant with the Neighborhood Children's Internet Protection Act (NCIPA) by providing an Internet Safety Policy, and the District enforces the requirements of these policies. The Forrest City School District strictly forbids the access of inappropriate or harmful material, as defined in Pub.L. 106-554, on the internet and World Wide Web from any district owned computer, other computing device, or district owned network connection. This includes all employees of the district, as well as minors. The Forrest City School District

further forbids students' direct electronic communications through the use of district or other forms of email, chat rooms, and/or any other form of direct electronic communication. Any exceptions to direct electronic communication must be with prior written approval of the Supervisor of Technology, and under the continuous direct supervision of a certified teacher, librarian, counselor or administrator with knowledge and approval by each site's building supervisor.

The Forrest City School District strictly forbids the unauthorized disclosure, use, and dissemination of personal identification information of minors. Written permission by the legal parent or guardian must be on file in the school or district office prior to the disclosure, use, or dissemination of personal identification information of minors. This permission includes the publication or display of photographs on district web sites. Pictures with no personal identification information as part of a larger graphic presentation are allowed.

The Forrest City School District strictly forbids the unauthorized access, including so-called hacking and other unlawful activities, by any person using district owned equipment or district connection points to the Internet. The Forrest City School District educates minors about appropriate online behavior, including interacting with other individuals on social networking sites and in chat rooms. Each school incorporates strategies appropriate for the age level of the students to address this. Included is emphasized training about cyberbullying and the responses that the district will take to deal with such issues.

Electronic Network Use Rules: Every user (which includes, but is not limited to students, employees, volunteers, and contractors employed by the district) has the responsibility to respect and protect the rights of every user in our community and on the Internet. School district account holders are expected to act in a responsible, ethical, and legal manner, in accordance with the missions and purposes of the networks they use, and the laws of the state and the United States. Students will be provided with a school atmosphere and procedures of student control/discipline that will assure a suitable learning environment, and students will learn to act as responsible and productive citizens with respect for civil rights and the role of the individual in a democracy.

Computer/Computing Device Use Rules: (NOTE: The use of the term computer refers not only to desktop computers, but also to notebook computers, iPads, iPods, NOOK, Kindle, iPhones or other smartphone, and any other Internet accessible computing device, whether school owned or personal device.)

- Food and drink are not allowed in any computer area.
- No software is to be downloaded, stored, or installed on any computer or other computing device or in any computer account without approval from the Technology Department.
- Pirated software (warez) and MP3s are not to be downloaded or stored on any computer, computing device, or in any user's account.
- Modification or removal of digital electronic files that are not your own is not allowed.
- All copyright laws are to be observed. Copyrighted material is not to be placed in the system without the author's permission (Copyright Law of 1994; Digital Millennium Act of 1998).
- You are not to move or disconnect any computer or peripheral device or piece/part of any equipment.
- Contact a supervisor or teacher concerning problems with any of the equipment.
- Appropriate behavior and common courtesy are expected at all times.
- You should not send anything to a printer unless you absolutely need a hard copy of the information; do not print web sites without knowing exactly how many pages will be printed; do not print multiple copies of any document without specific permission.
- Do not read other users' electronic mail or files, nor attempt to delete, copy, modify, or forge others' files or e-mail.
- Do not interfere with others' ability to send or receive e-mail.

- Do not disseminate personal identification information about yourself or others, including personal address, social security number, and phone number.
- Do not use the network in such a way that would disrupt the use of the network by other users.
- Do not use the system to encourage the use of drugs, alcohol, tobacco, or any illegal/inappropriate activities.
- Passwords must be strong, kept confidential and not shared with anyone else. A strong password is at least 8 characters in length with a mix of lower case(abc...z) and upper case(ABC...Z)letters, symbols(#&@...) and numerals(1234...).
- Users should not allow any other person access to any device logged in under their own account.
- Only Teacher approved downloads such as elements to be used in presentations are allowed. Media must be available within the scope of copyright laws and checked for viruses prior to any use, using the district's antivirus software supervised by the teacher.
- Do not leave portable devices unattended to prevent theft.
- All videos must be approved for viewing by the building administrator. Any video checked out of the library is pre-approved.
- Network printers should be used responsibly to prevent waste and/or abuse.

Using the network is a privilege, not a right, and the privilege may be revoked at any time for unacceptable conduct. Unacceptable conduct includes, but is not limited to, the following:

- Using the network for illegal activity, including violation of copyright or other contract
- Using the network for financial or commercial gain.
- Using the network while access privileges are revoked or suspended.
- Degrading or disrupting equipment or system performance.
- Vandalizing the data of another user.
- Theft or plagiarism of data.
- Wastefully using finite resources.
- Unauthorized downloading of software.
- Gaining unauthorized access to resources or entities.
- Willfully and knowingly accessing or attempting to access pornographic or other inappropriate sites.
- Invading the privacy of individuals.
- Using an account owned by another user without authorization.
- Posting personal communications without the author's consent.
- Posting anonymous messages.
- Placing of unlawful or unlicensed information on a system.
- Using abusive or otherwise objectionable language in either public or private message.
- Sending of messages that are likely to result in the loss of recipients' work or systems.
- Sending of chain letters or broadcast messages to lists or individuals, or any other type of use that would cause congestion of the networks or otherwise interfere with the work of others.
- Playing games on the internet that are not designated and approved, with lesson plans and educational goals to support their use.
- Student use of a teacher computer, unless correctly logged in and supervised by the teacher.
- Using the computer, projector, and smartboard to show any movies that do not have an educational purpose supported by lesson plans and identified standards and benchmarks.

