

**HAMBURG SCHOOL DISTRICT
NON-LICENSED PERSONNEL POLICIES
2020-2021**

All classified personnel shall be provided access to a copy of the Hamburg School District's Policies for Classified Personnel prior to employment or renewal of employment. All classified and certified personnel policies are located on the Hamburg School District website under staff. The employee submits a statement acknowledging receipt of such access agreeing to comply with this policy.

Access: hsdlions.org

I have received access to and read the Hamburg School District's Policy for Classified Personnel and I agree to comply with the policies. I have also been notified that there are paper copies of the policies located in every building, the bus garage and maintenance area of the Hamburg School District.

Signed

Date

Signature Page

\s\Bryan Hollis, President of the Board

HAMBURG SCHOOL DISTRICT CLASSIFIED PERSONNEL POLICIES

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8.1—CLASSIFIED PERSONNEL SALARY SCHEDULE

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

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

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

Notes: The salary schedule does not have to, but certainly may, contain steps, nor does it have to be listed specifically, i.e. John Doe = \$9.25 per hour, Jane Doe = \$9.55 per hour. You may list the spread in salaries per category. For example, Janitors = \$ 8.75 to \$11.00 per hour, Bus drivers = \$9.75 to \$12.00 per hour, etc.

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

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

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

¹ Your district's salary schedule should be inserted in place of this paragraph. The remainder of the policy should remain in the policy. It's important to note that any changes to the salary schedule must go through the PPC and the Board adopt the

policy with the actual salary schedule included in the adopted policy. The following definition can be used to ensure you have included the data they will be looking for when you are reviewed:

"Classified Salary Schedule is a set of matrices that are updated and published each school year, which contains the minimum salaries for all five classifications of classified employees and includes ranges, steps, and rates of pay. The salary schedule is required to reflect the actual pay practices of the district."

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

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

Cross References: Policy 1.9—POLICY FORMULATION

Legal References: A.C.A. § 6-17-2203
A.C.A. § 6-17-2301
DESE Rules Governing Documents Posted to School District and Education Service Cooperative Websites

Date Adopted: April 19, 2004

Last Revised: March 8, 2021

Hamburg School District Classified Salary Schedule for current year is attached.

**2020-21
Nurse Salary Schedule**

Years Of Experience	LPN-190 Day Contract	RN-190 Day Contract	RN-205 Day Contract
0	20085	33705	36366
1	20235	33977	36659
2	20385	34249	36953
3	20535	34521	37246
4	20685	34793	37540
5	20835	35065	37833
6	20985	35337	38127
7	21135	35609	38420
8	21285	35881	38714
9	21435	36153	39007
10	21585	36425	39301
11	21735	36697	39594
12	21885	36969	39888
13	22035	37241	40181
14	22185	37513	40475
15	22335	37785	40768
16	22485	38057	41062
17	22635	38329	41355
18	22785	38601	41648
19	22935	38873	41942
20	23085	39145	42235

New hires may be given years of experience based on comparable work experience in their previous position.

**2020-21
Central Office Bookkeeping
and Accounting Positions
SALARY SCHEDULES-245 Day Contract**

Years of Experience	Salary-Level I	Salary-Level II
0	29744	25732
1	30026	26004
2	30308	26276
3	30590	26548
4	30872	26820
5	31154	27092
6	31436	27364
7	31718	27636
8	32000	27908
9	32282	28180
10	32564	28452
11	32846	28724
12	33128	28996
13	33410	29268
14	33692	29540
15	33974	29812
16	34256	30084
17	34538	30356
18	34820	30628
19	35102	30900
20	35384	31172

Payroll Stipend \$3,000

Accounts Payable \$3,000

Central Office Receptionist Stipend \$1,000

New hires may be given years of experience based on comparable work experience in previous position.

**2020-21
Cafeteria/ Maintenance Director and Maintenance I Salary Schedule
245 Day Contract**

Years of Experience	Cafeteria Director/ Maintenance Supervisor	Maintenance I
0	36486	30595
1	36880	30765
2	37274	30935
3	37668	31105
4	38062	31275
5	38456	31445
6	38850	31615
7	39244	31785
8	39638	31955
9	40032	32125
10	40426	32295
11	40820	32465
12	41214	32635
13	41608	32805
14	42002	32975
15	42396	33145
16	42790	33315
17	43184	33485
18	43578	33655
19	43972	33825
20	44366	33995

New hires may be given years of experience based on comparable work experience in previous positions.

Additional Pay for Maintenance I:

HVAC License \$2,500

Sound Technician License \$2,000

Asbestos Technician License \$1,200 Certified

Facilities Director \$3,000

**2020-2021
Instructional Assistant
Salary Schedule**

Years of Experience	Instructional Assistant Annual Salary(180 day)	With Associate Degree(180 day)	Pre-K Lead Teacher(190 day)
0	16109	17664	22814
1	16209	17764	22914
2	16309	17864	23014
3	16409	17964	23114
4	16509	18064	23214
5	16609	18164	23314
6	16709	18264	23414
7	16809	18364	23514
8	16909	18464	23614
9	17009	18564	23714
10	17109	18664	23814
11	17209	18764	23914
12	17309	18864	24014
13	17409	18964	24114
14	17509	19064	24214
15	17609	19164	24314
16	17709	19264	24414
17	17809	19364	24514
18	17909	19464	24614
19	18009	19564	24714
20	18109	19664	24814

New hires may be given years of experience based on comparable work experience in previous positions.

Additional duty of ISS coordinator at Middle School \$1,800 per year.

**2020-21
Secretary Salary Schedule**

Years of Experience	205 Day Contract	225 Day Contract	245 Day Contract
0	18409	20205	22001
1	18524	20331	22138
2	18639	20457	22275
3	18754	20584	22414
4	18869	20710	22551
5	18984	20836	22688
6	19099	20962	22825
7	19214	21089	22964
8	19329	21215	23101
9	19444	21341	23238
10	19559	21467	23375
11	19674	21593	23512
12	19789	21720	23651
13	19904	21846	23788
14	20019	21972	23925
15	20134	22098	24062
16	20249	22225	24201
17	20364	22351	24338
18	20479	22477	24475
19	20594	22603	24612
20	20709	22729	24749

Noble/Allbritton & Jr. High Bookkeeper get a supplement of \$342 per year.
 Sr. High Bookkeeper gets a supplement of \$684 per year.
 New hires may be given years of experience based on comparable work experience in previous positions.

**2020-21
Grounds Maintenance Assistant
Salary Schedule**

Years of Experience	245 Day Contract	261 Day Contract
0	21560	22968
1	21560	22968
2	21560	22968
3	21560	22968
4	21560	22968
5	21560	22968
6	21560	22968
7	21560	22968
8	21560	22968
9	21560	22968
10	21560	22968
11	21560	22968
12	21560	22968
13	21657	23071
14	21732	23151
15	21807	23231
16	21882	23311
17	21957	23391
18	22032	23471
19	22107	23551
20	22182	23631

New hires may be given years of experience based on comparable work experience in previous positions.

261 day contracts will be phased out for this position. New hires will be for a 245 day contract.

2020-21
Custodian/Child Nutrition/Bus Shop Assistant Base Salary Schedule

Years Of Experience	185 Day Contract	245 Day Contract	261 Day Contract
0	16280	21560	22968
1	16280	21560	22968
2	16280	21560	22968
3	16280	21560	22968
4	16280	21560	22968
5	16280	21560	22968
6	16280	21560	22968
7	16280	21560	22968
8	16280	21560	22968
9	16280	21560	22968
10	16280	21560	22968
11	16280	21560	22968
12	16280	21560	22968
13	16280	21560	22968
14	16280	21560	22968
15	16280	21560	22968
16	16280	21560	22968
17	16280	21560	22968
18	16280	21560	22968
19	16280	21560	22968
20	16280	21560	22968

Cafeteria Managers and the Head Custodian will receive a \$480 per month stipend.

Cleaning Facilities after School Events:

\$25 per hour rate for facilities clean-up for after school events occurring after school hours.

**2020-21
Mechanic 245 Day Contract
Salary Schedule**

Years of Experience	Mechanic I(Trained mechanic w/experience)	Mechanic II
0	Must have 4 years	25750
1	experience to	26050
2	be on	26350
3	this salary	26650
4	schedule.	26950
5	35020	27250
6	35520	27550
7	36020	27850
8	36520	28150
9	37020	28450
10	37520	28750
11	38020	29050
12	38520	29350
13	39020	29650
14	39520	29950
15	40020	30250
16	40520	30550
17	41020	30850
18	41520	31150
19	42020	31450
20	42520	31750

New hires may be given years of experience based on comparable work experience in previous positions.

**2020-21
Maintenance/Custodian/Food Service**

All contract amounts are based on an 8 hour day.

All contracts shall be for 185 days, 245 days, or 261 days.

185 day contracted employees shall receive 10 sick days and 2 ½ personal days.

245 day contracted employees shall receive 12 sick days, 2 ½ personal days, and 10 vacation days. 245 day contracted employees will also receive 5 paid holidays.

261 day contracted employees shall receive 12 sick days, 2 ½ personal days, and 10 vacation days. 261 day contracted employees will also receive 11 paid holidays.

All contracts will be 12 pay period contracts with the 1st being after the 1st work period.

Part-time or less than an 8 hour work day shall be pro-rated to an annual contract figure.

2020-21

Bus Driver Salary Schedules

Pay Scale for drivers with CDL

One-way hours driven AM **or** PM only

1.00- 1.25 = \$457.50 x 10 installments = \$4575

1.26-1.50 = \$480.00 x 10 installments = \$4800

1.51 - 1.75 = \$550.00 x 10 installments = \$5500

1.76 and up = \$610.00 x 10 installments = \$ 6100

Two-way hours driven AM **and** PM

2.00 - 2.50 = \$915.00 x 10 installments = \$9150

2.51 - 3.00 = \$960.00 x 10 installments = \$9600

3.01 - 3.50 = \$1100.00 x 10 installments = \$11000

3.51 and up = \$1220.00 x 10 installments = \$12200

Bus Dispatcher = \$1100 x 10 installments = \$11000

Activity runs - \$45.00 per each run

Drivers without a CDL will be paid at the current or old pay scale.

Old Scale:	31-60 miles \$670.04 x 10 installments = \$6704	half time drivers = \$3352
	61-70 miles \$718.20 x 10 installments = \$7185	half time drivers = \$3592.50
	71-80 miles \$766.80 x 10 installments = \$7668	half time drivers = \$3834
	81-90 miles \$819.60 x 10 installments = \$8196	half time drivers = \$4098
	91-100 miles \$872.30 x 10 installments = \$8723	half time drivers = \$4361.50
	101 miles and more \$898.70 x 10 installments = \$8987	half time drivers = \$4493.50

Pay scale will be based on how many hours a driver is in the seat driving routes. Any time a driver is asked to take on additional route/stops in addition to their set route, they will receive the following extra pay. 1 to 30 minutes extra time: will be paid \$12.50, 31 minutes to 60 minutes will be paid \$25.00. Drivers are eligible to receive a monthly incentive for not missing any days during the previous month for a total of up to \$700 a year for full time, and \$350 for part time. Any school employee-certified and/or classified that is working over and above their regular hours to obtain a CDL and to aid in the process of obtaining a CDL will be paid \$25.00 an hour with a total cap of \$200 per trainee.

The following are paid on the minimum hourly rate Arkansas Public School Districts can pay determined by Ark. Code Ann. ' 6-17-2203: **Trips, G/T Driver, Bus Monitors**

Some classified employees with college degrees are tied to the teachers' salary scale/and or supplements.

Employees that fall into this category are: Computer Technician, Social Worker, Drug and Alcohol Abuse Counselor, Child Nutrition Director, and District Treasurer. Computer Technician will receive \$5,000 supplement.

All full-time employees have Delta Dental benefits, vision, long-term disability, and hospital confinement.

8.2— NONCERTIFIED PERSONNEL EVALUATIONS

Noncertified personnel may be periodically evaluated.

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

Individuals employed under the District's waiver as unlicensed teachers and administrators shall be evaluated under Policy 3.2—LICENSED PERSONNEL EVALUATIONS

Note: If you have a waiver to employ individuals as unlicensed teachers or administrators, add the following language to the policy:

Individuals employed under the District's waiver as unlicensed teachers and administrators shall be evaluated under Policy 3.2—LICENSED PERSONNEL EVALUATIONS.

Cross Reference: 3.2—LICENSED PERSONNEL EVALUATIONS

Legal Reference: A.C.A. §6-17-2301

Date Adopted: March 9, 2004

Last Revised: June 12, 2017

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.

Notes: This policy is similar to Policy 3.3. If you change this policy, review 3.3 at the same time to ensure applicable consistency between the two.

This policy is optional and is **not** required by any statute.

Date Adopted: March 10, 2014

Last Revised: March 10, 2014

8.4— NONCERTIFIED EMPLOYEES DRUG TESTING

Definitions

“Clearinghouse” means the Federal Motor Carrier Safety Administration Commercial Driver's License Drug and Alcohol Clearinghouse.

“Database” means the Commercial Driver Alcohol and Drug Testing Database of the Office of Driver Services of the Arkansas Department of Finance and Administration.

“Safety-sensitive function” includes:

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

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

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

Scope of Policy

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

1. The employee shall possess a current driver's license **authorizing the individual to operate the size school bus the individual is being hired to drive**²Have undergone a physical examination, which shall include a drug test,²by a licensed physician or advanced practice nurse within the past two years; and
2. A current valid certificate of school bus driver in service training.⁴

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;⁵
- The employee submitting an electronic authorization through the Clearinghouse for the District to run a full query of the employee's information in the Clearinghouse; and
- The employee's signing a written authorization for the District to request information from:
 - The Database;⁶ and
 - Any U.S. Department of Transportation regulated employers who have employed the employee during any period during the two (2) years prior to the date of the employee's application.

All employees who perform safety-sensitive functions shall annually⁷ submit a written authorization for the District to conduct a limited query of the employee's information

from the Clearinghouse. The District shall perform a limited query of all employees who perform safety-sensitive functions at least once each school year. If the District's limited query of the Clearinghouse shows that information exists in the Clearinghouse that may prohibit the employee from performing safety-sensitive functions, the District shall conduct a full query of the Clearinghouse on the employee within twenty-four (24) hours of conducting the limited query. If the District is unable to conduct a full query within twenty-four (24) hours due to the twenty-four (24) hours falling on a weekend, holiday, or other day the District is closed or due to the failure of the employee to authorize the District to receive information resulting from the full query of the Clearinghouse, the employee shall not be permitted to perform any safety-sensitive function until the District conducts the full query and the results confirm that the employee's Clearinghouse record contains no prohibitions on the employee performing safety-sensitive functions.

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.⁸

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 employment⁹

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 twenty-four (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 are 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 no less than twenty-four (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.

Reporting Requirements

The District shall report the following information about an employee who performs safety-sensitive functions to the Clearinghouse by the close of the third (3rd) business day following the date the District obtained the information:¹⁰

1. An alcohol confirmation test result with an alcohol concentration of 0.04 or greater;
2. A negative return-to-duty test result;
3. A refusal to take an alcohol test;
4. A refusal to test determination; however, if the refusal to test determination is based on the employee’s admission of adulteration or substitution of the specimen, the District shall only report the admissions made to the specimen collector; and
5. A report that the driver has successfully completed all follow-up tests as prescribed in the Substance Abuse Professional report.

The District shall report the following violations for an employee who performs safety-sensitive functions by the close of the third (3rd) business day following the date the District obtains actual knowledge of:¹¹

1. On-duty alcohol use;
2. Pre-duty alcohol use;
3. Alcohol use following an accident; and
4. Controlled substance use.

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

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

You are required to provide your drivers the name of the person you have designated to answer your drivers' questions about the materials you give them regarding drug and alcohol testing.

You are also required to give your employees "information pertaining to the effects of alcohol and controlled substance use on an individual's health, work, and personal life; signs and symptoms of an alcohol or a controlled substances problem (the driver's or a co-worker's); and available methods of intervening when an alcohol or a controlled substances problem is suspected, including confrontation, referral to any employee assistance program and/or referral to management."

Give a copy of this policy to your drivers.

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

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

² The level of driver's license the employee is required to have is determined by the seating capacity or weight of the vehicle. There are vehicles that meet the definition of a school bus but do not require that the employee hold a commercial driver's license in order to operate the vehicle; however, any school bus that meets one of the following must be driven by an individual with a commercial driver's license:

- a. Combination Vehicle (Group A)—having a gross combination weight rating or gross combination weight of 11,794 kilograms or more (26,001 pounds or more), whichever is greater, inclusive of a towed unit(s) with a gross vehicle weight rating or gross vehicle weight of more than 4,536 kilograms (10,000 pounds), whichever is greater; or
- b. Heavy Straight Vehicle (Group B)—having a gross vehicle weight rating or gross vehicle weight of 11,794 or more kilograms (26,001 pounds or more), whichever is greater; or
- c. Small Vehicle (Group C) that does not meet Group A or B requirements but that either:
 - Is designed to transport 16 or more passengers, including the driver; or
 - Is of any size and is used in the transportation of hazardous materials.

³You have the option of also requiring an alcohol test, but you may not selectively require it, i.e. if you require it for one prospective employee you must require it for all prospective employees.

⁴ A.C.A. § 6-19-108(f) requires extracurricular trips be made only by certified bus drivers who have a valid in service training certificate.

