

8.2— CLASSIFIED PERSONNEL EVALUATIONS

Classified personnel may be periodically evaluated.

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

Legal References: A.C.A. 6-17-2301

Date Adopted: 04/19/2004

Last Revised: 08/21/2006

8.3—EVALUATION OF CLASSIFIED PERSONNEL BY RELATIVES

Any person employed in, or assigned to, a position which would require that he/she be evaluated by any relative, by blood or marriage, including spouse, parent, child, grandparent, grandchild, sibling, aunt, uncle, niece, nephew, or first cousin shall be evaluated by another administrator in the district that is not related to such person.

Date Adopted: 04/19/2004
Last Revised:

8.4— CLASSIFIED EMPLOYEES DRUG TESTING

Scope of Policy

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

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

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

Methods of Testing

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

Definitions

"Safety sensitive function" includes:

1. All time spent inspecting, servicing, and/or preparing the vehicle;
2. All time spent driving the vehicle;
3. All time spent loading or unloading the vehicle or supervising the loading or unloading of the vehicle; and
4. 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.

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

- 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;
- No driver shall use alcohol while performing safety-sensitive functions;
- No driver shall perform safety-sensitive functions within four (4) hours after using alcohol;
- No driver required to take a post-accident alcohol test under #2 above shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first;
- No driver shall refuse to submit to an alcohol or drug test in conjunction with #1,2, and/or 4 above;
- 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;
- 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 substance.

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

Testing for Cause

Drivers involved in an accident in which there is a loss of another person's life shall be tested for alcohol and controlled substances as soon as practicable following the accident. Drivers shall also be tested for alcohol within eight (8) hours and for controlled substances within thirty two (32) hours following an

accident for which they receive a citation for a moving traffic violation if the accident involved: 1) bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or 2) one or more motor vehicles incurs disabling damage as a result of the accident requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

Refusal to Submit

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

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

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

Consequences for Violations

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

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

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

Legal Reference: A.C.A. § 6-19-108, 119, A.C.A. § 27-23-201 et seq.
 49 C.F.R. § 382.101-605, and § part 40, and 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: 04/19/2004
Last Revised: 04/21/2014

8.5—CLASSIFIED SICK LEAVE

Definitions

“Employee” is an employee of the District working 20 or more hours per week who is not required to have a teaching license, or a bus driver who is driving a regular bus route, as a condition of his/her employment.

“Sick Leave” is any absence from work due to illness, whether for personal illness, medical appointments, pregnancy, disability, catastrophic event, and illness or death in the immediate family.

“Immediate family” is defined as the spouse, child, step-child, foster child, parent, parent-in-law, grandparent, brother, sister, grandchild, or any other relative living in the same household.

“Excessive Sick Leave” is absence from work, whether paid or unpaid, that exceeds twelve (12) days in a contract year for an employee and that is not excused pursuant to District policy; the family Medical Leave Act; a reasonable accommodation of disability under the Americans With Disabilities Act; or due to a compensable Workers’ Compensation claim.

“Grossly Excessive Sick Leave” is absence from work, whether paid or unpaid, that exceeds 10% of the employee’s contract length and that is not excused pursuant to District policy; the family Medical Leave Act; a reasonable accommodation of disability under the Americans With Disabilities Act; or due to a compensable Workers’ Compensation claim.

“Current Sick Leave” means those days of sick leave for the current contract year, which sick leave is granted at the rate of one day of leave per month worked, or major part thereof.

“Accumulated Sick Leave” is the total of unused sick leave, up to a maximum of ninety (90) days accrued from previous contract years, but not used.

Use of Sick Leave

The sick leave may be taken in increments of no less than ½ day. Scheduled sick leave may not be taken the day before or the day after a scheduled calendar break.

No more than three (3) sick leave days may be taken for any one request without approval from the building level administrator or the Superintendent. Maximum payment for accumulated leave remains at ninety (90) days. (state regulations) (i.e. retirement)

Employees who fail to report to work when their request for a day has been denied or who have exhausted their allotted 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 leave, any employee who requires leave without pay must receive advance permission (except in medical emergencies and/or as permitted by policy 8.23-CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE) from their immediate supervisor. Failure to report to work without having received permission to be absent is grounds for discipline, up to and including termination.

Employees who are adopting or seeking to adopt a minor child or minor children may use up to 15 sick leave days in any school year for absences relating to the adoption, including time needed for travel, time needed for home visits, time needed for document translation, submission or preparation, time spent with legal or adoption agency representatives, time spent in court and bonding time. See also, 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE, which also applies. Except for bonding time, documentation shall be provided by the employee upon request.

Pay for sick leave taken during the contract year shall be at the employee's daily rate of pay. If it becomes necessary for an employee to be absent from school for reasons other than stated above, a deduction of one (1) day's pay will be made for each day absent after exhausting all other paid leave.

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 leave not being paid, or in dismissal.

When claiming sick leave, the employee must fill out an employee absentee report upon returning to school and file with the supervisor.

If the employee's absences are excessive or grossly excessive as defined by this policy, disciplinary action may be taken against the employee, which could include termination or nonrenewal of the contract of employment. The Superintendent shall have the authority when making his/her determination to consider the totality of circumstances surrounding the absences and their impact on District operations or student services.