Acceptable Posting: The Forrest City School District provides a public Internet presence to share information with the community. Staff members are allowed to use these district provided resources and are responsible for monitoring and reviewing all content created by students. Students are not allowed to directly publish information to the public Internet via the school district network. Staff members agree not to publicly publish through the school district site any information that 1) violates copyright laws or property rights, 2) discloses student personal information, 3) discloses student names with photographic depictions, 4) contains

deliberately false or misleading statements regarding the school district, 5) are illegal, 6) are deliberately offensive, threatening, or libelous, or 7) are pornographic or otherwise obscene.

False Entry/Alterations: No student, volunteer, or school/district employee will make any false entry or alteration of any document, (either paper or electronic) used or intended to be used in connection with the operation of the Forrest City School District nor any school in the district, nor will any student open or alter official school documents or private documents, either paper or electronic.

Data Security: The District assumes no responsibility or liability if documents stored on school equipment are lost or damaged, nor will the district be responsible for security violations beyond the appropriate punishment of those persons involved in such violations.

Controlled Access to the Internet: Internet access is provided strictly for use consistent with the district's educational and business goals. It is the practice of the Forrest City School District to protect staff and students from obscene, pornographic, and other inappropriate material available on the Internet by monitoring Internet access and by using mechanisms such as content filters and firewalls in accordance with the Children's Internet Protection Act.(CIPA) and the Neighborhood Children's Internet Protection Act (NCIPA). Students are not allowed to access the Internet without staff supervision and are required to connect to the web through a content filter. Attempts to access inappropriate material are logged. Deliberate attempts to access obscene or inappropriate materials by any user will result in disciplinary action by school district administration. The school district may provide direct communication systems such as e-mail or chat rooms for student use, which will be either filtered for content, closed (in-district only), or both. To provide student safety and security, the use of Internet direct communication systems is allowed only under direct staff supervision. Web-based direct communication systems pass through a content filter.

Unlawful and Unauthorized Activities: The Forrest City School District does not tolerate the use of the network for illegal activity, including electronic crimes such as unauthorized access, deliberate use of malicious code such as viruses, and deliberate attacks on systems ("hacking"). Cyber-bullying will not be tolerated by the Forrest City School District. These activities will result in disciplinary action by school district administration. In addition, if requested by any law enforcement agency, the technology department will cooperate completely to identify those who carry out illegal activities, document proof of such activities, and testify in court.

Vandalism: Vandalism will result in cancellation of privileges as well as other sanctions or disciplinary action. Vandalism is defined as any malicious attempt to harm, modify, or destroy computer hardware, data of another user, Internet, or any of the other networks that are connected to the Internet backbone. This includes, but is not limited to, the uploading or creation of computer viruses.

Network Etiquette

Be polite. Do not get abusive in your messages to others.

- Do not use the network in such a way that you would disrupt the use of the network by other users.
- Hate mail, harassment, discriminatory remarks and other antisocial behaviors are prohibited on the network.
- Use appropriate language. Do not swear, use vulgarities, or any other inappropriate language.
- Exercise caution with personally identifiable information.
- Do not reveal personal information of others. Any student receiving unsolicited requests for personal information will immediately report that to the supervising teacher. That teacher will report this incident to appropriate authorities.
- Note that electronic mail (e-mail) is not guaranteed to be private. People who operate the system do have access to all mail. Messages relating to or in support of illegal activities may be reported to authorities.
- Do not use the network in such a way that you would disrupt the use of the network by other users.
- Information accessible via the network and Internet should be assumed to be private property and possibly copyrighted.
- Do not take part in any form of chain letters, mass mailings, or pyramid schemes that ask for forwarding a message to others. Many people find these very disconcerting and intrusive.

Enforcement: Violation of the rules set forth by school district policy may result in disciplinary action by school district administration. The Director of Technology is empowered to suspend some or all privileges associated with computer/computing device use in cases of misuse or threat to the integrity of information technology resources. Disciplinary action for misuse by students may include, but is not limited to, suspension from school, removal from classes requiring computer use, loss of computer use privileges, and, if deemed appropriate, criminal prosecution. Disciplinary action for misuse by employees and other users may include, but is not limited to, formal reprimand, probation, termination, and, if deemed appropriate, criminal prosecution. School district administration and the technology department will make all decisions regarding whether or not a user has violated this policy and any related rules or regulations and may deny, revoke, or suspend access at any time, with his/her/their decision being final. Before any permanent action is taken against a user, the user will be advised of the basis for the proposed action and given an opportunity to respond. The specific disciplinary action for each case will be at the sole discretion of school district administration and may vary depending on the severity of the infraction.