⁵ While A.C.A. § 6-19-108(e) permits a district to hire a non-certified bus driver in an emergency situation, 49CFR382.301 forbids a first time driver (employee) from performing any safety sensitive functions prior to the district receiving a negative drug test for the employee. Therefore, ASBA advises not hiring a bus driver under A.C.A. § 6-19-108(e) until he/she has had a negative drug/alcohol test.

⁶ While the provisions for fines contained in 27-23-209 do not apply to school districts, school districts are still required to comply with this law. It is for this reason, along with simple prudence in not hiring a person who receives a positive drug/alcohol test, that this language is included. The request for information required by the state is in addition to the federal requirement (49 C.F.R. § 40.25(a)(b)) that you request drug and alcohol test results from any U.S. Department of Transportation regulated employers who have employed the employee during any period during the two years prior to the date of the employee's application.

⁷ You may choose to have an employee submit a written authorization that is valid for a specific number of years instead of on an annual basis.

⁸ Employers are required to report to the Office of Driver Services of the Revenue Division of the Department of Finance and Administration within three (3) business days the results of an alcohol test if it was performed due to cause or as part of random testing and the results were positive or the employee refused to provide a specimen for testing.

⁹ The drivers required to have a teaching license as a prerequisite for their job are covered by Policy 3.7. Federal law requires you to remove them from safety-sensitive functions when a drug or alcohol related problem exists, but does not enter into the realm of dismissing them from their teaching duties. Bus drivers who are not also teaching licensed personnel are covered under this policy and may be dealt with given the specific provisions of their employment. ASBA recommends that licensed employees who are hired for driving a bus in addition to their teaching responsibilities be hired under separate contracts for each position.

¹⁰ When submitting a report, you are required to include all of the following information, as applicable, and provide a copy of the submitted information to the employee, which the employee should sign off on having received:

- a. The reason for the test;
- b. Employee's name, date of birth, and CDL number and State of issuance;
- c. District name, address, and USDOT number;
- d. Date of the test;
- e. Date the result was reported; and
- f. Test result, which must be one of the following:
 - Negative, which is only required for return-to-duty tests;
 - Positive; or

- Refusal to take a test, which shall include the following additional documentation for an employee’s refusal to take a test due to the employee’s failure to appear for the test:
 - Documentation, including, but not limited to, electronic mail or other contemporaneous record of the time and date the employee was notified to appear at a testing site; and the time, date and testing site location at which the employee was directed to appear, or an affidavit providing evidence of such notification;
 - Documentation, including, but not limited to, electronic mail or other correspondence, or an affidavit, indicating the date the employee was terminated or resigned (if applicable);
 - Documentation, including, but not limited to, electronic mail or other correspondence, or an affidavit, showing that the C/TPA reporting the violation was designated as a service agent for an employer who employs himself/herself as a employee performing safety-sensitive functions when the reported refusal occurred (if applicable); and
- g. Documentation, including a certificate of service or other evidence, showing that the District provided the employee with all documentation reported under paragraphs (a) through (f) above.

¹¹ When submitting a report, you are required to include all of the following information, as applicable, and provide a copy of the submitted information to the employee, which the employee should sign off on having received:

- a. Employee’s name, date of birth, CDL number and State of issuance;
- b. District name, address, and USDOT number;
- c. Date the District obtained actual knowledge of the violation;
- d. Witnesses to the violation, if any, including contact information;
- e. Description of the violation;
- f. Evidence supporting each fact alleged in the description of the violation, which may include, but is not limited to:
 - Affidavits;
 - Photographs;
 - Video or audio recordings;
 - Employee statements unless the admission is made in conformity with the District’s written employer voluntary self-identification program or policy;
 - Correspondence; or
 - Other documentation; and
- g. A certificate of service or other evidence showing that the District provided the employee with all information reported under paragraphs (a) through (f) above.

Legal References: A.C.A. § 6-19-108
 A.C.A. § 6-19-119
 A.C.A. § 27-23-105
 A.C.A. § 27-23-201 et seq.
 49 C.F.R. § part 40
 49 C.F.R. § 382.101 – 605
 49 C.F.R. § 382.701 et seq.
 49 C.F.R. § 383.5

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: March 9, 2004

Last Revised: March 9, 2020

8.5— NONCERTIFIED EMPLOYEES SICK LEAVE

Definitions

1. “Employee” is an employee of the District working 20 or more hours per week who is not required to have a teaching license as a condition of his employment.
2. “Sick Leave” is absence from work due to illness, whether by the employee or a member of the employee’s immediate family, or due to a death in the family. The principal shall determine whether sick leave will be approved on the basis of a illness or 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 contracts, but not used. Accumulated sick leave also includes the sick leave transferred from an employee’s previous public school employment.²
5. “Immediate family” means an employee’s spouse, child, parent, sibling 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 fifteen (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 also applies. Except for bonding time, documentation shall be provided by the employee upon request.³

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 discipline up to and including termination.

If the employee's absences are not subject to the FMLA or are in excess of what is protected under the FMLA, excessive absenteeism, to the extent that the employee is not carrying out his/her 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 termination.

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 applicability⁴ determination. If the employee is eligible for FMLA leave and if the leave qualifies under the FMLA, the District will notify the employee in writing, of the decision within five (5) workdays. If the circumstances for the leave as defined in policy 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE don't change, the District is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave within any applicable twelve (12) month period. To the extent the employee has accumulated sick leave, any sick leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave including, once an employee exhausts his/her accumulated sick leave, vacation or personal leave. See 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE.

Sick Leave and Outside Employment

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

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

H1 Payment for unused sick leave shall be paid to all classified personnel at a rate of the current daily classified substitute's pay for every sick leave day above the 90 days provided by law.

H2 Classified staff members who retire will be paid for all sick leave days not used (Maximum of 90 days) at a rate of the current daily classified substitute's pay.

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

² A.C.A. § 6-17-1206(b)(2) requires that leave transferred from prior public school employment be used first. In addition, 1206(b)(3) requires that the leave, if

any remains, be included in the total count of accumulated sick leave if the district pays out unused sick leave upon retirement. While the statute only applies to licensed employees, we have included the language here for consistency.

³ This paragraph is optional. Leave for adoption is protected by FMLA, but FMLA leave is unpaid unless otherwise provided for in policy. By including this paragraph, you would allow the employee to receive sick leave pay for the days missed during the adoption process. If you choose to include it, select the number of days of sick leave an employee may use annually for the adoption/bonding process (15 is not a required number of days).

⁴ As used in this policy, “applicable” is a very important word. Some leave taken under FMLA also applies to sick leave and therefore, the employee will get paid for the leave to the extent the employee has accumulated sick leave. Other leave taken under FMLA is not applicable to sick leave and therefore the FMLA leave is unpaid unless vacation or personal leave is available. For instance, “applicable leave” in terms of time taken under FMLA due to the birth of a child will vary depending on the language in your district’s policy on sick leave. For instance, if sick leave may be taken “for reason of personal illness or illness in the immediate family” (based on the statutory definition in A.C.A. § 6-17-1302, and an employee gives birth to a child, she may take sick leave for the amount of time that her personal physician deems it necessary for her to physically recover from childbirth. Once the medically necessary time has passed, sick leave is no longer appropriate and cannot be used. While under the FMLA, the employee could take additional time off work, she would need to take unpaid FMLA leave for this purpose, unless she had personal days or vacation days available. However, if your district has a much more liberal definition of sick leave in district policy, the results could be entirely different and all birth related leave might be applicable. Another example would be the potential for overlap between pregnancy complications that arise to the level of a “serious health condition.” For instance, pregnancy complications that rose to the level of a “serious health condition” would qualify for both, while missing work for a dentist’s appointment would qualify for sick leave, but would not qualify for FMLA leave. Consult policy 8.23— CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE when making the determination of what sick leave qualifies under both policies. It may also be helpful to consult 29 CFR 825.113, 114, and 115, which are available by calling the ASBA office.

Cross References: 8.12—CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT
8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE
8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES
AND WORKERS’ COMPENSATION

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

Date Adopted: March 9, 2004

Last Revised: April 11, 2016

8.6—SICK LEAVE BANK — NONCERTIFIED EMPLOYEES

A sick leave bank is established for the purpose of permitting non-certified employees, upon approval, to obtain sick leave in excess of accumulated and current sick leave, when the non-certified employee has exhausted all such leave. Only those non-certified employees who contribute to the sick leave bank during a given contract year shall be eligible to withdraw from the sick leave bank.

The Non-certified Sick Leave Bank Committee shall consist of the Personnel Policy Members, which are elected each year one from each of the five categories as designated in Act 1780, and one not belonging to the five other non-certified categories and one (1) administrator.

The Committee shall meet as necessary for the purpose of reviewing requests for withdrawal from the bank. The determination of the committee shall be final.

Membership

1. Any member of the Hamburg School faculty may become a participant for one year by contributing one of his/her regular sick days to SICK LEAVE BANK established for this program.
2. Membership will only be taken during the first two weeks of school, or at the time of hiring.

Withdrawals

As a general guideline for the Review Board, days may be withdrawn only for absence due to catastrophic illness or injury to a participant or participant's spouse, children, parents, siblings or any other relative in the same household. Catastrophic illness or injury for the purpose of policy has been defined by the court as a serious illness or disease that has, or ordinarily has permanent or detrimental effect on the body and/or leaves a permanent injury. A severe illness has an effect on the general health or continuance of life of the person affected. It does not mean temporary physical disturbances or ailments speedily and entirely recoverable from, not interfering materially in pursuit of one's vocation, producing no permanent effect. Neither normal pregnancy, nor elective or non-emergency surgery, cosmetic surgery nor correctional surgery which in the opinion of the medical experts can be performed during the summer months, or non-life threatening conditions shall qualify for withdrawal of sick leave bank.

The Committee may, but is not obligated to, grant sick leave up to 20 days per contract year, with a maximum of 10 per pay period, for serious personal or family illness, disabilities or accidents (not including accidents for which the employee is receiving Workers' Compensation), which cause the employee to be absent from work and when the employee has exhausted all accumulated and current sick leave.

Absence from work due to medically unnecessary elective surgery (including C-sections without complications) may not make the employee eligible to withdraw from the sick leave bank.

Requests for withdrawal from the sick leave bank must state the reason(s) for the request and the number of days requested and must be accompanied by a detailed statement from an attending physician of the nature of the malady and the expected duration thereof. Each request will be reviewed individually and on its own merit.

If the information provided to the Committee is deemed by a majority of the Committee to be insufficient, the Committee may require additional information or deny the employee's request, at its discretion.

The Committee shall have the authority to grant, reduce or deny any request. However, the Committee may grant no request, or any granted time may be withdrawn, when the employee accepts retirement; is eligible for Social Security Disability; or other disability insurance or the employee returns to work.

Maintenance

1. Members will be assessed for days when the Sick Leave Bank has reached a point of near depletion (50 days).

2. Will donate only one (1) day at a time.
3. Days assessed cannot be returned to employees and will be carried forward in the Sick Leave Bank.
4. A member utilizing sick leave days from the bank shall not have to replace those days except as a regular contributing member.

Legal Reference: A.C.A. § 6-17-1306

Date Adopted: March 9, 2004

Last Revised: February 13, 2017

**NONCERTIFIED SICK LEAVE BANK
MEMBERSHIP FORM**

Please enroll me in the Sick Leave Bank of the Hamburg School District. I have read the Sick Leave Bank Policy and agree to the requirements.

Transportation Personnel cannot participate, due to the fact that their sick leave days cannot be accumulated.

Signature

Date _____

Date

Please check one:

_____ New member (I agree to donate one day of my sick leave time)

_____ No, I do not wish to join the Sick Leave Bank.

**THIS FORM MUST BE SIGNED AND RETURNED TO BOOKKEEPING
WITHIN 2 WEEKS OF HIRE STATING YOUR INTENTIONS CONCERNING
THE SICK LEAVE BANK. PLEASE KEEP THE POLICY FOR YOUR
RECORDS AND RETURN ONLY THIS FORM.**

**REQUEST FORM
NONCERTIFIED**

TO: Sick Leave Bank Committee

FROM: _____

SUBJECT: Sick Leave Bank Request

I request _____ days from the Sick Leave Bank to become effective on the date of _____, the date on which my personal and sick leave days were exhausted, for the following reason:

Attached is a medical statement from my doctor giving the reason for my disability and the date I can return to work.

Name _____

Address _____

Telephone _____

Social Security # _____

Signature

Date

**SICK LEAVE BANK APPROVAL FORM
NONCERTIFIED**

Applicant _____ Date _____

Address _____ Home Phone _____

School Building _____ School Phone _____

The Committee that governs the use of the Sick Leave Bank has reviewed your application for additional sick leave days for the current school year.

The Committee has authorized that _____ days be credited to you from the sick leave bank.

This form has been sent to Central Office to notify them of the days granted.

Chairperson of Committee

Secretary of Committee

Date Approved by Committee

Recipient must re-contribute one (1) day during the first two weeks of school of the following year to be eligible to make additional withdrawals.

Three copies are to be made of each application. They are to be sent to the applicant, Central Office, and one to the Sick Leave Pool Committee.

8.7—NONCERTIFIED PERSONNEL PERSONAL 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 and one-half (2 ½) days of personal leave per contract year. The leave may be taken in increments of no less than one-half day (3 hours).

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) 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 accumulates from one contract year to the next up to five (5) days. Any additional days after five transfers to sick leave.

Personal leave requested to be taken the day before or the day after a holiday is discouraged.

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 their participation in the professional leave activity and a substitute is needed for the employee, the district shall pay the full cost of the substitute.

Notes: Please note that the provisions of Act A.C.A. § 21-4-216, which gives state employees eight (8) hours of paid leave to attend their children's school educational activities, do **NOT** apply to public school employees.

Legal Reference: A.C.A. § 6-17-211

Date Adopted: June 16, 2003

Last Revised: February 8, 2016

8.8—NONCERTIFIED 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.¹

Notes: ¹ For example, if a sex offender parent will arrive for conferences at the same time as other parents, staff should escort additional parents to their student's classroom, not just the sex offender parent. All principals, designees, and school employees who will or may have contact with the sex offender parents shall be required to keep confidential both the sex offender status and sex offender accommodations made for a parent.

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

Legal Reference:

A.C.A. § 5-14-132

A.C.A. § 12-12-913 (g) (2)

Division of Elementary and Secondary Education Guidelines for "Megan's Law"

A.C.A. § 5-14-132

Date Adopted: May 12, 2008

Last Revised: June 10, 2019

8.9—PUBLIC OFFICE – NONCERTIFIED PERSONNEL

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

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

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

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

Note: This policy is similar to Policy 3.13. If you change this policy, review 3.13 at the same time to ensure applicable consistency between the two.

Legal Reference: A.C.A. § 6-17-115, 116

Date Adopted: March 9, 2004
Last Revised: February 8, 2016

8.10—JURY DUTY – NONCERTIFIED PERSONNEL

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

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

Reference: A.C.A. § 16-31-106

Date Adopted: March 9, 2004

Last Revised: May 15, 2012

8.11—OVERTIME, COMPENSATORY TIME, and COMPLYING WITH FLSA

The Hamburg School District shall comply with those portions of the Fair Labor Standards Act (FLSA) that relate to the operation of public schools. The FLSA requires that covered employees receive compensation for each hour worked at greater than or equal to the applicable minimum wage for workweeks of less than or equal to forty (40) hours.^A It also requires that employees be compensated for workweeks of greater than forty (40) hours at one and a half (1 ½) times their regular hourly rate of pay either monetarily^B or through compensatory time off^C.

Definitions

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

“Exempt Employees” are those employees who are not covered under the FLSA because the employee’s:^{1, D}

- A. Primary job duties are considered to be exempt eligible due to being administrative or professional in nature. Examples include teachers, counselors, registered nurses, and supervisors; and
- B. Salary meets or exceeds a minimum weekly/annual amount.

Any employee who is unsure of their coverage status should consult with the District’s Administration.

“Overtime” is hours worked in excess of forty (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.^E

“Regular Rate of Pay” includes all forms of remuneration for employment² and shall be expressed as an hourly rate.^F 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.

“Straight time pay” is the amount of hourly compensation an employee receives for each hour worked during that week.

“Workweek” is the seven day consecutive period of time from 12:00AM on Sunday to midnight on the following Saturday.³ 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.^G

Employment Relationships

The District does not have an employment relationship in the following instances:⁴

1. Between the District and student teachers;

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

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

- a. 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.
- b. Between the District and any agency contracted with to provide transportation services, security services, substitute teachers or other temporary employees, or other services.

Hours Worked

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

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.^J

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.⁴

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 forty (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 twenty (20) hours per week shall be provided two (2), paid, fifteen (15) minute duty free breaks per workday.^K

Meal periods which are less than thirty (30) minutes in length or in which the employee is not relieved of duty are compensable.^L Employees with a bona fide meal period shall be

completely relieved of their duty to allow them to eat their meal which they may do away from their work site, in the school cafeteria, or in a break area.

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

Overtime

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

The rate of overtime pay for employees who work two (2) or more jobs for the District at different rates of pay shall be determined by creating a weighted average of the different rates (a.k.a. blended rate).^O The weighted average will be calculated by multiplying the number of hours worked during that week for each position by the position's rate of pay, combining the resulting amounts for each position (straight time pay), and dividing the straight time pay by the total number of hours the employee worked in that week. The weighted average will then be multiplied by one half (0.5), which will then be multiplied by the number of hours the employee worked that week over forty (40).⁵

Provided the employee and the District have a written agreement or understanding before the work is performed,^P compensatory time off may be awarded in lieu of overtime pay for hours worked over forty (40) in a workweek and shall be awarded on a one-and-one-half (1 1/2) time basis for each hour of overtime worked.^Q 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 twenty (20).⁷ The employee must be able to take the compensatory time off within a reasonable period of time that is not unduly disruptive to the District.

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

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

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

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

Record Keeping^S and Postings^T

The District shall keep and maintain records as required by the FLSA for the period of time^U required by the act.⁹

The District shall display minimum wage posters where employees can readily observe them.¹⁰

Cooperation with Enforcement Officials^V

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

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

Notes:

¹ Registered nurses fall under the “Learned Professional” exemption of the FLSA; however, this exemption does not apply to LPNs.

Except for teachers and other staff whose primary job duties requires the employee to have a valid teaching license, in order for an employee to be an exempt employee under this policy, the Wage and Hour Division of the DOL requires the employee to receive a minimum amount of gross income on a weekly or annual basis. Currently, an employee must receive a minimum of six hundred eighty-four dollars (\$684) a week or \$35,568 annually to be exempt.

² If you provide your employee a benefit in the form of goods or a facility the reasonable cost or the fair value of the lodging (per week) must be added to the cash wages before the regular rate is determined.

³ Select any consecutive one hundred sixty-eight (168) hours period (seven (7) days) that will work best for your district.

⁴ Devise a system that will work for your district. The point is to have an accurate and verifiable record of the hours worked by each employee. While carrying time cards around can be a hassle, you don't want to lose excessive worktime from an employee having to walk excessively to and from their time sheet. Time clocks are obviously an accurate and verifiable record of hours worked, but they are not without drawbacks. First, they are not cheap to initially purchase and then to configure for your district as a whole. Second, employees can unintentionally take less than 30 minute meal times (by forgetting the exact time they clock out) which makes that time compensable.

⁵ Example: Employee has two (2) jobs for the district that each pay a different rate: job A pays eight dollars (\$8.00) per hour and job B pays ten dollars (\$10) per hour. One week, Employee works fifty (50) hours: twenty-six (26) hours for job A and twenty-four (24) hours for job B. 26 hours at \$8.00 = \$208 and 24 hours at \$10 = 240. \$208 + \$240 = \$448 (straight time pay). \$448 divided by 50 = \$8.96 (weighted average). $\$8.96 \times 0.5 = \4.48 . $\$4.48 \times 10 \text{ hours} = \44.80 . $\$448 + \$44.80 = \$492.80$. Therefore, the employee will be paid four hundred ninety-two dollars and eighty cents (\$492.80) for the week.

The reason why it appears that a person who works two differently paid jobs receives such a small amount per hour for overtime pay is because the payment formula takes into account that you have already paid the person their standard rate of pay for the additional hours worked as part of the employee's straight time pay so you are only needing to determine the additional one half (0.5) the employee is eligible to receive for each hour of overtime. For more information visit http://www.twc.state.tx.us/news/eft/i_employees_two_rates.html.

⁶ You may choose any number ≤ 240 . In determining the number to insert remember that you must permit the employee to use the comptime within a "reasonable" period of time so long as it does not "unduly disrupt" the district's operations. Comptime does not have to be offered to all employees, nor does the agreement have to be the same for all employees.

⁷ The DOL does not recognize leave in the form of "days" for hourly employees even though that is how Arkansas law (A.C.A. § 6-17-1304) prescribes them. The DOL requires they be attributed in hourly allotments. You can choose the minimum amount of leave that may be used at one time.

⁸ 29 CFR § 516.2 –516.9 and 29 CFR § 553.50 list the records that are required to be kept.

⁹ The district must display minimum wage posters in "conspicuous places" (each work site). They can be downloaded from the DOL by going to <http://www.dol.gov/whd/regs/compliance/posters/flsa.htm>

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

Date Adopted: March 9, 2004

Last Revised: March 9, 2020

8.12— NONCERTIFIED PERSONNEL OUTSIDE EMPLOYMENT

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

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

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

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.

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

¹ The fact that a district may reduce an employee's hours for one job due to extra hours being worked in the employee's second job does NOT permit the district to require the same duties in the reduced hours job, but merely pay for it to be done

in fewer hours. Please also note that districts are obligated under the Fair Labor Standards Law (FLSA) (see policy 8.11) to pay every hourly employee (other than those few classified employees who meet FLSA's definition of "supervisor") for every minute worked. Classified employees' wages have to be based on an hourly wage even if paid as a salary; there are methods for determining the "blended" rate for employees working more than 40 hours in a week who are paid on the basis of more than one hourly wage. These requirements also apply to the calculation of stipends.

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

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

Date Adopted: March 9, 2004
Last Revised: May 19, 2014

8.13— CLASSIFIED PERSONNEL EMPLOYMENT

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

If the employee provides false or misleading information, or if he/she 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.¹ All classified employees shall complete, at District expense, a criminal records background check and Child Maltreatment Central Registry check at least one (1) time every five (5) years.

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.

For unlicensed individuals employed as teachers or administrators under a waiver, all teachers who begin employment in the 2021-2022 school year and each school year thereafter shall demonstrate proficiency or awareness in knowledge and practices in scientific reading instruction as is applicable to their teaching position by completing the prescribed proficiency or awareness in knowledge and practices of the scientific reading instruction credential either as a condition of licensure or within one (1) year for teachers who are already licensed or employed as a teacher under a waiver from licensure.²

Before the superintendent may make a recommendation to the Board that an individual be hired by the District, the superintendent shall check the Arkansas Educator Licensure System to determine if the individual has a currently suspended or revoked teaching license or a current Level 3 or Level 4 public notification of ethics violation. An individual with a currently suspended license or whose license has been revoked by the State Board of Education is not eligible to be employed by the District; this prohibition includes employment as a substitute teacher, whether directly employed by the District or providing substitute teaching services under contract with an outside entity. An individual with a current Level 3 or Level 4 public notification of ethics violation shall not be recommended for employment by the District.

The Hamburg District is an equal opportunity employer and shall not discriminate on the grounds of race, color, religion, national origin, sex, pregnancy, sexual orientation, gender identity, age, disability, or genetic information.³

Inquiries on non discrimination may be directed to Doretta Griffin⁴, who may be reached at (870) 853-9851⁵.

Any person may report sex discrimination, including sexual harassment, to the Title IX Coordinator in person or by using the mailing address, telephone number, or email address provided above. A report may be made at any time, including during non-business hours, and may be on the individual's own behalf or on behalf of another individual who is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment.

For further information on notice of non-discrimination or to file a complaint, visit <http://wdcrobcop01.ed.gov/CFAPPS/OCR/contactus.cfm>; for the address and phone number of the office that serves your area, or call 1-800-421-3481.

In accordance with Arkansas law⁶, 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; and
3. a deceased veteran's spouse who is unmarried throughout the hiring process.

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.

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

¹ An expunged, sealed, or pardoned conviction shall not disqualify a person from employment **unless the conviction involves** the physical or sexual injury, mistreatment, or abuse of another.

² If you do not have a waiver to employ individuals as teachers or administrators without a license, remove this paragraph.

³ A copy of the non-discrimination statement should be included in all district publications unless the publication is intended only for students and parents. Publications intended only for students and parents should include the nondiscrimination clause in Policy 4.11—EQUAL EDUCATIONAL OPPORTUNITY.

⁴ Insert the position(s) designated to be contacted on discrimination inquiries. If you have different positions designated to answer questions on disability discrimination (504 coordinator) and sex discrimination (Title IX coordinator), then you will need to include the position responsible for each area. Do not include the name(s) of the person(s) to be contacted in the policy; changing the name of the person (due to a staffing change) would necessitate amending the policy, which would require it to go through the entire adoption process.

⁵ Insert the office address, phone number, and email address to be used to contact the designated position. If you have more than one position designated as set forth in footnote ⁴, you will need to include a contact number, email address and office address for each position. The contact number and office address may be the school/district address and phone number. We recommend making the email address specific to the position, such as titleix@districtdomain.org, and having the emails sent to the coordinator's inbox to prevent having to amend the policy due to staff changes.

While 34 C.F.R. § 106.8 requires that an individual be able to submit a report, including by telephone, both inside and outside of business hours, we do not believe that this requires that the Title IX Coordinator must be on-call to receive phone calls at any time; instead, the number provided for individuals to use must allow individuals wanting to report sexual discrimination or sexual harassment to the Title IX Coordinator to be able to leave a voice message for the Title IX Coordinator.

⁶ A.C.A. § 21-3-301 et seq., includes public schools in the list of employers required to provide a preference to applicants who qualify for a veteran or a deceased veteran's spouse category when selecting interview candidates, during the interview process, and in selecting a new employee.

A.C.A. § 21-3-302 covers the requirements for giving a veteran preference during the application, interview, and hiring processes. The statute does not require districts to use a particular scoring method to demonstrate giving a preference and

districts can continue using the system they have previously been using. However, A.C.A. § 21-3-302 and A.C.A. § 21-3-303 require districts be able to demonstrate that any qualifying applicant was given a preference during the entire application, interview, and hiring, processes.

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

Legal References:

Division of Elementary and Secondary Education Rules Governing Background Checks
Division of Elementary and Secondary Education Rules Governing the Code of Ethics for
Arkansas Educators

A.C.A. § 6-17-301
A.C.A. § 6-17-414
A.C.A. § 6-17-428
A.C.A. § 6-17-429
A.C.A. § 21-3-302
A.C.A. § 21-3-303
A.C.A. § 25-19-101 et seq.
28 C.F.R. § 35.106
29 C.F.R. part 1635
34 C.F.R. § 100.6
34 C.F.R. § 104.8
34 C.F.R. § 106.8
34 C.F.R. § 106.9
34 C.F.R. § 108.9
34 C.F.R. § 110.25

Date Adopted: March 9, 2004

Last Revised: July 13, 2020

8.14—CLASSIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES

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

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

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

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

Note: This policy is similar to Policy 3.20. If you change this policy, review 3.20 at the same time to ensure applicable consistency between the two.

Cross Reference: Policy 7.12—EXPENSE REIMBURSEMENT

Date Adopted: June 16, 2003
Last Revised: May 15, 2012

8.15— CLASSIFIED PERSONNEL **USE OF TOBACCO, ELECTRONIC NICOTINE DELIVERY SYSTEMS, AND RELATED PRODUCTS**

Tobacco is, and has been for many years recognized as the foremost preventable cause of premature death in the United States. Tobacco use also adversely affects student and staff attendance and performance. The district shall strive to eliminate tobacco use anywhere on district property in an effort to promote the general welfare and safety of individuals who study, work and/or visit district facilities. Additionally, the district will help students, staff, and their families in their efforts to stop using tobacco products.

For the purposes of this policy, tobacco is defined to include tobacco or tobacco products in any form including, but not limited to cigarettes, cigars, chewing tobacco, and snuff.

Tobacco Policy to be Strictly Enforced

Due to the serious health risks associated with tobacco, all aspects of this policy shall be strictly enforced.

Tobacco Use Prohibited

Smoking or the use of tobacco or tobacco products by any individual in or on any property owned or leased by the district, including school buses or any other school vehicle is prohibited. This prohibition extends to anyone attending school sponsored events on campus and to students and staff attending school sponsored events off campus. The school principal and his/her designee(s) shall be responsible for enforcing this policy.

Tobacco Advertising Prohibited

This district, any school sponsored organizations, and any organization(s) choosing to use district facilities shall not advertise tobacco products in any manner in school buildings, in or on school vehicles, at school functions, or in school publications or publications allowed to be distributed on school property or at school functions whether on or off school property.

Additional forms of advertising which are forbidden are promotional sponsorships and giveaways entered into in conjunction with the tobacco industry, tobacco-related gear or paraphernalia, and clothing promoting tobacco property, no student may wear clothing which promotes tobacco or tobacco products.

Promotion of Policy

The superintendent or his/her designee shall notify students, families, visitors, and district staff and contractors of this policy. Such notification shall be through student handbooks, newsletters, newspaper articles, and district postings as well as at PTA meetings and sports events. The district shall influence community opinion against tobacco use by utilizing local media. It is important that in communications concerning this policy, the district stress that policy will be strictly enforced.

Tobacco Prevention Education

To help promote a tobacco free workplace and lifestyle for students and employees, the district shall establish a tobacco awareness program. Students and employees shall be informed of the addictive nature of tobacco and its hazards to the health of both the user and those individuals in the vicinity of the user.

Employees shall be informed of the dangers of tobacco at staff meetings (with the possible exception of those individuals responsible for teaching health education, this does **not** count towards professional development,) and be given sufficient information to be fully aware of the consequences of tobacco use.

Students shall be presented with tobacco prevention education in all grades at a level appropriate to their grade. The tobacco education program shall be integrated into the general health education program and 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 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.

Tobacco Cessation Programs

The district shall inform students, staff and family members about tobacco cessation programs available within the community and surrounding areas and provide information regarding how to contact such programs. School counselor and community agencies are encouraged to establish voluntary tobacco cessation programs at their schools.

Tobacco Policy Update and Review

This policy shall be subject to periodic and formal review by the district board of directors in consultation with students, staff, and community members.

Violations

Visitors found using tobacco products shall be informed of this policy and asked to cease their use of such products. Visitors who refuse shall be asked to leave the school campus or activity. Principals are authorized to seek the assistance of law enforcement officers in removing visitors who refuse to leave voluntarily.

Students who use tobacco in violation of this policy shall be subject to the following consequences: An oral reprimand, In-School-Suspension with an ultimate consequence for repeated violations, despite warnings, or expulsion.

Staff members who use tobacco in violation of this policy shall be subject to the following consequences: An oral reprimand, followed by a written reprimand, with an ultimate consequence for repeated violation, despite warnings, of termination or non-renewal of the employee's contract of employment.

Legal Reference: A.C.A. § 6-21-609

Date Adopted: March 9, 2004

Last Revised: March 9, 2020

8.16—DRESS OF NONCERTIFIED EMPLOYEES

Employees shall ensure that their dress and appearance are professional and appropriate to their positions. **Employees are forbidden to wear any political paraphernalia including but not limited to buttons, shirts, banners, etc.**

Date Adopted: March 9, 2004

Last Revised: March 13, 2017

8.17— NONCERTIFIED PERSONNEL POLITICAL ACTIVITY

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

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

1. Using students for preparation or dissemination of campaign materials;
2. Distributing political materials;
3. Distributing or otherwise seeking signatures on petitions of any kind;
4. Posting political materials; and
5. Discussing political matters with students, in or out of the classroom, in other than circumstances appropriate to the employee's responsibilities to the students and where a legitimate pedagogical reason exists.
- 6. Imposing personal views/platforms**
- 7. Wearing/posting to web, political paraphernalia including but not limited to buttons, shirts, posters, banners, etc.**

Legal References: A.C.A. § 7-1-103
 A.C.A. § 7-1-111

Date Adopted: March 9, 2004
Last Revised: March 9, 2020

8.18— NONCERTIFIED PERSONNEL DEBTS

All employees are expected to meet their financial obligations. If an employee writes “hot” checks or has his income garnished, 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: March 9, 2004

Last Revised: April 8, 2012

8.19— NONCERTIFIED 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

“Employee” means any person employed under a written contract by this school district.

“Grievance” means a claim or concern raised by an individual employee of this school district related to the interpretation, application, or claimed violation of the personnel policies, including salary schedules; federal laws and regulations; state laws and rules; or terms or conditions of employment. 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.¹ A group of employees who have the same grievance may file a group grievance.

“Group Grievance” means a grievance that may be filed as a group if all of the following criteria are met and the group’s issue is a subject that may be grieved under this policy’s definition of grievance: More than one individual has interest in the matter; and

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

Simply meeting all of the criteria above alone does not ensure that the subject presented by the group is eligible to be grieved.

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

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

Process

Level One: An employee who believes that he/she has a grievance shall inform that employee’s immediate supervisor that the employee has a potential grievance. Except for a grievance concerning back pay, the employee must inform his/her immediate supervisor of the existence of a potential grievance within five (5) working days of the occurrence of the grievance. The supervisor shall schedule a conference with the employee to hear the employee’s potential grievance that shall be held no later than five (5) working days after the supervisor is informed of the existence of the potential grievance and 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. If the grievance is not advanced to Level Two within five (5) 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 (5) working days of the discussion with the immediate supervisor, citing the manner in which the specific personnel policy was violated that has given rise to the grievance, and submit the Grievance Form to his/her immediate supervisor. The supervisor will have ten (10) 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 (10) 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 (10) 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 (5) working days from the date of the principal's written response, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

Level Two (when appeal is to the superintendent): Upon receipt of a Level Two Grievance Form, the superintendent will have ten (10) 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 (10) working days in which to deliver a written response to the grievance to the employee.