Security: Security on any computing device is a high priority. Do not use another individual's account. Attempts to log onto the network with another person's identification without permission may result in cancellation of user privileges. Any user identified as a security risk or having a history of problems with other computing systems may be denied access to the computers and network. If you feel you can identify a security problem on the network, you must notify an administrator.

Policy Agreement: The Forrest City School District will uphold laws pertaining to the use of information technology equipment and the information contained therein and/or generated by its use. Anyone found to be violating such laws would be subject to suit for civil damages as well as prosecution to the full extent of the law. There is a need for full disclosure and understanding for the partnership between parents, children, and the school district in regard to technology and its use. A Computing Device and Network Use Agreement has been created to inform and provide knowledge, ensuring that all parties understand the areas of responsibility identified. Each child will need to have an agreement form signed and on file before the student will be allowed to use the computers or other computing device.

Software Policy and Procedures: Purpose: The Forrest City School District licenses the use of computer software from a variety of third parties. The software developer normally copyrights such software. Unless expressly authorized to do so, the Forrest City School District has no right to make copies of the software except for backup or archival purposes. The purpose of this policy is to prevent copyright infringement and to protect the integrity of the Forrest City School District's computing environment from viruses and similar threats. The term software herein also refers to apps for iPads and other computing devices.

Policy and Procedures Guidelines: It is the policy of Forrest City School District to respect all computer software and application (apps) copyrights and to adhere to the terms of all software licenses to which the district is a party. The Director of Technology is charged with the responsibility of monitoring these guidelines and assuring compliance. Forrest City School District employees may not duplicate any licensed software or related documentation for use either on school premises or elsewhere unless the Forrest City School District is expressly authorized to do so by agreement with the licensor. Unauthorized duplication of software may subject employees, students, and/or the district to both civil and criminal penalties under the United States Copyright Act. Employees may not give standalone software to any other employee or any software to non-employees including parents, contractors, students, and others. Forrest City School District employees and students may use software on local area networks or on multiple machines only in accordance with applicable license agreements.

Acquisition of Stand-Alone Software: To purchase and utilize software within the Forrest City School District, employees must obtain the approval of their supervisor or Director of Technology. All software utilized by employees of the Forrest City School District must be registered with the Director of Technology.

Software acquisition channels are restricted to ensure that the Forrest City School District has a complete record of all software that has been purchased for district computers/computing devices and can register, support, track, and upgrade such software accordingly. All software will be subject to review and approval by the Technology Department.

Acquisition of District-Wide Software: In order to facilitate the selection and implementation of software for use district-wide, a committee of district staff will be utilized to analyze and evaluate software packages. The committee participants will include staff members from each affected location and be led by the Director of Technology, as to ensure that the selection best meets the needs of the district. At all stages, factors such as user reaction, effect on workload and efficiency for users and support personnel, and resources required should be considered.

Registration of Software: The district will register every software package. When a staff member acquires new software for use on district computers, he/she must inform the school media specialist. The staff member should provide a copy of the registration to the school media specialists. Software must be registered in the name of the district and department/school in which it will be used. Because of personnel turnover, software should never be registered in the name of the individual user. The school media specialist shall maintain a register of all of the district's software and shall keep a library of software licenses. The register will contain:

- the title and publisher of all software;
- the date and source of software acquisition;
- the location of each installation;
- the name of the authorized user;
- the existence and location of media ;
- the software product's serial number.

Storage and Security: The school media specialist shall be in charge of storing all school software in secured storage areas, if feasible. The Technology Department is in charge of all District Software. By ensuring secure storage of original media, the risk of software theft and unauthorized duplication of software is minimized. Installation of Software: After the registration requirements above have been met, the software may either be installed by the Technology Department or qualified individuals with the Technology Department's permission. No software shall be installed on district devices without approval of the Director of Technology. Teachers who bring in data media from home are responsible to ensure that his or her media are free from viruses. District virus protection software should be used to examine these media before they are used in a district computer. These standards are to ensure that the district does not violate copyright laws or infect computer systems with viruses. A student shall not install computer software or tamper in any way with district software at any time. No student shall bring in media from home, unless under direct supervision of the teacher for which the contents of the media are intended and only with approved software. It is the responsibility of teachers and other faculty members to constantly monitor student use of computers/computing devices and review all policies and procedures with the students regarding the acceptable use of technology. Documentation: Original manuals, tutorials, and other user-oriented documentation will be made available, whenever possible, to assist the software users. The district's trainers will also continue to provide in-service for teachers in the use of appropriate software. Home Computers: The Forrest City School District's computers are district assets and must be kept both software legal and virus free. Only software purchased through the procedures outlined above may be used on district machines. Generally, district owned software cannot be taken home and loaded on an employee's computer if it also resides on the district's computer. However, some software companies provide in their license agreements that home use is permitted under certain circumstances. Before taking any software home, please check with the **Director of Technology and follow the sign-out and sign-in procedures.** Software Audits: The Director of Technology will conduct random audits of all district computing devices to ensure that the district is in compliance with all software licenses. During these random audits the district will search for inappropriate software and eliminate any that is found.