Level Three: If the proper recipient of the Level Two Grievance was the building principal, and the employee remains unsatisfied with the written response to the grievance, the employee may advance the grievance to the superintendent by submitting a copy of the Level Two Grievance Form and the principal's reply to the superintendent within five (5) working days of his/her receipt of the principal's written reply. The superintendent will have ten (10) 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 (10) 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 Directors within five (5) working days of his/her receipt of the Superintendent's written response by submitting a written request for a board hearing to the superintendent². If the grievance is not appealed to the Board of Directors within five (5) working days of his/her receipt of the superintendent's written 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. Based on a review of the Level Two Grievance Form and the superintendent's reply, the board shall:

- a. For a grievance filed as an individual, determine if the grievance, on its face, is a subject that may be grieved under district policy.
- b. For a grievance that is filed as a group grievance, review the composition of the group and either:
 - Rule that the group has met the requirements to qualify as a group grievance and then determine whether the matter of the grievance is, on its face, a subject that may be grieved under District policy; or
 - Rule that the composition of the group does not meet the definition of a group grievance under District policy.

If the Board rules that the grievance, whether filed as an individual or as a group, is not a subject that may be grieved, the matter shall be considered closed. If the Board rules that the composition of the group does not meet the definition of a group grievance under District policy, employees who had filed a grievance as part of a group grievance that the Board ruled to not meet the policy's definition of a group grievance may choose to subsequently file an individual grievance by starting with Level One of the process; in such cases, a grievance will be considered to be timely filed if the notification of the employee's supervisor requirement under Level 1 is made within five (5) work days of the Board meeting where the Board ruled that the proposed group grievance did not meet the policy's definition of a group grievance.

If the Board rules the grievance to be a subject that may be grieved, they shall immediately commence a hearing on the grievance. All parties have the right to representation at the appeal hearing by a person of their own choosing except that no party shall be represented by an individual who is a member of the employee's immediate family. The employee shall have no less than ninety (90) minutes to present his/her grievance, unless a shorter period is agreed to by the employee, and both parties shall have the opportunity to present and question witnesses. The hearing shall be open to the public unless the employee requests a private hearing. If the hearing is open to the public, the parent or guardian of any student under the age of

eighteen (18) years who gives testimony may elect to have the student's testimony given in closed session. At the conclusion of the hearing, if the hearing was closed, the Board of Directors may excuse all parties except board members and deliberate, by themselves, on the hearing. At the conclusion of an open hearing, board deliberations shall also be in open session unless the board is deliberating the employment, appointment, promotion, demotion, disciplining, or resignation of the employee. A decision on the grievance shall be announced no later than the next regular board meeting.

Records

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

Reprisals

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

Notes: This policy is similar to Policy 3.25. If you change this policy, review 3.25 at the same time to ensure applicable consistency between the two.

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

² It is suggested that you date stamp the request for a board hearing upon receipt.

Legal Reference: ACA § 6-17-208, 210

Date Adopted: March 9, 2004

Last Revised: March 9, 2020

8.19F—Level Two Grievance Form— NONCERTIFIED

Name: _____

Date submitted to supervisor: _____

Non-certified Personnel Policy grievance is based upon: _____

Grievance (be specific):

What would resolve your grievance?

Supervisor's Response

Date submitted to recipient: _____

Date Adopted: March 9, 2004

Last Revised: May 15, 2012

8.20— NONCERTIFIED PERSONNEL SEXUAL HARASSMENT

The Hamburg School District is committed to providing an academic and work environment that treats all students and employees 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 and work environment and will not be tolerated.

The District believes the best policy to create an educational and work environment free from sexual harassment is prevention; therefore, the District shall provide informational materials and training to students, parents/legal guardians/other responsible adults, and employees on sexual harassment. The informational materials and training on sexual harassment shall be age appropriate and, when necessary, provided in a language other than English or in an accessible format. The informational materials and training shall include, but are not limited to:

- the nature of sexual harassment;
- The District’s written procedures governing the formal complaint grievance process;¹
- The process for submitting a formal complaint of sexual harassment;
- That the district does not tolerate sexual harassment;
- That students and employees can report inappropriate behavior of a sexual nature without fear of adverse consequences;
- The supports that are available to individuals suffering sexual harassment; and
- The potential discipline for perpetrating sexual harassment.

Definitions

“Complainant” means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

“Education program or activity” includes locations, events, or circumstances where the District exercised substantial control over both the respondent and the context in which the sexual harassment occurs.

“Formal complaint” means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting an investigation of the allegation of sexual harassment.

“Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

“Sexual harassment” means conduct on the basis of sex that satisfies one or more of the following:

1. A District employee:
 - a. Conditions the provision of an aid, benefit, or service of the District on an individual’s participation in unwelcome sexual conduct;² or
 - b. Uses the rejection of unwelcome sexual conduct as the basis for academic decisions affecting that individual;²
2. The conduct is:
 - a. Unwelcome; and
 - b. Determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District’s education program or activity; or
 - c. Constitutes:
 - d. Sexual assault;
 - e. Dating violence
 - f. Domestic violence; or
 - g. Stalking.

“Supportive measures” means individualized services that are offered to the complainant or the respondent designed to restore or preserve equal access to the District’s education program or activity without

unreasonably burdening the other party. The supportive measures must be non-disciplinary and non-punitive in nature; offered before or after the filing of a formal complaint or where no formal complaint has been filed; and offered to either party as appropriate, as reasonably available, and without fee or charge. Examples of supportive measures include, but are not limited to: measures designed to protect the safety of all parties or the District's educational environment, or deter sexual harassment; counseling; extensions of deadlines or other course-related adjustments; modifications of work or class schedules; campus escort services; mutual restrictions on contact between the parties; changes in work or class locations; leaves of absence; and increased security and monitoring of certain areas of the campus.

Within the educational environment, sexual harassment is prohibited between any of the following: students; employees and students; non-employees and students; employees; and 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 and may occur regardless of the sex(es) of the individuals involved. Depending upon such circumstances, examples of sexual harassment include, but are not limited to:

- Making sexual propositions or pressuring for sexual activities;
- Unwelcome touching;
- Writing graffiti of a sexual nature;
- Displaying or distributing sexually explicit drawings, pictures, or written materials;
- Performing sexual gestures or touching oneself sexually in front of others;
- Telling sexual or crude jokes;
- Spreading rumors related to a person's alleged sexual activities;
- Discussions of sexual experiences;
- Rating other students as to sexual activity or performance;
- Circulating or showing e-mails or Web sites of a sexual nature;
- Intimidation by words, actions, insults, or name calling; and
- Teasing or name-calling related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual, regardless of whether or not the student self-identifies as homosexual or transgender.

Employees who believe they have been subjected to sexual harassment are encouraged to submit a report to their immediate supervisor, an administrator, or the Title IX coordinator. 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 sexual harassment. If the District staff member who received a report of alleged sexual harassment is not the Title IX Coordinator, then the District staff person shall inform the Title IX Coordinator of the alleged sexual harassment. As soon as reasonably possible after receiving a report of alleged sexual harassment from another District staff member or after receiving a report directly through any means, the Title IX Coordinator shall contact the complainant to:

- Discuss the availability of supportive measures;
- Consider the complainant's wishes with respect to supportive measures;
- Inform the complainant of the availability of supportive measures with or without the filing of a formal complaint; and
- explain to the complainant the process for filing a formal complaint.

Supportive Measures

The District shall offer supportive measures to both the complainant and respondent that are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party before or after the filing of a formal complaint or where no formal complaint has been filed. The District shall provide the individualized supportive measures to the complainant unless declined in writing by the complainant and shall provide individualized supportive measures that are non-disciplinary and non-punitive to the respondent. A complainant who initially declined the District's offer of supportive measures may request supportive measures at a later time and the District shall provide individualized supportive measures based on the circumstances when the subsequent request is received.

Formal Complaint

A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by email. Upon receipt of a formal complaint, a District shall simultaneously provide the following written notice to the parties who are known:

- Notice of the District's grievance process and a copy of the procedures governing the grievance process;
- Notice of the allegations of sexual harassment including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include:
 - ✚ The identities of the parties involved in the incident, if known;
 - ✚ The conduct allegedly constituting sexual harassment; and
 - ✚ The date and location of the alleged incident, if known;
- A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;
- That the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;
- That the parties may inspect and review evidence relevant to the complaint of sexual harassment; and
- That the District's personnel policies and code of conduct prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If, in the course of an investigation, the District decides to investigate allegations about the complainant or respondent that are not included in the previous notice, the District shall simultaneously provide notice of the additional allegations to the parties whose identities are known.

The District may consolidate formal complaints of allegations of sexual harassment where the allegations of sexual harassment arise out of the same facts or circumstances and the formal complaints are against more than one respondent; or by more than one complainant against one or more respondents; or by one party against the other party. When the District has consolidated formal complaints so that the grievance process involves more than one complainant or more than one respondent, references to the singular "party", "complainant", or "respondent" include the plural, as applicable.

When investigating a formal complaint and throughout the grievance process, a District shall:

- Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the District and not on the parties;
- Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege or access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party unless the District obtains the parent, legal guardian, or other responsible adult of that party's voluntary, written consent or that party's voluntary, written consent if the party is over the age of eighteen (18) to do so for the grievance process;
- Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
- Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
- Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to

- be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding;
- Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
- Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation ; this includes evidence:
 - Whether obtained from a party or other source,;
 - The District does not intend to rely upon in reaching a determination regarding responsibility; and
 - That is either Inculpatory or exculpatory; and
- Create an investigative report that fairly summarizes relevant evidence.

At least ten (10)³ days prior to completion of the investigative report, the District shall send to each party and the party’s advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy. The parties shall have at least ten (10)³ days to submit a written response to the evidence. The investigator will consider the written responses prior to completion of the investigative report. All evidence subject to inspection and review shall be available for the parties’ inspection and review at any meeting to give each party equal opportunity to refer to such evidence during the meeting.

After the investigative report is sent to the parties, the decision-maker shall:

- Provide each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness;
- Provide each party with the answers;
- Allow for additional, limited follow-up questions from each party; and
- Provide an explanation to the party proposing the questions any decision to exclude a question as not relevant. Specifically, questions and evidence about the complainant’s sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant’s prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant’s prior sexual behavior with respect to the respondent and are offered to prove consent.

Following the completion of the investigation period, the decision-maker, who cannot be the same person as the Title IX Coordinator or the investigator, shall issue a written determination regarding responsibility. The written determination shall include—

1. Identification of the allegations potentially constituting sexual harassment;
2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including:
 - a. Any notifications to the parties;
 - b. Interviews with parties and witnesses;
 - c. site visits;
 - d. Methods used to gather other evidence,; and
 - e. Hearings held;
3. Findings of fact supporting the determination;
4. Conclusions regarding the application of the District’s personnel policies or code of conduct to the facts;
5. A statement of, and rationale for, the result as to each allegation, including:
 - a. A determination regarding responsibility;
 - b. Any disciplinary sanctions imposed on the respondent; and

- c. Whether remedies designed to restore or preserve equal access to the District's education program or activity will be provided by the District to the complainant; and
6. The procedures and permissible bases for the complainant and respondent to appeal.

The written determination shall be provided to the parties simultaneously. The determination regarding responsibility shall become final on the earlier of:

- If an appeal is not filed, the day after the period for an appeal to be filed expires; or
- If an appeal is filed, the date the written determination of the result of the appeal is provided to the parties.

The District shall investigate the allegations in a formal complaint. If the conduct alleged in the formal complaint would not constitute sexual harassment as defined in this policy even if proved; did not occur in the District's education program or activity; or did not occur against a person in the United States, then the District shall dismiss the complaint as not meeting the definition of sexual harassment under this policy. A dismissal for these reasons does not preclude action under another provision of the District's personnel policies or code of conduct.

The District may dismiss the formal complaint or any allegations therein, if at any time during the grievance process:

- The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;
- The respondent is no longer enrolled at the District; or
- Specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon the dismissal of a formal complaint for any reason, the District shall promptly send written notice of the dismissal and reason(s) for the dismissal simultaneously to the parties.

The District may hire an individual or individuals to conduct the investigation or to act as the determination-maker when necessary.

Appeals

Either party may appeal a determination regarding responsibility or from a dismissal of a formal complaint or any allegations therein, on the following bases:

- a. The existence of a procedural irregularity that affected the outcome of the matter;
- b. Discovery of new evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter;
- c. The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter; or
- d. An appeal of the disciplinary sanctions from the initial determination.⁴

For all appeals, the District shall:

1. Notify the other party in writing when an appeal is filed;
2. Simultaneously Provide all parties a written copy of the District's procedures governing the appeal process;
3. Implement appeal procedures equally for both parties;
4. Ensure that the decision-maker⁵ for the appeal is not the same person as the decision-maker that reached the original determination regarding responsibility or dismissal, the investigator, or the Title IX Coordinator;
5. Provide all parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;

6. Issue a written decision describing the result of the appeal and the rationale for the result; and
7. Provide the written decision simultaneously to both parties.

Confidentiality

Reports of sexual harassment, both informal reports and formal complaints, will be treated in a confidential manner to the extent possible. Limited disclosure may be provided to:

- individuals who are responsible for handling the District's investigation and determination of responsibility to the extent necessary to complete the District's grievance process;
- Submit a report to the child maltreatment hotline;
- Submit a report to the Professional Licensure Standards Board for reports alleging sexual harassment by an employee towards a student; or
- The extent necessary to provide either party due process during the grievance process.⁵

Except as listed above, the District shall keep confidential the identity of:

- ✚ Any individual who has made a report or complaint of sex discrimination;
- ✚ Any individual who has made a report or filed a formal complaint of sexual harassment;
- ✚ Any complainant;
- ✚ Any individual who has been reported to be the perpetrator of sex discrimination;
- ✚ Any respondent; and
- ✚ Any witness.

Any supportive measures provided to the complainant or respondent shall be kept confidential to the extent that maintaining such confidentiality does not impair the ability of the District to provide the supportive measures.

Administrative Leave⁶

The District may place a non-student employee respondent on administrative leave during the pendency of the District's grievance process.

Retaliation Prohibited

Employees who submit a report or file a formal complaint of sexual harassment,; testified; assisted; or participate or refused to participate in any manner in an investigation, proceeding, or hearing on sexual harassment shall not be subjected to retaliation or reprisal in any form, including threats; intimidation; coercion; discrimination; or charges for personnel policy violations that do not involve sex discrimination or sexual harassment, arise out of the same facts or circumstances as a report or formal complaint of sex discrimination, and are made for the purpose of interfering with any right or privilege under this policy. The District shall take steps to prevent retaliation and shall take immediate action if any form of retaliation occurs regardless of whether the retaliatory acts are by District officials, students, or third parties.

Disciplinary Sanctions

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. Following the completion of the District's grievance process, any employee who is found by the evidence to more likely than not⁷ have engaged in sexual harassment will be subject to disciplinary action up to, and including, termination. No disciplinary sanction or other action that is not a supportive measure may be taken against a respondent until the conclusion of the grievance process.

Employees who knowingly fabricate allegations of sexual harassment or purposely provide inaccurate facts shall be subject to disciplinary action up to and including termination. A determination that the allegations do not rise to the level of sexual harassment alone is not sufficient to conclude that any party made a false allegation or materially false statement in bad faith.

Records

The District shall maintain the following records for a minimum of seven (7) years:

- Each sexual harassment investigation including:
- Any determination regarding responsibility;

- any disciplinary sanctions imposed on the respondent;
- Any remedies provided to the complainant designed to restore or preserve equal access to the District’s education program or activity;
- Any appeal and the result therefrom;
- All materials used to train Title IX Coordinators, investigators, and decision-makers;
- Any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment, which must include:
 - The basis for the District’s conclusion that its response was not deliberately indifferent; and
 - Document:
 - If supportive measures were provided to the complainant, the supportive measures taken designed to restore or preserve equal access to the District’s education program or activity; or
 - If no supportive measures were provided to a complainant, document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

Notes: ¹ 34 C.F.R. § 106.44 **requires** that a district have procedures governing the grievance process and the appeals process to accompany this policy. The procedures are required to cover all of the following:

- Direct that complainants and respondents shall be treated equitably by:
 - Offering supportive measures to the complainant;
 - Completing the District’s grievance process before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent.
 - Providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent that are designed to restore or preserve equal access to the District’s education program or activity, which may include the same individualized supportive measures;
 - Require an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence;
 - Provide that credibility determinations may not be based on a person’s status as a complainant, respondent, or witness;
 - Require that any individual designated by the District as a Title IX Coordinator, investigator, or decision-maker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent;
- Indicate that individuals selected by the District as Title IX Coordinators, investigators, and decision-makers have received training on:
 - The definition of sexual harassment;
 - The scope of the District’s education program or activity;
 - How to conduct an investigation and the grievance process, including appeals;
 - How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias; and
 - Issues of relevance of questions and evidence, including when questions and evidence about the complainant’s sexual predisposition or prior sexual behavior are not relevant; and
 - Issues of relevance to create an investigative report that fairly summarizes relevant evidence;

- Provide the District webpage where the materials used to train the District’s Title IX Coordinators, investigators, and decision-makers is located;
- Include a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process;
- Include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals;³
- A process that allows for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action, which may include:
 - The absence of a party, a party’s advisor, or a witness;
 - Concurrent law enforcement activity; or
 - The need for language assistance or accommodation of disabilities;
- Describe the range of possible disciplinary sanctions and remedies or list the possible disciplinary sanctions and remedies that the District may implement following any determination of responsibility;
- State whether the standard of evidence to be used to determine responsibility is the preponderance of the evidence standard or the clear and convincing evidence standard;⁷
- Include the procedures and permissible bases for the complainant and respondent to appeal;
- Describe the range of supportive measures available to complainants and respondents; and
- Indicate that the District shall not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege or use a party’s records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional’s or paraprofessional’s capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party unless the District obtains the parent, legal guardian, or other responsible adult of that party’s voluntary, written consent or that party’s voluntary, written consent if the party is over the age of eighteen (18) to do so for the grievance process.

² While we have left the language from the definition for sexual harassment from 34 C.F.R. § 106.30 requiring that the sexual conduct with an employee must be “unwelcome” in this policy, we have removed the word “unwelcome” from the student policy as A.C.A. § 12-18-103 prohibits sexual conduct between district employees and students regardless of whether the student considers the sexual conduct to be welcome or unwelcome.

³ The minimum number of days you are required to provide for the parties to review the evidence is ten (10) days. Make sure that the number of days you include here matches with the time frame included in your procedures governing the grievance process.

⁴ As A.C.A. § 6-18-502(c)(1)(B) provides that the superintendent has the authority to “modify the prescribed penalties for a student on a case-by-case basis”, we have left this appeal option in this policy in recognition that an employee may be sexually harassed by a student. 34 C.F.R. § 106.45 requires that either party must have an equal opportunity to appeal for the stated reasons; therefore both the complainant and respondent have the right to appeal the initial determination-maker’s disciplinary sanctions.

⁵ While the Family Educational Rights and Privacy Act (FERPA) ordinarily requires that documents containing information about more than one student be redacted so that a student may only view the portion of the educational record that is relevant to that particular student, 34 C.F.R. § 106.6 provides that FERPA does not apply to the extent necessary to provide due process to both parties involved in the grievance process; this includes allowing either party to review the names of the other party as well as any witnesses who have provided evidence relevant to the investigation.

⁶ The language here does not change an individual's rights under the IDEA, Section 504, or the ADA.

⁷ We have opted to use the preponderance of the evidence standard for determination of responsibility. If you choose to use the clear and convincing evidentiary standard instead, change the language here to indicate so and make sure that your procedures indicate so as well. 34 C.F.R. § 106.45 requires that you use the same evidentiary standard for both students and employees.

Cross References: 3.26—LICENSED PERSONNEL SEXUAL HARASSMENT
 4.27—STUDENT SEXUAL HARASSMENT
 5.20—DISTRICT WEBSITE
 7.15—RECORD RETENTION AND DESTRUCTION
 8.13—CLASSIFIED PERSONNEL EMPLOYMENT

Legal References: 20 USC 1681 et seq.
 34 C.F.R. Part 106
 A.C.A. § 6-15-1005
 A.C.A. § 6-18-502
 A.C.A. § 12-18-102

Date Adopted: March 9, 2004
Last Revised: July 13, 2020

8.21— NONCERTIFIED PERSONNEL SUPERVISION OF STUDENTS

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

Date Adopted: March 9, 2004

Last Revised: May 15, 2012

8.22— NONCERTIFIED PERSONNEL COMPUTER USE POLICY

The Hamburg School District provides computers and/or computer Internet access for many employees, to assist employees in performing work related tasks. Employees are advised that they enjoy **no expectation of privacy** in any aspect of their computer use, including email, and that under Arkansas law, both email and computer use records maintained by the district are subject to disclosure under the Freedom of Information Act. Consequently, no employee or student-related reprimands or other disciplinary communications should be made through email.

Passwords or security procedures are to be used as assigned, and confidentiality of student records is to be maintained at all times. Employees must not disable or bypass security procedures, compromise, attempt to compromise, or defeat the district's technology network security, alter data without authorization, disclose passwords to other staff members or students, or grant students access to any computer not designated for student use. It is the policy of this school district to equip each computer with Internet filtering software designed to prevent users from accessing material that is harmful to minors. The District Information **Technology Security** Officer or designee may authorize the disabling of the filter to enable access by an adult for a bona fide research or other lawful purpose.

Employees who misuse district-owned computers in any way, including excessive personal use, using computers for personal use during work or instructional time, using computers to violate any other policy, knowingly or negligently allowing unauthorized access, or using the computers to access or create sexually explicit or pornographic text or graphics, will face disciplinary action, up to and including termination or non-renewal of the employment contract.

D. Networking devices wireless or otherwise may **not** be connected to Hamburg School District's LAN without getting approval from the Technology Coordinator. Outside devices are less secure and may provide access to sensitive information as well as cause other potential problems. Checks for non-district devices on the network will be done periodically. This policy will also be included in the Network System Internet Use Agreement that users must sign.

E. Wireless Access Points at Hamburg School District will either be mounted to a wall or ceiling or installed in a network closet/cabinet with locked access. All default passwords in the wireless system have been changed. Updates and patches are checked and installed at least every 3 months.

F. Additional security for sensitive information is provided by the fact that our Financial, Student Information and Nutrition Center programs are all housed on cloud based servers.

Note: This policy is similar to Policy 3.28. If you change this policy, review 3.28 at the same time to ensure applicable consistency between the two.

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

Date Adopted: March 9, 2004

Last Revised: February 13, 2017

8.22F— NONCERTIFIED PERSONNEL INTERNET USE AGREEMENT

Name (Please Print) _____

School _____ Date _____

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

1. Conditional Privilege: The Employee’s use of the district’s access to the Internet is a privilege conditioned on the Employee’s abiding by this agreement.
2. Acceptable Use: The Employee agrees that in using the District’s Internet access he/she will obey all federal laws and regulations and all state laws and rules. Internet access is provided as an aid to employees to enable them to better perform their job responsibilities. Under no circumstances shall an Employee’s use of the District’s Internet access interfere with, or detract from, the performance of his/her job-related duties.
3. Penalties for Improper Use: If the Employee violates this agreement and misuses the Internet, the Employee shall be subject to disciplinary action up to and including termination.
4. “Misuse of the District’s access to the Internet” includes, but is not limited to, the following:
 - a) using the Internet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing community standards;
 - b) using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
 - c) posting anonymous messages on the system;
 - d) using encryption software other than when required by the employee’s job duties;
 - e) wasteful use of limited resources provided by the school including paper;
 - f) causing congestion of the network through lengthy downloads of files; other than when required by the employee’s job duties;
 - g) vandalizing data of another user;
 - h) obtaining or sending information that could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
 - i) gaining or attempting to gain unauthorized access to resources or files;
 - j) identifying oneself with another person’s name or password or using an account or password of another user without proper authorization;
 - k) using the network for financial or commercial gain without district permission;
 - l) theft or vandalism of data, equipment, or intellectual property;
 - m) invading the privacy of individuals other than when required by the employee’s job duties;
 - n) using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
 - o) introducing a virus to, or otherwise improperly tampering with, the system;
 - p) degrading or disrupting equipment or system performance;
 - q) creating a web page or associating a web page with the school or school district without proper authorization;
 - r) attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;
 - s) providing access to the District’s Internet Access to unauthorized individuals;
 - t) taking part in any activity related to Internet use that creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools;
 - u) making unauthorized copies of computer software;
 - v) personal use of computers during instructional time; or
 - w) Installing software on district computers without prior approval of the Information Technology Security Officer or his/her designee except for District technology personnel as part of their job duties.
5. Liability for debts: Staff shall be liable for any and all costs (debts) incurred through their use of the District’s computers or the Internet including penalties for copyright violations.
6. No Expectation of Privacy: The Employee signing below agrees that in using the Internet through the District’s access, he/she waives any right to privacy the Employee may have for such use. The Employee agrees that the district may monitor the Employee’s use of the District’s Internet Access and may also examine all system activities the Employee participates in, including but not limited to e-mail, voice, and video transmissions, to ensure proper use of the system.

7. Signature: The Employee, who has signed below, has read this agreement and agrees to be bound by its terms and conditions.

D. Networking devices wireless or otherwise may not be connected to Hamburg School District's LAN without getting approval from the Technology Coordinator. Outside devices are less secure and may provide access to sensitive information as well as cause other potential problems. Checks for non-district devices on the network will be done periodically. This policy will also be included in the Network System Internet Use Agreement that users must sign.

E. Wireless Access Points at Hamburg School District will either be mounted to a wall or ceiling or installed in a network closet/cabinet with locked access. All default passwords in the wireless system have been changed. Updates and patches are checked and installed at least every 3 months.

F. Additional security for sensitive information is provided by the fact that our Financial, Student Information and Nutrition Center programs are all housed on cloud based servers.

Employee's Signature: _____ Date _____

Date Adopted: March 9, 2004

Last Revised: June 10, 2019

8.23—NONCERTIFIED PERSONNEL FAMILY MEDICAL LEAVE *

The Family and Medical Leave Act (FMLA) offers job protection for leave that 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 twelve (12) work weeks (or, in some cases twenty-six (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– FMAL LEAVE GENERALLY

Definitions:

Eligible Employee: is an employee who has:

1. Been employed by the District for at least twelve (12) months, which are not required to be consecutive; and
2. Performed at least 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” means :

- a. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices;
- b. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the State and performing within the scope of their practice as defined under State law;
- c. Nurse practitioners, nurse-midwives, clinical social workers and physician assistants who are authorized to practice under State law and who are performing within the scope of their practice as defined under State law;
- d. Christian Science Practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts. Where an employee or family member is receiving treatment from a Christian Science practitioner, an employee may not object to any requirement from an employer that the employee or family member submit to examination (though not treatment) to obtain a second or third certification from a health care provider other than a Christian Science practitioner except as otherwise provided under applicable State or local law or collective bargaining agreement; or
- e. 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, administrators, counselors, librarians, psychologists, and 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 eighteen (18), or age eighteen (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: a “rolling” twelve (12) month period measured backward from date an employee uses any FMLA leave.

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; and
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 service member 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 legally married couple who are both eligible employees employed by the District may not take more than a combined total of twelve (12) weeks of FMLA leave for reasons 1, 2 or to care for a parent under number 3.

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.

Employees who receive notification that the leave request does not qualify under the FMLA are expected to return to work; further absences that are not otherwise excused could lead to discipline for excessive absences, or termination for job abandonment.

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

An employee who does not have enough accrued leave to cover the number of days of FMLA leave taken shall not have his/her number of contract days altered because some of the FMLA leave taken was unpaid.

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 that 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 that 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 an 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 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 (2) weeks¹⁰ during FMLA leave of his/her 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, that the employee would have been subject to had the employee not been on FMLA leave at the time of the District's actions.

Leave Acquired Through Fraud

If it is discovered that an employee engaged in fraud or otherwise provided the District with documentation that includes a material misrepresentation of fact in order to receive FMLA leave, the District may discipline the employee up to and including termination.

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 at least thirty (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 have his/her FMLA coverage of such leave delayed until thirty (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 thirty (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 equal to the difference between 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, fax, email 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:

- The original certification is for a period greater than thirty (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.
- The employee requests an extension of leave;
- Circumstances described by the previous certification have changed significantly; and/or
- The district receives information that casts doubt upon the continuing validity of the certification.

The employee must provide the recertification within fifteen (15) calendar days after the District's request.

No second or third opinion on a recertification may be required.

The District may deny FMLA leave if an eligible employee fails to provide a 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 Work¹²

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 his/her 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 thirty (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 the 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 that the employee is qualified for and that 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 that the employee is qualified for and that 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 the FMLA'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.¹³

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.

Certification¹⁴

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 the 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, fax, email 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 for 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 the FMLA'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 service member 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 service member: is a covered service member's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered service member. 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 service member means a covered service member's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered service member stood in loco parentis, and who is of any age.²

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 service member and ends twelve (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 twelve (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 twelve (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 twelve (12) month period could only take a total of ten (10) weeks for reasons 1 through 4 in Section One and for any qualifying exigency. An eligible employee may not take more than twelve (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 service member with a serious illness or injury.

If a legally married couple are both eligible employees employed by the District, the legally married couple are entitled to a combined total of twenty-six (26) weeks of leave during one twelve (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. The leave taken by a legally married couple who care for such a covered service member continues to be limited to a total of twelve (12) weeks of FMLA leave for reasons 1 through 4 in Section One and for any qualifying exigency during a year, as defined in this policy, regardless of whether or not the legally married couple uses less than a combined total of fourteen (14) weeks to care for a covered service member with a serious injury or illness; moreover, the legally married couple's twelve (12) weeks are combined when taken for reasons 1, 2, or to care for a parent under reason 3 in Section One.

For example, a legally married couple who are both eligible employees and who care for such a covered service member for sixteen (16) weeks during a twelve (12) month period could:

1. Each take up to ten (10) weeks for reason 4 in section 1 or a qualifying exigency;
2. Take a combined total of ten (10) weeks for reasons 1, 2, or to care for a parent under reason 3 in Section One; or
3. Take a combination of numbers 1 and 2 that totals ten (10) weeks of leave. .

Medical Certification¹⁵

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 the 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 service member with a serious illness or injury is clearly foreseeable at least thirty (30) days in advance, the employee shall provide the District with not less than thirty (30) days' notice before the date the employee intends the leave is to begin 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 have his/her FMLA coverage of such leave delayed until thirty (30) days after the date the employee provides notice.

If the need for FMLA leave is foreseeable less than thirty (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 an amount of time equal to the difference between 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 service member 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, fax, email 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 service member 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 service member with a serious illness or injury shall provide the District with at least thirty (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 service member 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 service member 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 that the employee is qualified for and that 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 the FMLA's special leave provisions relating to "instructional employees" shall be governed by the applicable portions of policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

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

All school districts are covered under the Family Medical Leave Act and are required to keep certain payroll and employee identification records and post pertinent notices regarding FMLA for its employees; however, employees are only eligible for FMLA benefits if the district has fifty (50) or more employees within a seventy-five (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 fifty (50) employees and chooses not to offer FMLA benefits, replace the above policy with the following language to inform your employees of why FMLA benefits do not apply to them and to help avoid possible confusion resulting from the posting of FMLA notices:

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

Determining whether an absence qualifies as FMLA leave is a **DISTRICT** responsibility and not the employee's. While much of the statutes' language refers to an employee's request for FMLA leave, the employee has **NO** mandatory responsibility for initiating the exchange of information that might relate his/her absence to that of the FMLA. The District has the right and the duty to ask for enough information concerning an employee's absence to make a determination. The employee has the responsibility and duty to respond to questions asked in an effort for the District to make the initial determination. Any issue of medical certification to be provided by the employee is secondary to that of informal questioning to determine whether the absence does in fact, fall under the FMLA umbrella. The

District must fulfill its responsibility for the posting of employee FMLA notice requirements to make those requirements enforceable. This is done through posting the notices available at the link in footnote #4 **AND** by the employee's receipt of this policy in the employee handbook.

¹ It is possible for a full time employee to be eligible for FMLA leave one year and not the next. For example, if an employee on a 190 day contract takes the full twelve (12) weeks of FMLA leave in year one, that would mean the employee only worked 130 days. Assuming the employee is credited for eight (8) hours per workday, the employee would have only worked 1040 hours during that time (130 x 8=1040) which would make the employee ineligible for FMLA leave for the year following the year that the employee took the leave.

² The Wage and Hour Division of the Department of Labor has issued a Guidance to help interpret the scope of the definition of "son or daughter" as it applies to an employee standing "in loco parentis" to a child. The following quote from the Guidance is offered to give an idea of the complexity of the definition. (The Guidance, in full, is available by calling the ASBA office or at the link in footnote #4.)

Congress intended the definition of "son or daughter" to reflect "the reality that many children in the United States today do not live in traditional 'nuclear' families with their biological father and mother. Increasingly, those who find themselves in need of workplace accommodation of their child care responsibilities are not the biological parent of the children they care for, but their adoptive, step, or foster parents, their guardians, or sometimes simply their grandparents or other relatives or adults." Congress stated that the definition was intended to be "construed to ensure that an employee who actually has day-to-day responsibility for caring for a child is entitled to leave even if the employee does not have a biological or legal relationship to that child."

³ Districts can choose one of four possible "twelve (12)-month periods." Each one has possible advantages and disadvantages. Choose the one that will work best for your district. The four (4) options are:

- 1) The calendar year;
- 2) Any fixed twelve (12)-month leave year such as a fiscal year or a year starting on an employee's "anniversary" date;

- 3) The twelve (12)-month period measured forward from the date any employee's first FMLA leave for reasons 1 through 5 begins;
- 4) A rolling twelve (12)-month period measured backward from the date an employee uses any FMLA leave for reasons 1 through 5.

⁴ A Department of Labor poster along with several additional forms that are necessary to fulfill FMLA's requirements are available at <http://www.dol.gov/whd/fmla/index.htm>. Please note that the DOL forms lack the required disclaimer required by the Genetic Information Nondiscrimination Act (GINA). We suggest that you include the following language taken from the final rule implementing the GINA:

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

⁵ We suggest you use the Department of Labor's *Notice of Eligibility and Rights and Responsibilities* form (otherwise known as WH-381) to help you fulfill the requirements of this section. It's available at the link in footnote #4 or by calling the ASBA office. When making the determination, we suggest initially erring on the side of granting it. Retroactively designating leave as FMLA has more potential liability for the district if the employee can demonstrate the initial failure to grant the leave under FMLA caused him/her harm or injury. If due to receipt of the medical certification, it turns out that the leave does not qualify, you will need to readjust the available FMLA leave accordingly.