Software Log: A software log will be maintained of all software owned or used by the district. After the audit has been completed, the software log will be used to list all old and newly acquired software. Penalties and Reprimands: Anyone who violates this policy will be referred to district administration for possible disciplinary action.

Hardware Policy and Procedures: Property Rights: The Forrest City School District has the right to specify who uses its equipment and the information contained therein, under what circumstances, and to what purpose. Equipment purchased or received by way of grant by a school or the district will be the property of the district. The district or school will determine its use. In accordance with grant specifications, neither employees, volunteers, nor students in the school have ownership rights to any equipment loaned to them by the school. Use of school equipment and software for private or personal business is strictly prohibited and will subject the violator to disciplinary action. No person will have exclusive use of school equipment unless authorized by district administration. Acquisition: Any new acquisition of hardware is the responsibility of the Technology Department. Purchases may be made from vendors identified on the approved State Contracts lists, the State TIPS/TAPS list, or by quotes/bids. Any staff who wishes to supplement hardware with additional hardware must receive written permission from the Director of Technology. Any installation of hardware must be done by the Technology Department or its designee. Network Attached Devices: Use of network attached devices, including, but not limited to, computers, printers, and handheld devices (i.e. iPads, iPhones, iPods, other smartphones, etc.), must be approved by the Technology Department to ensure the compatibility, stability, and security of the district network. Wireless Devices: Use of wireless equipment must be approved by the Technology Department to ensure the compatibility, stability, and security of the district network. To ensure that security standards are met, wireless devices will not be used until configured appropriately by district technology personnel. Any wireless device deemed to be a security liability will not be allowed. Random scans for rogue wireless devices may be performed by district technology personnel. Enforcement: The District and all schools in the district will rigorously uphold laws pertaining to the use of technology equipment and the information contained in them and/or generated by its use. Anyone found to be violating such laws would be subject to suit for civil damages as well as prosecution by the school to the full extent of the law.

Mobile device specific agreements for students: Students must agree to abide by all terms of this agreement. Failure to do so will result in the loss of privileges to use the lab, and any work that would be done must be completed on my own or a grade of “0” will be given for this project.

- 1) Student agrees to follow all directions as given by my teacher.
- 2) Student agrees to use the computer for only the work I am assigned.
- 3) Student agrees to not download any program or file without the teacher’s permission.

Student agrees that I will not do anything to change the way the computer works, such as changing desktop wallpapers or any other system settings. Student agrees to handle the computing device in a careful manner. Student understands that if he/she drops or causes any damage to the computing device through deliberate or negligent behavior, he/she or his/her parents or guardians are responsible financially for any costs to repair or replace the damaged device, or face other consequences as determined by the principal.

Student agrees that while a computer is assigned to me, it is my responsibility to take care of it. I will not allow others to use, play with, or abuse the computer. Any damage that is done to the computer assigned to me for my use is my responsibility. Student will visually inspect any computing device when he/she first logs on and notify the teacher immediately if there is a problem so that it can be reported and fixed. Student understands that failure to report any vandalism or any other problem prior to use, he/she may face consequences as determined by the principal.

Mobile device specific agreements for teachers: Teacher agrees to the following terms to be allowed to use the Mobile Computer Lab (MCL) or the iPad Lab at the Forrest City High School. Teacher understands that failure to abide by the conditions set forth will forfeit his/her right to use the MCL or iPad lab.

- 1) Teacher agrees to make a request for the MCL or iPad Lab at least two days prior to any date that he/she plans to use the lab. Requests must be made through the librarian and must be made in person by the teacher.
- 2) Teacher agrees to submit a lesson plan at the time he/she make his/her request for the use of the lab. The lesson plan will include:
How the computers or iPads will be used by the students.
- 3) What programs, apps, or URLs(if the internet is part of the lesson) will be utilized.
- 4) What output will be expected of the students. (For instance, “Students will print out a 3 page report” or “Students will create a PowerPoint presentation and save it to their home directory” or “Students will use the internet to research the life cycle of a frog.”
- 5) Lesson plans will have a “length of activity” included.
- 6) Teacher agrees to not exceed the length of request. If more time is needed, a second request must be made.
- 7) Teacher agrees to constantly monitor student use while the MCL or iPad lab is in his/her room
- 8) Teacher will use classroom management to maintain the integrity and well being of the devices while they are in his/her possession.
- 9) Teacher will arrange the lesson to allow ample time for students to return the computers in an orderly and supervised manner. Teacher will physically check to see that all devices are returned to the cart prior to any students leaving the room.
- 10) Teacher understands that laptops and iPads will not run indefinitely on battery power, so he/she will allow time for students to return the devices to the cart and plug them in so that there is 15 minutes before the next student removes the device from the cart. He/she will also make sure that if the devices are not used in consecutive classes that they will remain plugged up to recharge the batteries.
- 11) Teacher will not allow students to conduct inappropriate use of the computers. This includes but is not limited to: Accessing inappropriate web sites – This includes My Space or any other personal web blogs, pornographic sites, sites supporting racism or violence, etc.
P2P sites or software – such as LimeWire, BitTorrent, FreezeWire, Napster, etc.
Installing ANY software on the computers or apps on iPads
Playing music unless said music is part of a project, such as a PowerPoint presentation
Horseplay, careless handling, passing laptops or iPads around, or any physical misuse.