⁶ As used in this policy, "applicable" is a very important word. Some leave taken under FMLA also applies to sick leave and therefore, the employee will get paid for the leave to the extent the employee has sick leave accrued. Other leave taken under FMLA is not applicable to sick leave and therefore the FMLA leave is unpaid. For instance, "applicable leave" in terms of time taken under FMLA due to the birth of a child will vary depending on the language in your District's policy on sick leave. For instance, if sick leave may be taken "for reason of personal illness or illness in the immediate family" (based on the statutory definition in 6-17-1202, and an employee gives birth to a child, she may take sick leave for the amount of time that her personal physician deems it necessary for her to physically recover from childbirth. Once the medically necessary time has passed, sick leave is no longer appropriate and cannot be used. While under the FMLA, the employee could take additional time off work, she would need to take unpaid FMLA leave for this purpose, unless she had personal days or vacation days available. However, if your district has a much more liberal definition of sick leave in District policy, the results could be entirely different. Another example would be the potential for overlap between pregnancy complications that arise to the level of a "serious health condition." For instance, pregnancy complications that rose to the level of a "serious health condition" would qualify for both, while missing work for a dentist's appointment would qualify for sick leave, but would not qualify for FMLA leave. Consult policy 8.5—CLASSIFIED EMPLOYEES SICK LEAVE when making the determination of what sick leave qualifies under both policies.

⁷ There are several issues that must be addressed in the written notice. The Designation Notice (WH-382) available from the Wage and Hour Division of the US Department of Labor is a good way to both give your employee written notice and help ensure you have included the necessary information in the notice. The Designation Notice is available at the link contained in footnote #4 or by calling the ASBA office.

⁸ The District cannot cancel an employee's insurance for the employee's failure to pay his/her share of the premium until the payment is thirty (30) or more days late. The District must give prior, written notice to the employee at least fifteen (15) days prior to the cancellation of the policy stating that the policy will be terminated on a given date if payment is not received by that date which must be at least fifteen (15) days from the date of the letter.

⁹ Due to the district's liability for meeting the requirement of this paragraph and similar obligations for life insurance premiums or other benefits, the District needs to consider picking up the costs of such premiums during an employee's **unpaid** FMLA leave **if** the employee fails to pay his/her share of the costs. If the District elects to maintain such benefits during the leave, at the conclusion of leave the District is entitled to recover only the costs incurred for paying the employee's share of any premiums whether or not the employee returns to work. To help you decide if you should choose to pay premium costs in such a situation, the following except from 29 CFR 825.212(c):

If coverage lapses because an employee has not made required premium payments, upon the employee's return from FMLA leave the employer must still restore the employee to coverage/benefits equivalent to those the employee would have had if leave had not been taken and the premium payment(s) had not been missed, including family or dependent coverage. See § 825.215(d)(1) through (5). In such case, an employee may not be required to meet any qualification requirements imposed by the plan, including any new preexisting condition waiting period, to wait for an open season, or to pass a medical examination to obtain reinstatement of coverage. If an employer terminates an employee's insurance in accordance with this section and fails to restore the employee's health insurance as required by this section upon the employee's return, the employer may be liable for benefits lost by reason of the violation, for other actual monetary losses sustained as a direct result of the violation, and for appropriate equitable relief tailored to the harm suffered.

¹⁰ You may choose the time interval of the required duty to report, but it must be reasonable.

¹¹ ASBA model policy 8.5—CLASSIFIED EMPLOYEES SICK LEAVE includes language entitling employees with up to fifteen (15) days of sick leave in a school-year for issue relating to the adoption of child. If you have not adopted this provision, delete #2 from this sentence. Include reason #1 if you have a liberal sick leave policy that would permit leave to be taken for bonding with a new born son or daughter.

¹² The Department of Labor's *Designation Notice* has entries that address this section's requirements. It's very helpful. For this section, you will need both the Designation Notice (WH-382) and the appropriate Medical Certification form (WH-380-E or WH-380-F); the *Designation Notice* to fulfill your notice requirements and the medical certification form to enable you to determine if the employee's leave is actually covered under the FMLA. They are both available at the link in footnote #3 or by calling the ASBA office.

¹³ The types and amounts of leave available for a particular type of qualifying exigency are covered in 29 C.F.R. § 825.126. Call the ASBA office for a copy.

¹⁴ You can use WH-384, *Certification of Qualifying Exigency for Military Family Leave* to obtain the certification. It's available at the link in footnote #4 or by calling the ASBA office.

¹⁵ You can use WH-385, *Covered Service Member Serious Injury* form to obtain the certification. It's available at the link in footnote #4 or by calling the ASBA office.

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

Date Adopted: March 9, 2004
Last Revised: March 9, 2020

8.23.1—CLASSIFIED PERSONNEL COVID EMERGENCY LEAVE

The Hamburg School District provides up to an additional ten¹ (10) days of paid leave for its employees who meet both of the following requirements:

1. The employee: is ordered by the District, a medical professional, or the Arkansas Department of Health (ADH) to quarantine or isolate due to COVID-19 for one of the following reasons:²
 - a. Is ordered by the District, a medical professional, or the Arkansas Department of Health (ADH) to quarantine or isolate due to COVID-19 for one of the following reasons:
 - i. Testing positive for COVID-19;
 - ii. Experiencing COVID-19 symptoms and seeking a medical diagnosis; or
 - iii. Is a probable close contact or close contact.; and or
 - b. Needs to care for a dependent who is subject to a quarantine or isolation order; and
2. The employee's job duties are not able to be performed remotely.

The employee is responsible for providing the District proof that the employee or the employee's dependent has received a quarantine or isolation order. The proof may be in any of the following forms, as applicable:

- A positive test result;
- Proof of receipt of a PCR test;
- A written quarantine or isolation order from the employee's or the employee's dependent's treating physician, the ADH, or the District's Point Of Contact (POC); or
- Written notification of close contact or potential close contact status from ADH, the District POC, or another district's POC if the close contact is from another district.

In addition to other appropriate documentation, employees who intend to take leave under this policy due to the need to care for a dependent must submit a written statement indicating the relationship with the dependent, the dependent's age, and that the employee is the only individual capable of caring for the dependent.

Upon notification that an employee has received a quarantine or isolation order, The District shall review whether the employee has applicable leave remaining under the Families First Coronavirus Response Act (FFCRA) and this policy.

- If an employee has applicable leave under the FFCRA and this policy:
 - The District shall ask the employee if the employee wishes to use the applicable FFCRA leave or the COVID Emergency Leave first;
 - The District shall use available leave under the FFCRA first if the employee is unable or unwilling to make an alternative selection;
 - The District shall use the employee's available FFCRA leave selection until the earlier of the expiration of the quarantine or isolation order or the exhaustion of the employee's selected FFCRA leave;
 - The District shall automatically switch the employee to the other form of use leave under this policy, if available,² should the employee's quarantine or isolation order last longer than the employee's selected FFCRA leave; and
 - The District shall automatically switch the employee to another form of applicable District provided paid leave, if available, should the employee's quarantine or isolation order last longer than the employee's available leave under the FFCRA or this policy.

- If an employee has applicable leave under the FFCRA or this policy but not both:
 - The District shall use the employee’s available leave until the earlier of the expiration of the quarantine or isolation order or the exhaustion of the employee’s available leave; and
 - The District shall automatically switch the employee to another form of applicable District provided paid leave, if available, should the employee’s quarantine or isolation order last longer than the employee’s available leave under the FFCRA or this policy.
- If an employee has no leave remaining under this policy or applicable leave under the FFCRA, then the District shall use another form of applicable District provided paid leave, if available.

An employee who receives COVID Emergency Leave shall be paid the employee’s full daily rate of pay for up to ten¹ (10) days. The ten¹ (10) days of COVID Emergency Leave may, but is not required to, run consecutively. An employee shall not have days charged against the number the employee is eligible for under this policy for days when the employee is not expected to perform duties, such as holidays.³ The ten¹ (10) days of paid leave provided under this policy shall be used for eligible leave before other forms of District provided paid leave are used, including sick leave, personal leave, and vacation.

An employee shall not be eligible to receive the ten¹ (10) days of paid leave under this policy due to:⁴

- The need to care for another individual due to the individual’s positive COVID test, quarantine order, or isolation order; or
- The closure of the school or place of care of the employee’s child.

An employee’s eligibility to receive paid leave under this policy expires on June 30, 2021. the earlier of:

- a. Governor Hutchinson or the Arkansas General Assembly declares an end to the COVID-19 state of emergency; or
- b. The expiration of the FFCRA or the expiration of the subsequent Federal Act, if any, extending the provisions of the FFCRA.

Notes: ¹ The funding provided by Commissioner’s Memo COM-21-014 is based on the same amount of paid leave requirement under subdivision E of the FFCRA, which is titled the “Emergency Paid Sick Leave Act”. Districts who are on a four-day school week schedule may change this to be nine (9) days instead of ten (10). If the district chooses to continue to provide the tenth (10th) day, the district would have to use funds other than those provided through Commissioner’s Memo COM-21-014 to cover the final day of leave- expired on December 18, 2020; however, DESE has authorized districts to continue providing the leave but districts will be required to use local or Federal funds to cover the leave. Districts may choose to have the number of days eligible for an employee consider the number of days an employee used in the Fall or may choose to provide all employees a new round of paid days. Be sure to specify your choice in the policy adoption motion. Commissioner’s Memo COM-21-061 does not set a maximum number of days that a district may choose to offer employees under this policy so the ten (10) days included in the policy is only a suggestion.

² While an order from ADH may be for any of these reasons, an order from a medical professional may only be used for items i or ii and a district order may only be for item iii to be reimbursable.

² If you choose to reset the number of days your employees have available under this policy, remove this clause.

³ AN employee's quarantine or isolation period may fall at such a time period that part of the quarantine or isolation period is on days when the school would ordinarily be closed for paid holidays. The remaining COVID Emergency Leave days that were not used due to the holiday would continue to be available should the employee be ordered into another quarantine or to isolate unless one of the Policy's sunset provisions was triggered before the new quarantine or isolation order.

⁴ These categories are were not covered by Commissioner's Memo COM-21-014. There are some Federal paid leave requirements for these categories under the Emergency Paid Sick Leave Act. A qualifying employee must receive the lesser of two hundred dollars (\$200) or two-thirds (2/3) of the employee's regular rate of pay per day until the earlier of either the employee is able to return to work or the employee's FMLA leave is exhausted. A district may require, which ASBA model FMLA Policy 3.32 does in the policy's default language, that an employee use their accumulated leave as necessary to bring their pay up to their full daily rate of pay for these absences.

Cross References: 8.5—CLASSIFIED PERSONNEL SICK LEAVE
 8.7—CLASSIFIED PERSONNEL PERSONAL AND
 PROFESSIONAL LEAVE
 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE
 ACT

Legal References: Commissioner's Memo COM-21-014
 29 C.F.R. Part 826

Date Adopted: September 14, 2020

Last Revised:

8.23.1H CLASSIFIED COVID Emergency Leave

The following policy shall be effective from January 4, 2021 until June 30, 2021, and only during such time as no other federal or state COVID-19 leave program is in effect for the benefit of district employees. If a federal or state COVID-19 leave program is in effect for the benefit of district employees, then requirements of those programs, not this policy, will govern.

The District provides up to an additional ten (10) days of paid leave for its employees who meet the following requirements:

1. Test positive for COVID-19;
2. Are experiencing COVID-19 symptoms and seeking a medical diagnosis or awaiting test results;
3. Are a probable close contact or close contact to a positive case; or
4. Need to care for a direct dependent who is subject to quarantine.
5. The employee's job duties are not able to be performed remotely. (Working remotely is only possible when a substitute is not needed.)

This policy provides a maximum, cumulative amount of ten (10) additional days of paid leave per employee, regardless of how many separate COVID-19-related occurrences occur.

District employees who, during 2020, used all twenty (20) days of Emergency Paid Sick Leave Act (EPSLA) leave or Arkansas CARES Act leave are ineligible for additional leave under this policy without approval from the Superintendent of Schools. The Superintendent of Schools may grant up to ten (10) additional leave days for such district employees only under exceptional and limited circumstances.

Upon notification that an employee has received a quarantine or isolation order, The District shall review whether the employee has applicable leave remaining under this policy.

- If an employee has applicable leave under this policy:
 - The District shall use available leave under this policy prior to using other forms of District provided paid leave; (the 10 days this policy provides)
 - The District shall automatically switch the employee to another form of applicable District provided paid leave, if available, should the employee's quarantine or isolation order last longer than the employee's available leave under this policy. (anything longer than 10 days, must be approved by the Superintendent and include medical documentation)

- If an employee has no leave remaining under this policy, the employee may use any sick or personal days they have after the 10 days provided are used. (ex: multiple occurrences of quarantine)

An employee who receives COVID-19 Emergency Leave shall be paid the employee's full daily rate of pay for up to ten (10) days. The ten (10) days of COVID-19 Emergency Leave may, but is not required to, run consecutively. An employee shall not have days charged against the number the employee is eligible for under this policy for days when the employee is not expected to perform duties, such as holidays. The ten (10) days of paid leave provided under this policy shall be used for eligible leave before other forms of District provided paid leave is used, including sick leave and personal leave.

An employee shall not be eligible to receive the ten (10) days of paid leave under this policy due to:

- The need to care for someone other than a direct dependent due to the [other](#) individual's positive COVID-19 test, quarantine order, or isolation order; or
- The closure of the school or place of care of the employee's child [or ward](#).

An employee's eligibility to receive paid leave under this HSD policy will expire when the current Federal or State leave is renewed, extended, or replaced or on June 30, 2021, whichever occurs first.

Date Adopted: January 11, 2021

Last Revised:

8.24—SCHOOL BUS DRIVER’S USE MOBILE COMMUNICATION DEVICES

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

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

Any driver of a school bus shall not operate the school bus while using a device to browse the internet, make or receive phone calls or compose or read emails or text messages.² A school bus driver may use a two-way radio communications device or any device used in a similar manner as a two-way radio communications device to communicate with the District’s central dispatch or transportation center. In addition, if the school bus is safely off the road with the parking brake engaged, exceptions are allowed to call for assistance due to a mechanical problem with the bus, or to communicate with any of the following during an emergency:

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

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

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

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

² A.C.A. § 6-19-120 only prohibits "cell phone" use; A.C.A. § 27-51-1504 prohibits the use of a “handheld wireless telephone” for browsing the internet, sending or receiving emails, and sending or receiving text messages at any time; and A.C.A. § 27-51-1609 prohibits the use of a “handheld wireless communication device” for any purpose while in a school zone. The terminology in this sentence is designed to combine these statutes and to cover all the distractions that could affect a driver's ability to safely drive the bus.

Legal References: A.C.A. § 6 –19 -120
 A.C.A. § 27-51-1504
 A.C.A. § 27-51-1609

Date Adopted: March 9, 2004

Last Revised: June 10, 2019

8.25 - NONCERTIFIED 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.¹

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 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.²

Except when authorized in Policy 8.24—SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES, 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.³

Except when authorized in Policy 8.24—SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES, 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.⁴

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

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

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

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

⁴ This sentence was added due to the dangers involved for both drivers and pedestrians associated with distracted driving. A.C.A. § 27-51-1609 prohibits the use of a “wireless handheld telephone” while in a school zone for any purpose when that use is not hands free. While the policy language exceeds the statutory language, we believe the expanded language is important for the protection of students and employees alike.

Cross References:

Cross References: 4.47— POSSESSION AND USE OF CELL PHONES AND OTHER ELECTRONIC DEVICES
7.14—USE OF DISTRICT CELL PHONES AND COMPUTERS

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

Legal References: IRS Publication 15 B
 A.C.A. § 27-51-1602
 A.C.A. § 27-51-1609

Date Adopted: June 19, 2006

Last Revised: June 10, 2019

8.26—NONCERTIFIED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

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;

Examples of “Bullying” include, but are not limited to, a pattern of behavior involving one or more of the following:

1. Cyberbullying;
2. Sarcastic comments “compliments” about another student’s personal appearance or actual or perceived attributes,
3. Pointed questions intended to embarrass or humiliate,
4. Mocking, taunting or belittling,
5. Non-verbal threats and/or intimidation such as “fronting” or “chesting” a person,
6. Demeaning humor relating to a student’s actual or perceived attributes,
7. Blackmail, extortion, demands for protection money or other involuntary donations or loans,
8. Blocking access to school property or facilities,
9. Deliberate physical contact or injury to person or property,
10. Stealing or hiding books or belongings,
11. Threats of harm to student(s), possessions, or others,
12. Sexual harassment, as governed by policy 8.20, is also a form of bullying, and/or
13. Teasing or name-calling related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual, regardless of whether the student self-identifies as homosexual or transgender (Examples: “Slut”, “You are so gay.”, “Fag”, “Queer”).

“Cyberbullying” means any form of communication by electronic act that is sent with the purpose to:

- Harass, intimidate, humiliate, ridicule, defame, or threaten a student, school employee, or person with whom the other student or school employee is associated; or

- Incite violence towards a student, school employee, or person with whom the other student or school employee is associated.

Cyberbullying of School Employees includes, but is not limited to:

- a. Building a fake profile or website of the employee;
- b. Posting or encouraging others to post on the Internet private, personal, or sexual information pertaining to a school employee;
- c. Posting an original or edited image of the school employee on the Internet;
- d. Accessing, altering, or erasing any computer network, computer data program, or computer software, including breaking into a password-protected account or stealing or otherwise accessing passwords of a school employee;
- e. Making repeated, continuing, or sustained electronic communications, including electronic mail or transmission, to a school employee;
- f. Making, or causing to be made, and disseminating an unauthorized copy of data pertaining to a school employee in any form, including without limitation the printed or electronic form of computer data, computer programs, or computer software residing in, communicated by, or produced by a computer or computer network;
- g. Signing up a school employee for a pornographic Internet site; or
- h. Without authorization of the school employee, signing up a school employee for electronic mailing lists or to receive junk electronic messages and instant messages.

Cyberbullying is prohibited whether or not the cyberbullying originated on school property or with school equipment, if the cyberbullying results in the substantial disruption of the orderly operation of the school or educational environment or 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.

Teachers and other 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 building principal, or designee, as soon as possible.

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. 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; going to or from school or a school activity in a school vehicle or school bus; or at designated school bus stops. 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 building principal, or designee, who receives a credible report or complaint of bullying shall:

1. As soon as reasonably practicable, but by no later than the end of the school day following the receipt of the credible report of bullying:
 - a. Report to a parent, legal guardian, person having lawful control of a student, or person standing in loco parentis of a student that their student is the victim in a credible report of bullying; and
 - b. Prepare a written report of the alleged incident of bullying;
2. Promptly investigate the credible report or complaint of bullying, which shall be completed by no later than the fifth (5th) school day following the completion of the written report.
3. Notify within five (5) days following the completion of the investigation the parent, legal guardian, person having lawful control of a student, or person standing in loco parentis of a student who was the alleged victim in a credible report of bullying whether the investigation found the credible report or complaint of bullying to be true and the availability of counseling and other intervention services.
4. Notify within five (5) days following the completion of the investigation the parent, legal guardian, person having lawful control of the student, or person standing in loco parentis of the student who is alleged to have been the perpetrator of the incident of bullying:
 - a. That a credible report or complaint of bullying against their student exists;
 - b. Whether the investigation found the credible report or complaint of bullying to be true;
 - c. Whether action was taken against their student upon the conclusion of the investigation of the alleged incident of bullying; and
 - d. Information regarding the reporting of another alleged incident of bullying, including potential consequences of continued incidents of bullying;
5. Make a written record of the investigation, which shall include:
 - a. A detailed description of the alleged incident of bullying, including without limitation a detailed summary of the statements from all material witnesses to the alleged incident of bullying;
 - b. Any action taken as a result of the investigation; and
6. Discuss, as appropriate, the availability of counseling and other intervention services with students involved in the incident of bullying.

District employees are held to a high standard of professionalism, especially when it comes to employee-student interactions. Actions by a District employee towards a student that would constitute bullying if the act had been performed by a student shall result in disciplinary action, up to and including termination. This policy governs bullying directed towards students and is not applicable to adult on adult interactions. Therefore, this policy does not apply to interactions between employees. Employees may report workplace conflicts to their supervisor.¹ In addition to any disciplinary actions, the District shall take appropriate steps to remedy the effects resulting from bullying.

Notes: 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.

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

¹ This paragraph is optional. We have included it because we have received multiple phone calls where district employees were attempting to use the policy against fellow employees.

Legal Reference: A.C.A. § 6-18-514
 DESE Rules Governing Student Discipline and School Safety

Date Adopted: April 19, 2004
Last Revised: July 13, 2020

8.27—NONCERTIFIED PERSONNEL LEAVE—INJURY FROM ASSAULT

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

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

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

Legal Reference: A.C.A. § 6-17-1308

Date Approved: April 19, 2004

Last Revised: May 15, 2012

8.28— DRUG FREE WORKPLACE - NONCERTIFIED PERSONNEL

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

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

Should any employee be found to have been under the influence of, or in illegal possession of, any illegal drug or controlled substance, 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. This policy also applies to those employees who are under the influence of alcohol while on campus or at school-sponsored functions, including athletic events.

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

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

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

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

Any incident at work resulting in injury to the employee requiring medical attention shall require the employee to submit to a drug test, which shall be paid at the District's worker's compensation carrier's expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of worker's compensation benefits in accordance with policy 8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION.²

Any employee who is charged with a violation of any state or federal law relating to the possession, use or distribution of illegal drugs, other controlled substances or alcohol, or of drug paraphernalia, must notify his/her immediate supervisor within five (5) week days (i.e., Monday through Friday, inclusive, excluding holidays) of being so charged. The supervisor who is notified of such a charge shall notify the Superintendent immediately.

If the supervisor is not available to the employee, the employee shall notify the Superintendent within the five (5) day period.

Any employee so charged is subject to discipline, up to and including termination. However, the failure of an employee to notify his/her supervisor or the Superintendent of having been so charged shall result in that employee being recommended for termination by the Superintendent.

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

Any employee convicted of any state or federal law relating to the possession, use or distribution of illegal drugs, other controlled substances, or 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/she cannot properly perform his/her duties shall not report for duty. Any employee who reports for duty and is so impaired, as determined by his/her 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/her physician in order to adjust the medication, if possible, so that the employee may return to his/her job unimpaired. Should the employee attempt to return to work while impaired by prescription medications, for which the employee has a prescription, he/she 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/her 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/her physician and/or pharmacist that the employee is lawfully able to receive such medication. Failure to provide such proof, to the satisfaction of the Superintendent, may result in discipline, up to and including a recommendation of termination.

A report to the appropriate licensing agency shall be filed within seven (7) days of:

- 1) A final disciplinary action taken against an employee resulting from the diversion, misuse, or abuse of illicit drugs or controlled substances; or
- 2) The voluntary resignation of an employee who is facing a pending disciplinary action resulting from the diversion, misuse, or abuse of illicit drugs or controlled substances.

The report filed with the licensing authority shall include, but not be limited to:

- The name, address, and telephone number of the person who is the subject of the report; and
- A description of the facts giving rise to the issuance of the report.

When the employee is not a healthcare professional, law enforcement will be contacted regarding any final disciplinary action taken against an employee for the diversion of controlled substances to one (1) or more third parties.

Notes: This policy is similar to Policy 3.31. If you change this policy, review 3.31 at the same time to ensure consistency between the two.

¹ This is where you should insert the drug counseling services, rehabilitation, and employee assistance abuse programs available within your district. For example, “Such services are available from the following sources...”

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

² Requiring employees who need medical treatment for injuries at work to be drug tested is optional but is recommended. A.C.A. § 11-9-102 states that an injury resulting while the employee is under the influence of alcohol or illegal drugs is not a compensable injury. Requiring all employees to be drug tested for work injuries resulting in medical treatment will allow the district to abide the prohibition against paying worker's comp for a drug related injury.

Legal References: 41 U.S.C. § 8101, 8103, and 8104

A.C.A. § 11-9-102
A.C.A. § 17-80-117

Date Adopted: September 10, 2007
Last Revised: February 13, 2017

8.29—NONCERTIFIED PERSONNEL VIDEO SURVEILLANCE AND OTHER MONITORING

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

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

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

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

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

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

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

Date Adopted: May 12, 2008

Last Revised: May 15, 2012

8.30—NONCERTIFIED 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 for Accreditation of 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 laid off first. The employee with the most years of employment in the district as compared to other employees in the same category shall be laid off 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.

All credited years of service must be verified by documents on file with the District by October 1 of the current school year. When implementing a RIF, all affected non-certified employees shall receive a listing of the personnel within their category with corresponding point totals. Upon receipt of the list, each employee has ten (10) working days within which to appeal his or her assignment of points with the superintendent whose decision shall be final.

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 one hundred sixty (160) days in a school year shall not constitute a year. Length of service in a certified position shall not count for the purpose of length of service for a non-certified position.

Except as may occur during a RIF in the District's teaching staff, there is no right or implied right for any employee to "bump" or displace any other employee. When there is a RIF of the District's teaching staff, a teacher with full licensure in a position shall prevail over a teacher with greater points but who is lacking full licensure in that subject area. "Full licensure" means an initial, or standard, non-contingent license to teach in a subject area or grade level, in contrast with a license that is provisional,; temporary,; or conditional on the fulfillment of additional course work or passing exams or any other requirement of the Division of Elementary and Secondary Education, other than the attainment of annual professional development training; or teaching under a waiver from licensure. The exception for a RIF in the District's teaching staff 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 ten (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 ten (10) day time period. A lack of response, as evidenced by an employee's failure to respond within ten (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.

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

Such employees will not be considered as having any seniority within the Hamburg District and may not claim an entitlement under a reduction in force to any position held by a Hamburg 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 the superintendent's 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 Hamburg 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 a notification of the superintendent's intention to recommend dismissal through reduction-in-force, but merely that the superintendent has that period of time in which to issue a notification so as to be able to invoke the provisions of this section.

The intention of this section is to ensure that those Hamburg 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.

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

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

Legal Reference: A.C.A. § 6-17-2407

Date Adopted: June 19, 2006
Last Revised: March 8, 2021

8.31—NONCERTIFIED PERSONNEL TERMINATION AND NON-RENEWAL

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

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

Legal Reference: A.C.A. § 6-17-2301

Date Adopted: June 19, 2006

Last Revised: May 15, 2012

8.32—NONCERTIFIED PERSONNEL ASSIGNMENT

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

Legal Reference: A.C.A. § 6-17-2301

Date Adopted: June 19, 2006

Last Revised: May 15, 2012

8.33—NONCERTIFIED PERSONNEL SCHOOL CALENDAR

The superintendent shall present to the personnel policies committee (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 scheduled statewide assessment that might jeopardize or limit the valid assessment and comparison of student learning

The Hamburg School District shall operate by the following calendar.

Note: Be sure your calendar includes work days and holidays.

Legal Reference: A.C.A. § 6-17-2301

Date Adopted: June 19, 2006

Last Revised: June 12, 2017

Hamburg School District 2019-2020

July 29-August 9	Staff Development Days (Flex Days)
August 7	Staff Development Day---Staff
Breakfast	
August 13 (Tuesday)	First Day of Students
September 2	Labor Day
September 19	Staff Development (7:00-1:00)
September 19	Parent-Teacher Conference (1:00-
7:00)	
October 11	End of First Quarter (42 Days)
October 9-11	Nine Weeks Tests
November 25-29	Thanksgiving Holidays
December 18-20	Semester Tests
December 20	End of First Semester Second Quarter (45
Days)	
December 23- Jan 3	Christmas Holidays
January 6	Students return to school
January 20	Martin Luther King, Jr. Holiday
February 6	Staff Development (7:00-1:00)
February 6	Parent-Teacher Conference (1:00-
7:00)	
February 17	Presidents Day Holiday
March 11-13	Nine Weeks Tests
March 13	End of Third Quarter (47 days)
March 23-27	Spring Break
April 10	Easter Holiday (Good Friday)
May 19-22	Semester Tests
May 22	Last Day of Students
May 22	End of Fourth Quarter (44 days)
Jan. 20, Feb. 17, April 10, May 25, May 26	Makeup Days
Total Student/Teacher Interaction days	178
Total Parent-Teacher Conference days	2
Total Staff Development days	10
Total Contract days	190

If no makeup days are needed, the last day of school will be May 22.

Testing Days will be issued to staff, students and parents when decided on by the state and district.

***Parent Conferences (Thursday) are doubled with Professional Development**

8.34—NONCERTIFIED PERSONNEL WHO ARE MANDATED REPORTERS DUTIES

It is the statutory duty of classified school district employees who are mandated reporters¹ to:

- If the classified employee has reasonable cause to suspect child abuse or maltreatment, then the classified employee shall directly and personally report these suspicions to the Arkansas Child Abuse Hotline, by calling 1-800-482-5964; **by calling the child maltreatment hotline at 1-800-482-5964 and submitting a report through fax to the child maltreatment hotline; or if the employee can demonstrate that the child maltreatment, neglect, or abuse is not an emergency, then the employee may notify the child maltreatment hotline through submission of a fax only.** Failure to report suspected child abuse, maltreatment, or neglect **through** 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.
- If the classified employee has a good faith belief that there is a serious and imminent threat to the public based on a threat made by an individual regarding violence in or targeted at a school that has been communicated to the classified employee in the ordinary course of his/her professional duties, then the classified employee shall make every attempt to immediately notify law enforcement of the serious and imminent threat to the public and have notified law enforcement within twenty-four (24) hours of learning of the serious and imminent threat to the public.

The duty of mandated reporters to report suspected child abuse or maltreatment or serious and imminent threats to the public is a direct and personal duty, and cannot be assigned or delegated to another person. There is no duty to investigate, confirm or substantiate statements a student may have made which form the basis of the reasonable cause to believe that the student may have been abused or subjected to maltreatment by another person or that form the basis of the serious and imminent threat to the public; 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; that a serious and imminent threat to the public exists; or to rule out such a belief².

Employees and volunteers who **notify** the Child Abuse Hotline or who report serious and imminent threats to the public to law enforcement 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 mandated reporter from directly reporting suspected child abuse, ~~or~~ maltreatment, or a serious and imminent threat to the public, or require that any person notify or seek permission from any person before making a report to the Child Abuse Hotline or law enforcement.

Notes: This policy is similar to Policy 3.40. If you change this policy, review 3.40 at the same time to ensure applicable consistency between the two.

¹ For a listing of who qualifies as mandated reporters, refer to A.C.A. § 6-18-110(a) and A.C.A. § 12-18-402(b).

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

Legal References: A.C.A. § 6-18-110
 A.C.A. § 12-18-107
 A.C.A. § 12-18-201 et seq.
 A.C.A. § 12-18-302
 A.C.A. § 12-18-402

Date Adopted: June 18, 2007
Last Revised: March 9, 2020

8.35— OBTAINING and RELEASING STUDENT’S FREE AND REDUCED PRICE MEAL 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 information¹ 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.²

Notes: This policy is similar to policy 3.42. If you change this policy, review policy 3.42 at the same time to ensure applicable consistency between the two.

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

¹ The district owns the data and has the right to choose whether or not to release it to **anyone**. Therefore, the district must make the decisions concerning its release. With the ownership comes the responsibility to ensure proper security of the data.

² The penalty for improper disclosure of eligibility information is a fine of not more than \$1000 and/or imprisonment of not more than one year.

Legal References: Commissioner’s Memos IA-05-018, FIN 09-041, and IA 99-011

ADE Eligibility Manual for School Meals Revised July 2008
7 CFR 210.1 – 210.31
7 CFR 220.1 – 220.22
42 USC 1758(b)(6)

Date Adopted: April 20, 2009

Last Revised: June 10, 2019

8.36—NONCERTIFIED PERSONNEL WORKPLACE INJURIES and WORKERS' COMPENSATION

The district provides Workers' Compensation (WC) 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 Central Office¹. 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.

The District may discipline an employee, up to and including termination of the employee's contract, if it is discovered that the employee:

1. Deliberately made false statements concerning the origin of an injury or the circumstances surrounding the injury; or
2. submitted a WC claim that the employee knew to be based substantially or entirely on false information.

An employee shall not be disciplined solely because the District's WC carrier denied the employee's WC claim.

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. In addition, employees whose injuries require medical attention shall submit to a drug test, which shall be paid at the District's WC carrier's expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of WC benefits.²

A WC absence may run concurrently with FMLA leave (policy 8.23) when the injury is one that meets the criteria for a serious health condition. To the extent that WC 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 WC 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 WC 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 WC 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, an 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;
- Whose WC claim is accepted by the WC insurance carrier as compensable and who is absent for eight (8) 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;
- Whose WC claim is accepted by the WC insurance carrier as compensable and is absent for fourteen (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.

Notes: This policy is similar to policy 3.44. If you change this policy, review 3.44 at the same time to ensure applicable consistency between the two.

¹ Insert the **position** of the person to be notified.

² Requiring employees who need medical treatment for injuries at work to be drug tested is optional but is recommended. A.C.A. § 11-9-102 states that an injury resulting while the employee is under the influence of alcohol or illegal drugs is not a compensable injury. Requiring all employees to be drug tested for work injuries resulting in medical treatment will allow the district to abide the prohibition against paying worker's comp for a drug related injury.

Cross References: 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. § 11-9-102
A.C.A. § 11-9-508(d)(5)(A)
A.C.A. § 11-9-514(a)(3)(A)(i)

Date Adopted: June 15, 2009

Last Revised: March 8, 2021

8.37—NONCERTIFIED PERSONNEL SOCIAL NETWORKING AND ETHICS

District staff are encouraged to use educational technology, the Internet, and professional/education social networks to help raise student achievement and to improve communication with parents and students. However, technology and social networking websites also offer staff many ways they can present themselves unprofessionally and/or interact with students inappropriately.

It is the duty of each staff member to appropriately manage all interactions with students, regardless of whether contact or interaction with a student occurs face-to-face or by means of technology, to ensure that the appropriate staff/student relationship is maintained. This includes instances when students initiate contact or behave inappropriately themselves.

Public school employees are, and always have been, held to a high standard of behavior. Staff members are reminded that whether specific sorts of contacts are permitted or not specifically forbidden by policy, they will be held to a high standard of conduct in all their interactions with students. Failure to create, enforce and maintain appropriate professional and interpersonal boundaries with students could adversely affect the District's relationship with the community and jeopardize the employee's employment with the district.

Definitions:

Social networking websites are online groups of Internet users allowing communication between multiple individuals. The fundamental purpose of social networking websites is to socialize. Examples include, but are not limited to, Facebook, MySpace, and Twitter. Staff members are discouraged from creating personal social networking sites to which they invite students to be friends or followers.¹ Employees taking such action do so at their own risk and are advised to monitor the site's privacy settings regularly.