Teacher agrees to return the MCL or iPad cart to the library promptly when finished using it. The MCL or iPad cart is not to be left in a classroom overnight or unlocked when unsupervised.

Teacher agrees to report any problems he/she has via Trouble Ticket to the Technology Department so that it may be handled in a timely manner. 2)Teacher agrees that any personal computing device that accesses the Internet, without going through Forrest City School District wireless network, is the teacher’s responsibility for monitoring for compliance with Internet Safety Policy, Children’s Internet Protection Act (CIPA), and Neighborhood Children’s Internet Protection Act (NCIPA). 3)Teacher agrees that the use of the MCL or iPad lab includes additional responsibilities and he/she takes these responsibilities seriously.

Warranties/Indemnification: The District believes that the benefits to educators and students from access to the Internet (in the form of information resources and opportunities for collaboration) far exceed any disadvantages of access. Ultimately, parent(s) and guardian(s) of minors are responsible for their child’s behavior, and this includes use of the Internet. The District makes no warranties of any kind, express or implied, in connection with its provision of access to and use of its computing networks and the Internet

provided under this policy. The District is not responsible for any information that may be lost, damaged, or unavailable when using the network, or for any information that is retrieved or transmitted via the Internet. This includes loss of data resulting from delays, non-deliveries, missed deliveries, or service interruptions caused by its negligence or the user's errors or omissions. Use of any information obtained via the Internet is at the user's own risk. The District specifically denies any responsibility for the accuracy or quality of information obtained through its services. The District will not be responsible for any unauthorized charges or fees resulting from access to the Internet, and any user is fully responsible to the District and shall indemnify and hold the District, its trustees, administrators, teachers, and staff harmless from any and all loss, costs, claims, or damages resulting from such user's access to its computer network and the Internet, including but not limited to any fees or charges incurred through purchases of goods or services by the user. The user or, if the user is a minor, the user's parent(s)/legal guardian(s) agrees to cooperate with the District in the event of the school's initiating an investigation of a user's use of his/her access to its computer network and the Internet. The user agrees to indemnify the District for any losses, costs, or damages, including reasonable attorney fees, incurred by the District, relating to or arising out of any violation of these procedures.

Legal Reference: Children's Internet Protection Act, P.L. 106-55

20 U.S.C. § 6801, et seq.

47 U.S.C. § 254(h) and (1)

8.22 F - FORREST CITY SCHOOL DISTRICT NETWORK DEVICE COMPUTER USE AGREEMENT

School district computer and Internet accessible device users are expected to act in a responsible, ethical, and legal manner, in accordance with the missions and purposes of the networks they use, and the laws of the state and the United States. The computers, computing devices, and network are provided for furthering the District's stated educational goals only, and they are to be used by authorized individuals only. Individuals using these systems are subject to having all activities on these systems monitored by system or security personnel. Anyone using these systems expressly consents to such monitoring.

It is possible for all users of the Internet, including your child, to access information that is intended for adults. Although the District has taken reasonable steps to ensure that the Internet connection is used only for purposes consistent with the curriculum and that inappropriate sites (as defined by the Children's Internet Protection Act) are filtered, the district or school cannot entirely prevent the availability of inappropriate material elsewhere on the Internet.

It is possible that a determined user may make use of computer resources for inappropriate purposes. Deliberate misuse of the computer network or the Internet may result in disciplinary action as outlined in the Computing Device and Network Use Policy.

I _____ and _____

Parent Name (please print)

Student Name (please print)

have read the Computing Device and Network Use Policy, understand it, and agree to adhere to the principles and procedures detailed within. We understand and accept the conditions stated above and release from any liability the Forrest City School District, its subcontractors, and employees.

I understand that my child is expected to use good judgment and follow the guidelines of the Computing Device and Network Use Policy. Furthermore, I have discussed the information contained in the Computing Device and Network Use Policy with my child. Should my child breach the policy guidelines, I understand that my child may lose privileges on the Forrest City School District computer network and/or be subject to other disciplinary action.

Parent Signature

Student Signature

Date

FORREST CITY SCHOOL DISTRICT COMPUTER USE/DEVICE AGREEMENT

School district computer and Internet accessible device users are expected to act in a responsible, ethical, and legal manner, in accordance with the missions and purposes of the networks they use, and the laws of the state and the United States.

The computers, computing devices, and network are provided for furthering the District’s stated educational goals only, and they are to be used by authorized individuals only. Individuals using these systems are subject to having all activities on these systems monitored by system or security personnel. Anyone using these systems expressly consents to such monitoring.

It is possible for all users of the Internet to access information that is intended for adults. Although the District has taken reasonable steps to ensure that the Internet connection is used only for purposes consistent with the curriculum and that inappropriate sites (as defined by the Children’s Internet Protection Act) are filtered, the district or school cannot entirely prevent the availability of inappropriate material elsewhere on the Internet.