Professional/education social networks are education oriented websites designed to allow and encourage staff and students to communicate and collaborate around school subjects and projects. District employees may set up blogs and other professional/education social networking accounts using District resources and following District guidelines¹ to promote communications with students, parents, and the community concerning school-related activities and for the purpose of supplementing classroom instruction. Accessing professional/education social networks during school hours is permitted.

Blogs are a type of networking and can be either social or professional in their orientation. Professional blogs, approved by the principal or his/her designee, are encouraged and can provide a place for staff to inform students and parents on school related activities. Social blogs are discouraged to the extent they involve staff and students in a non-education oriented format.

Staff are reminded that the same relationship, exchange, interaction, information, or behavior that would be unacceptable in a non-technological medium, is unacceptable when done through the use of technology. In fact, due to the vastly increased potential audience digital dissemination presents, extra caution must be exercised by staff to ensure they don't cross the line of acceptability. A good rule of thumb for staff to use is, "if you wouldn't say it face-to-face in a group, don't say it online."

Whether permitted or not specifically forbidden by policy, or when expressed in an adult-to-adult, face-to-face context, what in other mediums of expression could remain private opinions, when expressed by staff on a social networking website, have the potential to be disseminated far beyond the speaker's desire or intention.

This could undermine the public's perception of the individual's fitness to interact with students, thus undermining the employee's effectiveness. In this way, the expression and publication of such opinions, could potentially lead to disciplinary action being taken against the staff member, up to and including termination or nonrenewal of the contract of employment.

Staff who are employed by the district as a teacher under a waiver from licensure should be aware that, in addition to the restrictions on inappropriate interactions with students and dissemination of information under this policy, they are required to follow the Division of Elementary and Secondary Education (DESE) Rules Governing The Code Of Ethics For Arkansas Educators. Violations of this policy that would also violate the Code of Ethics for Arkansas Educators may result in the filing of an ethics complaint with DESE.²

Accessing social media websites for personal use during school hours is prohibited, except during breaks or preparation periods. Staff are discouraged from accessing social media websites on personal equipment during their breaks and/or preparation periods because, while this is not prohibited, it may give the public the appearance that such access is occurring during instructional time. **Except when expressly authorized by the employee's job duties,** staff shall not access social media websites using district equipment at any time, including during breaks or preparation periods, except in an emergency situation or with the express prior permission of school administration. **Except when expressly authorized by the District employee's job duties and when District procedures have been followed,** All school district employees who participate in social media websites shall not post any school district data, documents, photographs taken at school or of students, logos, or other district owned or created information on any website. Further, the posting of any private or confidential school district material on such websites is strictly prohibited. **The posting of prohibited material or posting without following proper procedures may result in disciplinary action against the District employee, up to and including termination or non-renewal.**

Privacy of Employee's Social Media Accounts

In compliance with A.C.A. § 11-2-124, the District shall not require, request, suggest, or cause a current or prospective employee to:

1. Disclose the username and/or password to his/her personal social media account;
2. Add an employee, supervisor, or administrator to the list of contacts associated with his/her personal social media account;
3. Change the privacy settings associated with his/her personal social media account; or
4. Retaliate against the employee for refusing to disclose the username and/or password to his/her personal social media account.

The District may require an employee to disclose his or her username and/or password to a personal social media account if the employee's personal social media account activity is reasonably believed to be relevant to the investigation of an allegation of an employee violating district policy; local laws; state laws and rules; or federal laws and regulations. If such an investigation occurs, and the employee refuses, upon request, to supply the username and/or password required to make an investigation, disciplinary action may be taken against the employee, which could include termination or nonrenewal of the employee's contract of employment with the District.

Specifically, the following forms of technology based interactivity or connectivity are expressly permitted or forbidden:²

Notes:

¹ The policy's separate definitions for "social networking websites" and "professional/education social networks" are important. Districts are encouraged to establish "professional/education social networks" as an acceptable means of teacher and district communication with students and parents. This can serve to discourage inappropriate staff/student interactions on "social networking websites." ASBA strongly suggests using the discussions for modifying/personalizing this policy as a means for generating the acceptable guidelines and procedures for staff creation of private social networks. We recommend **NOT** incorporating the guidelines into the policy, but have them available for all staff to review. Incorporating them into the policy will make it much harder to change them if the need arises.

² If you do not have a waiver allowing individuals to be employed as a teacher under a waiver from licensure, remove this language.

³ What is and is not acceptable staff/student interaction on social networking websites is an education community decision, and will vary from district to district. As a general rule, the greater the degree of real-life connections and interactivity between staff and students that normally occur in the community, the greater the tolerance will be for virtual connections and interactivity. Use the following list to help guide discussions with staff to determine which items should be included in the policy and with what modifications/stipulations. It is as important to include in the policy

what **is** permitted as what **is not** permitted. Your discussions may elicit additional bullets to include in the policy.

- Sharing personal landline or cell phone numbers with students;
- Text messaging students;
- Emailing students other than through and to school controlled and monitored accounts;
- Soliciting students as friends or contacts on social networking websites;

- Accepting the solicitation of students as friends or contacts on social networking websites;
- Creation of administratively approved and sanctioned “groups” on social networking websites that permit the broadcast of information without granting students access to staff member’s personal information;
- Sharing personal websites or other media access information with students through which the staff member would share personal information and occurrences.

Cross reference: 8.22—CLASSIFIED PERSONNEL COMPUTER USE POLICY

Legal References: A.C.A. § 11-2-124
 DESE Rules Governing The Code Of Ethics For Arkansas Educators

Date Adopted: March 14, 2011

Last Revised: March 8, 2021

8.38—NONCERTIFIED PERSONNEL VACATIONS

245 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 by the superintendent or supervisor who shall consider the staffing needs of the district in making his/her determination.

No employee shall be entitled to more than 10 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 10 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.³ Earned but unused vacation will be paid upon retirement, termination, or nonrenewal at the employee's current daily rate of pay.

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

Date Adopted: March 14, 2011

Last Revised: April 8, 2013

8.39—DEPOSITED 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 at least weekly¹ 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: March 14, 2011

Last Revised: May 15, 2012

8.40—NON-CERTIFIED PERSONNEL WEAPONS ON CAMPUS

Firearms¹

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;²
- He/she is a registered, commissioned security guard acting in the course and scope of his/her duties;
- He/she is a certified law enforcement officer, either on or off duty;
 - He/she has a valid conceal carry license and leaves his/her handgun in his/her locked vehicle in the district parking lot.

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

Other Weapons³

Option 1

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

Employees who are participating in a Civil War reenactment may bring a Civil War era weapon onto campus with prior permission of the building principal. If the weapon is a firearm, the firearm must be unloaded.⁵

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

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

119 governs firearms (including handguns) while 306 deals strictly with concealed handguns (those guns having a barrel length of 12" or less).

119 prohibits firearms on "developed school property" while 306 prohibits concealed handgun permit holders from carrying their handguns into school buildings or events but permits the concealed carry licensee to leave a handgun in his/her locked vehicle at a publicly owned parking lot

119 permits those who are on a "journey beyond the county in which a person lives" to carry handguns and firearms on school property. Technically, this would allow those employees who commute from outside the county in which they teach to bring their firearms to school. While we accept that concealed carry licensees may leave their handgun in their locked vehicle in the parking lot, we see this as complicated to enforce and generally problematic. Also, as we interpret the statute, parents visiting the school for an athletic or other event can bring their handgun, though it must be left in their locked vehicle, with them. We cannot control that through policy

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

³ Select the option that works best for your district. In making your decision, note that in Option #2, you can choose to include only the first or the second sentence or you can keep both sentences. If you keep the first sentence, the length of the blade allowed is limited by A.C.A. § 5-73-120(b)(4) to less than three inches (3"). Also, A.C.A. § 5-73-120(a) prohibits individuals from carrying a weapon "with a purpose to employ the... weapon against a person." Presumably, an employee could possess a small pocket knife with no intent to use it against another person. Inherent in making the decision on either sentence in Option #2 is the possibility of a student taking the knife or the tear gas and misusing it.

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

⁵ While the policy language only specifically covers employees, A.C.A. § 6-5-502 permits any person who is a Civil War reenactor to bring a Civil War era weapon onto campus with the prior permission of the principal.

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
 A.C.A. § 6-5-502

Date Adopted: April 8, 2013
Last Revised: June 10, 2019

8.41—WRITTEN CODE OF CONDUCT FOR EMPLOYEES INVOLVED IN PROCUREMENT WITH FEDERAL FUNDS

For purposes of this policy, “Family member” includes:

- An individual's spouse;
- Children of the individual or children of the individual's spouse;
- The spouse of a child of the individual or the spouse of a child of the individual's spouse;
- Parents of the individual or parents of the individual's spouse;
- Brothers and sisters of the individual or brothers and sisters of the individual's spouse;
- Anyone living or residing in the same residence or household with the individual or in the same residence or household with the individual's spouse; or
- Anyone acting or serving as an agent of the individual or as an agent of the individual's spouse.

No District employee, administrator, official, or agent shall participate in the selection, award, or administration of a contract supported Federal funds, including by the District Child Nutrition Program funds if a conflict of interest exists, whether the conflict is real or apparent. Conflicts of interest arise when one or more of the following has a financial or other interest in the entity selected for the contract:

1. The employee, administrator, official, or agent;
2. Any family member of the District employee, administrator, official, or agent;
3. The employee, administrator, official, or agent’s partner; or
4. An organization that currently employs or is about to employ one of the above.

Employees, administrators, officials, or agents shall not solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements including, but not limited to:

- a) Entertainment;
- b) Hotel rooms;
- c) Transportation;
- d) Gifts;
- e) Meals; or
- f) Items of nominal value (e.g. calendar or coffee mug).¹

Violations of the Code of Conduct shall result in discipline, up to and including termination. The District reserves the right to pursue legal action for violations.

All District personnel involved in purchases with Federal funds, including child nutrition personnel, shall receive training on the Code of Conduct. Training should include guidance about how to respond when a gratuity, favor, or item with monetary value is offered.²

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

¹ Districts may set standards covering instances where the financial interest is not substantial and the gift is an unsolicited item of nominal value. If you do wish to set standards for these situations, delete this sentence and add a statement permitting such acceptance and the circumstances where it is acceptable.

² The training provided should cover instances where there is doubt concerning the appropriateness of accepting gifts, favors, etc. the employee should be instructed to consider the following questions:

- How would the public perceive this action of receiving the gift, favor, etc.?
- Will acceptance of the gift, favor, etc. possibly influence a future purchasing decision?

The training should cover the Rules Governing Ethical Guidelines And Prohibitions For Educational Administrators, Employees, Board Members And Other Parties including the contract disclosure forms checklists from Commissioner's Memo FIN 09-036.

Legal References: A.C.A. § 6-24-101 et seq.
 Division of Elementary and Secondary Education Rules Governing
the Ethical Guidelines And Prohibitions For Educational Administrators, Employees,
Board Members And Other Parties
 Commissioner's Memo FIN 09-036
 Commissioner's Memo FIN-10-048
 Commissioner's Memo FIN 15-074
 2 C.F.R. § 200.318
 7 C.F.R. § 3016.36
 7 C.F.R. § 3019.42

Date Adopted: June 8, 2015

Last Revised: June 10, 2019

8.42—NON-CERTIFIED 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: March 10, 2014

Last Revised: March 10, 2104

8.43—CLASSIFIED PERSONNEL USE OF PERSONAL PROTECTIVE EQUIPMENT

Employees whose job duties require the use or wearing of Personal Protective Equipment (PPE) shall use or wear the prescribed PPE at all times while performing job duties that expose employees to potential injury or illness. Examples of PPE include, but are not limited to:¹

- Head and face protection:
 - Hard hat;
 - Bump cap;
 - Welding helmet;
 - Safety goggles;
 - Safety glasses;
 - Face shield;
- Respiratory protection:
 - Dust/mist mask;
 - Half-face canister respirators;
- Hearing protection:
 - Ear plugs;
 - Ear muffs;
- Hand protection, which is based on hazard exposure(s) and type(s) of protection needed:
 - Leather;
 - Latex;
 - Rubber;
 - Nitrile;
 - Kevlar;
 - Cotton;
- Body protection:
 - Welding apron;
 - Welding jackets;
 - Coveralls/Tyvek suits;
- Foot Protection:
 - Metatarsal protection;
 - Steel toed boots/shoes;
 - Slip resistant shoes;
- Fall Protection:
 - Belts, harnesses, lanyards;
 - Skylight protection;
 - Safe ladders;
 - Scissor lifts.

Employees operating a school-owned vehicle that is equipped with seat belts for the operator shall be secured by the seat belt at all times the employee is operating the vehicle. If the vehicle is equipped with seat belts for passengers, the employee operating the vehicle shall not put the vehicle into motion until all passengers are secured by a seat belt. Employees traveling in, but not operating, a school owned vehicle that is equipped with seat belts for passengers shall be secured by a seat belt at all times the vehicle is in motion.

Employees who fail to use or wear the prescribed PPE required by their job duties put themselves and co-workers at risk of sustaining personal injuries. Employees who are found to be performing

job duties without using or wearing the necessary PPE required by the employee's job duties may be disciplined, up to and including termination.

A supervisor may be disciplined, up to and including termination, if the supervisor:

1. Fails to ensure the employee has the prescribed PPE before the employee assumes job duties requiring such equipment;
2. Fails to provide an employee replacement PPE when necessary in order for the employee to continue to perform the job duties that require the PPE; or
3. Instructs the employee to perform the employee's job duties without the prescribed PPE required by those job duties.

An employee shall **not** be disciplined for refusing to perform job duties that require the employee to use/wear PPE if:

- a. The employee has not been provided the prescribed PPE; or
- b. The PPE provided to the employee is damaged or worn to the extent that the PPE would not provide adequate protection to the employee.

An employee's immediate Supervisor is responsible for providing the employee training on the proper use, care, and maintenance of any and all PPE that the employee may be required to use.

Notes: This policy is similar to Policy 3.55. If you change this policy, review 3.55 at the same time to ensure applicable consistency between the two.

When designing employee schedules, be sure to account for the time employees spend putting on and taking off PPE. The time an employee spends putting on and taking off PPE at the worksite is compensable and may result in overtime issues for non-exempt employees under Policy 8.11.

¹ This is not intended to be an all-inclusive list, and you may add or remove items from the list based on what PPE your employees should be using.

Cross Reference: 8.11—OVERTIME, COMPTIME, and COMPLYING WITH FLSA

Date Adopted: March 12, 2018

Last Revised:

8.43H Personal Protective Equipment (PPE)

Per Arkansas Department of Health and the governor's executive order, PPE (face coverings and shields) is an effective way to minimize exposure to COVID-19; therefore, Hamburg School District **will require the use of face coverings on buses and in all buildings**. K-12 students will be required to wear a mask during transitional times. This includes any time outside of the classroom when social distancing cannot be maintained. Students or individuals with medical conditions or disabilities diagnosed by a physician will not be required to wear face coverings. Parents are encouraged to ensure that students have masks when they arrive at school; however, the district will provide one mask for every student.

Please note that physical distancing should still be practiced even with the use of face coverings.

In addition to physical distancing and wearing face coverings, additional safety precautions will be taken without limitation:

- Good hand hygiene; wash your hands often with soap and water for at least 20 seconds. Use hand sanitizer with at least 60% alcohol, if soap and water are not available;
- Avoid touching your face;
- Cover mouth and nose when coughing or sneezing or use the inside of your elbow;
- Monitor for signs and symptoms of COVID-19.

An adequate supply of soap, disinfectant, hand sanitizer, paper towels, tissues, and a supply of PPE will be available at all sites.

Adopted: July 27, 2020

Revised:

8.44 CLASSIFIED PERSONNEL CONTRACT RETURN

An employee shall have thirty (30)¹ days from the date of the receipt of his contract for the following school year in which to return the contract, signed, to the office of the Superintendent. The date of receipt of the contract shall be presumed to be the date of a cover memo², which will be attached to the contract.

Failure of an employee to return the signed contract to the office of the Superintendent within thirty (30) days of the receipt of the contract shall operate as a resignation by the employee. No further action on the part of the employee, the Superintendent, or the School Board shall be required in order to make the employee's resignation final.³

Notes: ¹ The thirty (30) days here is entirely optional as there is no statutory timeline by which classified employees must return their contracts. We have used thirty (30) days here because it matches the timeline for licensed employees, but you may adjust the timeline to best suit your local needs. If you adjust the timeline in the policy, remember to also adjust the timeline included in the cover memo language set forth in footnote ².

² The following language is offered as suggestive for the cover memo:
Attached please find your contract of employment for the (date/date) school year. You have thirty (30) calendar days from the date of this memo to sign and return your contract of employment to the office of the Superintendent. According to personnel policy 8.44, the failure of an employee to sign and return his or her contract by the thirtieth (30th) day shall operate as a resignation, and steps will immediately begin to fill that vacated position for the next school-year.

³ The paragraph is optional and works well for districts that get their contract renewals out well before school is out; however, for districts that issue contracts late, the paragraph serves as an additional opportunity for employees to get out of their contracts by simply declining to return them signed and thus activate the provisions of the second paragraph of the policy.

Date Adopted: February 11, 2019
Last Revised