It is possible that a determined user may make use of computer resources for inappropriate purposes. Deliberate misuse of the computer network or the Internet may result in disciplinary action as outlined in the Computing Device and Network Use Policy.

I _____ at _____
Staff Member (please print) Location (please print)

have read the Computing Device and Network Use Policy, understand it, and agree to adhere to the principles and procedures detailed within. I understand and accept the conditions stated above and release from any liability the Forrest City School District, its subcontractors, and employees. I understand that as part of classroom management I will supervise any student use of computers/computing devices while said students are under my charge or control.

I understand that I am expected to use good judgment and follow the guidelines of the Computing Device and Network Use Policy. Should I breach the policy guidelines, I understand that I may lose privileges on the Forrest City School District computer network and/or be subject to other disciplinary action.

Signature

Position

Date

Date Approved by the Board: July 8, 2008
Revised: June 18, 2013

8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE*

The Family and Medical Leave Act (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 FMLA 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.¹

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 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. The term does not include, and the special rules related to the taking of leave near the end of a semester do not apply to, 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.

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.

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.

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.²

Year: the twelve (12) month period of eligibility shall begin on July first of each school-year.³

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 and 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 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.
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. (See Section Two)
6. To care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury. (See Section Two)

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.⁴

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.⁵ If the employee is eligible, the District may request additional information from the employee and/or certification from a health care provider to help make the applicability⁶ 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.⁷

If the circumstances for the leave don't change, the District is only required to notify the employee once of the determination regarding the designation of FMLA leave within any applicable twelve (12) month period.

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 (in the order of sick, personal, or vacation leave as may be applicable) for any period of FMLA leave.⁶

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.⁸

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. 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.⁹

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

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

- a. The 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
- b. Other circumstances exist beyond the employee's control.

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

Reporting Requirements During Leave

Unless circumstances exist beyond the employee's control, the employee shall inform the district every two weeks¹⁰ 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'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.

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 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 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

Second and Third Opinions: In any case where the District has reason to doubt the validity of the initial certification provided, the District may require, at its expense, the employee to obtain the opinion of a second health care provider designated or approved by the employer. If the second opinion differs from the first, the

District may require, at its expense, the employee to obtain a third opinion from a health care provider agreed upon by both the District and the employee. The opinion of the third health care provider shall be considered final and be binding upon both the District and the employee.

Recertification: The District may request, 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 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.¹¹

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 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.

Return to Work

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 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 FMLA 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.

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.

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.

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

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.

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.

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) 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.

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
- (B) in the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or 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 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 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.

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

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.

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.

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.

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 part 825

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

8.23A—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE

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

Legal References: 29 USC § 2601 et seq.
29 CFR part 825

Date Adopted:
Last Revised: June 5, 2014

8.24 SCHOOL BUS DRIVER'S USE OF CELL PHONES

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.

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.

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: May 10, 2004
Last Revised: June 5, 2014

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.

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.

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: May 10, 2004
Last Revised: June 5, 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. 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;

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;
- 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, and/or
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”).

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.

Legal Reference: A.C.A. § 6-18-514

Date Adopted:

Last Revised: June 18, 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.

It is unlawful during regular school hours and in a place where a public school employee is required to be in the course of his or her duties for any person to address a public school employee using language that in its common acceptance is calculated to:

1. Cause a breach of the peace;
2. Materially and substantially interfere with the operation of the school; ~~and/or~~
3. Arouse the person to whom it is addressed to anger, to the extent likely to cause imminent retaliation.

An employee may report to the police any time this policy is violated.

Legal Reference: ACA 6-17-106

Legal Reference: A.C.A. § 6-17-1308

Date Adopted:

Last Revised: May 15, 2012

8.28 DRUG FREE WORKPLACE

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 substance, 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.

Should any employee be found to have been under the influence of, or in illegal possession of, any illegal drug or controlled substance or under the influence of alcohol, whether or not engaged in any school or school-related activity, and the behavior of the employee, if under the influence, is such that it is inappropriate for a school employee in the opinion of the superintendent, the employee may be subject to discipline, up to and including termination.

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

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

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

Any employee who is charged with a violation of any state or federal law relating to the possession, use or distribution of illegal drugs, other controlled substance or alcohol, or of drug paraphernalia, must notify his immediate supervisor within five (5) weeks 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 charged shall result in that employee being recommended for termination by his Superintendent.

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

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

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

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

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

Date Adopted: May 13, 2005

Last Revised: June 5, 2014

8.28F DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT

CERTIFICATION

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

Signature _____

Date _____

8.29 CLASSIFIED PERSONNEL VIDEO SURVEILLANCE

The board 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. 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 restrooms or dressing areas where an expectation of 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 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 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 not 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 shall be subject to appropriate disciplinary action and referral to appropriate law enforcement authorities.

Video recordings may become a part of a staff member's personnel record.

Date Adopted: July 8, 2008
Last Revised: May 15, 2012

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 totals of 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. Working fewer than 160 days in a school year shall not constitute a year. Length of service in a licensed 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 licensed employee who might wish to assume a classified position to displace a classified employee.

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 length of contract or job assignments change.¹ 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.

For a period of up to two (2) years from the date of board action on the classified employee's non-renewal or termination recommendation under this policy, a classified employee 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. 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 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, as evidenced by a teacher's failure to respond within 10 working days, or a non-renewed employee's express 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 constitute a rejection of the offered position and shall end the district's obligation to rehire the non-renewed employee. -No further rights to be rehired because of the reduction in force shall exist.

SECTION TWO

In the event the district is involved in an annexation or consolidation, employees from all the districts involved will be ranked according to years of service. A year of employment at an annexed or consolidated district will be counted the same as a year at the receiving or resulting district. No credit for years of service will be given at other public or private schools, or for higher education or Educational Service Cooperative employment.

The employees of any school district which annexes to, or consolidates with, the Forrest City 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 Forrest City 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 Forrest City District.

Such employees will not be considered as having any seniority within the Forrest City District and may not claim an entitlement under a reduction in force to any position held by a Forrest City 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.

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 effective date of the annexation or consolidation in order to effect the provisions of

this section of the Forrest City School 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 the 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.

The intention of this section is to ensure that those Forrest City 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.

Date Adopted: May 13, 2005

Last Revised: June 5, 2014

8.31 CLASSIFIED PERSONNEL TERMINATION AND NON-RENEWAL

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

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

Legal Reference: A.C.A § 6-17-2301

Date Adopted: May 13, 2005
Last Revised:

8.32 CLASSIFIED PERSONNEL ASSIGNMENTS

The superintendent shall be responsible for assigning and reassigning classified personnel.

Date Adopted: May 13, 2005

Last Revised:

8.33 CLASSIFIED PERSONNEL SCHOOL CALENDAR

The superintendent shall present to the PPC a school calendar which the board has adopted as a proposal. The Superintendent, in developing the calendar, shall accept and consider recommendations from any staff member or group wishing to make calendar proposals. The PPC shall have the time prescribed by law and/or policy in which to make any suggested changes before the board may vote to adopt the calendar.

The District shall not establish a school calendar that interferes with any ACTAAP scheduled testing that might jeopardize or limit the valid testing and comparison of student learning gains.

The Forrest City School District shall operate by the following calendar.

Legal References: A.C.A. § 6-17-2301
 Arkansas Comprehensive Testing, Assessment, and Accountability Plan Rules

Date Adopted: June 18, 2013

Last Revised:

8.34 CLASSIFIED PERSONNEL DUTY TO REPORT CHILD ABUSE, MALTREATMENT OR NEGLECT

It is the statutory duty of classified school district employees who are mandatory reporters 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. 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.

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

Date Adopted:
Last Revised: May 15, 2012

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, 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 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.

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.

Legal References: Commissioner’s Memos IA-05-018, FIN 09-041,
 IA 99-011, 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: June 18, 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 Nita Curne, Employee Benefits Officer. 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 are 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;
- 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

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: June 18, 2013

Date Revised: June 5, 2014

8.38 - CLASSIFIED PERSONNEL VACATIONS

240 day contracted employees are credited with 10 days of vacation 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. 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. Earned but unused vacation will be paid upon retirement, termination, or nonrenewal at the employee's current daily rate of pay.

Date Adopted: June 18, 2013

Date Revised:

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 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.

Date Adopted: May 15, 2012
Last Revised:

8.40—CLASSIFIED PERSONNEL WEAPONS ON CAMPUS

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;
- 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.

An employee may possess a pocket knife which for the purpose of this policy is defined as a knife that can be folded into a case and has a blade or blades of less than three (3) 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. Employees are expected to safeguard such items in such a way as to ensure they are not possessed by students. Such items are not to be used against students, parents or other school district employees. Possession of weapons, knives or self-defense items that do not comply with the limits contained herein, the failure of an employee to safeguard such items, or the use of such items against students, parents or other school district employees may result in disciplinary action being taken against the employee, which may include termination or nonrenewal of the employee.

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:
Last Revised: June 5, 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.

TIN Reporting

All classified employees are required to complete and return 8.41F-Health Care Coverage and TIN Report Form by no later than October 1 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 shall be grounds for disciplinary action against the employee up to and including termination or non-renewal of contract.

Statement of Return

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: 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.

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

² 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.

³ 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.

⁴ 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: June 5, 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:

Last Revised: June 5, 2014

8.50 COMPREHENSIVE TOBACCO POLICY

All students shall possess the knowledge and skills necessary to avoid all tobacco use, and school leaders shall actively discourage all use of tobacco products by students, staff, and visitors. To achieve these ends, the Forrest City School District leaders shall prepare, adopt, and implement a comprehensive plan to prevent tobacco use that includes;

- A sequential educational program to prevent tobacco use that is integrated within the school health education curriculum; that is aimed at influencing students' attitudes, skills and behaviors; and that is taught by well-prepared and well-supported staff.
- Establishment and strict enforcement of completely tobacco-free school environments at all times.
- Prohibition of tobacco advertising.
- Appropriate counseling services and/or referrals for students and staff to help them overcome tobacco addictions.
- Cooperation with community-wide efforts to prevent tobacco use; and
- Strategies to involve family members in program development and implementation.

Tobacco use is considered the chief preventable cause of premature disease and death in the United States. Forrest City School District accepts that they have a responsibility to help prevent tobacco use for the sake of students' and staff members' health and well being of their families. Research conclusively proves that

- Regular use of tobacco is ultimately harmful to every user's health, directly causing cancer, respiratory and cardiovascular diseases, adverse pregnancy outcomes and premature death;
- Second hand smoke is a threat to the personal health of everyone, especially persons with asthma and other respiratory problems;
- Nicotine is a powerfully addictive substance.
- Tobacco use most often begins during childhood or adolescence.
- The younger a person starts using tobacco, the more likely he or she will be a heavy user as an adult; and
- Many young tobacco users will die an early preventable death because of their decision to use tobacco;
- The purchase and possession of tobacco products is illegal for persons under age 18;
- Use of tobacco interferes with students; attendance and learning;
- Smoking is a fire safety issue for schools; and
- Use of smokeless tobacco is a health and sanitation issue.

For the purposes of this policy, tobacco is defined to include any lighted or unlighted cigarette, cigar, pipe, bidi, clove cigarette and any other smoking product, and spit or smokeless tobacco, also known as dip, chew, and snuff in any form.

TOBACCO USE PROHIBITED

Tobacco promotional items, including clothing, bags, lighters and other personal articles are not permitted on school grounds, in school vehicles, or at school sponsored events. Tobacco advertising is prohibited in all school sponsored publications and at all school sponsored events.

CLOSED CAMPUS

No student may leave the school campus during breaks in the school day to use a tobacco product. Signs to this effect will be posted at appropriate locations. School authorities shall consult with

local law enforcement agencies to enforce laws that prohibit the possession of tobacco by minors within the immediate proximity of school grounds.

INSTRUCTIONAL PROGRAM DESIGN

Tobacco use prevention education shall be integrated within the health education program and be taught at every grade level, prekindergarten through grade twelve. The educational program shall be based on theories and methods that have been proven effective by published research and consistent with the state's/district's/school's health education standards/guidelines/framework.

The program shall be designed to:

- Instruct about immediate and long-term undesirable physiologic, cosmetic, and social consequences of tobacco use;
- Decrease the social acceptability of tobacco use;
- Address new reasons why young people smoke;
- Teach how to recognize and refute advertising and other social influences that promote tobacco use;
- Develop students' skills for resisting social influences that promote tobacco use; and
- Develop necessary assertiveness, communication, goal setting and problem-solving skills that may enable students to avoid tobacco use and other health-risk behaviors.

Instruction shall be most sensitive in grades six through eight and shall be reinforced in all later grades. Instructional activities shall be participatory and developmentally appropriate. The program shall engage families as partners in their children's education.

STAFF PREPARATION

Staff responsible for teaching tobacco use prevention shall have adequate pre-service training and participate in ongoing professional development activities to effectively deliver the education program as planned. Preparation and professional development activities shall provide basic knowledge about the effects of tobacco use combined with skill practices in effective instructional techniques and strategies and program specific activities.

EDUCATION REINFORCEMENT

Tobacco use prevention education shall be closely coordinated with other components of the school health program. Tobacco use prevention concepts shall also be integrated into the instruction of the other subject areas to the greatest extent possible. To send consistent messages to students and their families, school instructional staff shall collaborate with agencies and groups that conduct tobacco, use prevention education in the community. Guest speakers invited to address students shall receive appropriate orientation to the relevant policies of the school/district. School staff shall also help interested student become involved with agencies and other organizations in the community that are working to prevent tobacco use.

PROGRAM AVAILABILITY

The school health program shall include referrals to community and programs to help students and staff overcome tobacco addiction. School counselors or community agencies are encouraged to establish voluntary tobacco use cessation programs at school.

PROGRAM ATTENDANCE

Attendance or completion of a tobacco use cessation program shall not be mandatory for anyone or used as a penalty. Attendance or completion of tobacco use cessation program is allowed as a voluntary substitute to suspension for possession or use of tobacco

Policy Adopted: April 14, 2008

8.51 REQUIREMENTS FOR PARAPROFESSIONALS

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

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

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

The superintendent shall determine if, in his or her opinion, a paraprofessional employed by the District prior to January 8, 2002 may be reasonably expected to satisfy the requirements imposed by NCLB and/or state requirements that they are being recommended for non-renewal. In the event that, subsequent to contract renewal, the superintendent determines the paraprofessional employee does not meet the definition of “highly qualified,” it shall be grounds for termination of the paraprofessional’s contract of employment.

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

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

Date Adopted: May 10, 2005

Last Revised: July 8, 2008

8.52 CLASSIFIED PERSONNEL BENEFITS

The Forrest City School District provides its full-time classified personnel benefits consisting of the following:

1. Health Insurance assistance;
2. Contribution to the teacher retirement system;
3. One sick leave day per calendar month worked: and
4. Three personal days

Legal Reference: A.C.A. § 6-17-201

Date Adopted: May 13, 2005

Last Revised: June 18, 2013