An employee will receive full salary for the time the person is absent from school attending educational meetings approved by the Superintendent. Any employee who is absent for required jury duty shall be paid a regular salary, but any remuneration received for said jury duty shall be paid by the employee to the District to help subsidize District expenditures for this type of absence. A classified employee will be allowed to use a day of personal leave for jury duty and will not need to pay the District any remuneration which is received for jury duty that day served.

Spousal Donations

District employees who are husband and wife are eligible to utilize each other's sick leave. Written permission must be received for each day of donated sick leave. If the employees are paid at different rates of pay, the lesser rate of pay shall be used for the purpose of the donated sick leave days.

Unused Sick Leave

In the event employee does not use all their sick leave one year, then it is cumulative up to 90 days. At the option of the employee, classified employees will be paid each year for a maximum of 10 unused sick leave days in excess of 90 accumulated days at the rate of fifty dollars (\$50) per day.

The District will pay fifty dollars (\$50) for each unused sick leave day (maximum of 90 days) when retiring with twenty-five (25) or more years or when retiring at or after age sixty (60.)

Classified Personnel Benefits

The Clinton School District provides its classified personnel benefits consisting of the following:

1. The priceless reward of helping shape the life and future of our children;
2. Health insurance assistance;
3. Contribution to the teacher retirement system; and
4. One sick day per contract calendar month, or greater portion thereof.

Cross Reference: 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: 04/19/2004
Last Revised: 03/26/2018

8.6 - CLASSIFIED CATASTROPHIC LEAVE BANK

RATIONALE

Such a bank would make it possible for full-time employees with large amounts of accumulated sick leave to donate it to the bank. Vested members would have the reassurance that paid leave would be available if a catastrophe occurred.

In accordance with Arkansas Code Annotated § 6-17-1208, the Clinton School District offers to all full-time employees, voluntary participation in a Catastrophic Leave Bank.

PURPOSE

The purpose of this policy is to grant to its participants extended leave above and beyond regular leave in instances of catastrophic health care conditions, accidents or events suffered by the vested member, their spouse, their children, their parents, or persons for whom they are the primary legal guardian.

DEFINITIONS

Catastrophic Health Condition: An instance of catastrophic health care conditions, accidents or events suffered by the member, their spouse, their children, their parents, or persons for whom they are the legal guardian which requires an employee's unexpected absence from duty for a prolonged period of time in which all the employee's earned leave days are exhausted.

Catastrophic Leave: Paid leave, which is transferred to a leave recipient from the catastrophic leave bank. The committee may, but is not obligated to grant, leave up to forty-five (45) days per contract year for serious personal or family illness, disabilities or accidents.

Catastrophic Leave Bank: A bank of accrued sick leave voluntarily donated by full-time employees which may be approved by the Catastrophic Leave Committee for use by other full-time classified employees who are vested bank members.

Catastrophic Leave Committee: There shall be a committee comprised of one duly elected classified bank member from each school in the district, one administrator appointed by the Superintendent, and one liaison who is familiar with the policies and procedures. All members of the committee must be vested catastrophic leave bank members. This committee shall oversee the administration of the bank and review all leave requests. If a committee member separates employment while serving, the committee will request another member to fill the remainder of the school year. Each school shall be responsible for electing a bank member to the committee to represent them. The committee will be elected at the same time members are elected to the Personnel Policies Committee. A chairperson will be elected by the committee within two (2) weeks following the election of the committee. No member shall serve more than two (2) consecutive years on the committee.

Employee: A person who has been employed for one calendar year by the Clinton School District and who is compensated on a full-time basis (full-time will be a person who works a minimum of six (6) hours a day and receives full sick leave benefits – nine (9) days per year).

Leave Donor: An employee whose voluntary written request to donate sick leave to the catastrophic leave bank has been properly completed and submitted to Human Resources. No employee shall be allowed to be a leave donor if such donation will reduce that employee's accrued sick leave to less than seven (7) days.

Leave Recipient: An employee who is currently a vested leave bank member as defined by this policy for whom the committee has approved an application to receive catastrophic leave from the catastrophic leave bank.

Serious Medical Condition: A disastrous situation in which an employee is incapacitated and therefore prevented from the performance of assigned duties due to a disability, serious illness or injury of the member, their spouse, their children, their parents, or person(s) for whom they are the legal guardian that requires the employee's absence from duty as documented by a physician for a prolonged period of time. Examples of items not normally covered by this policy include short-term illnesses, accidents covered by worker's compensation, elective surgery, or routine pregnancy. If, however, it is necessary for an employee to remain away from work for more than six (6) weeks during a pregnancy, according to a doctor's recommendation, that employee is eligible to apply for relief from the sick leave pool. Also not covered is any medical procedure which, in the opinion of medical experts, can be performed during summer vacation. The committee may require a second opinion by the physician of their choice.

Prolonged Period of Time: Ten (10) or more consecutive days whereby a serious medical condition or injury prevents the employee from performing the employee's assigned duties.

Vested Catastrophic Leave Bank Member: A current full-time employee, for at least one calendar year, who has accrued nine (9) days of leave at the time of donation. To qualify for vested membership in the bank, the employee must voluntarily contribute at least one of their sick leave days to the bank each school calendar year during the designated times established by the committee, until such time as a minimum of three (3) days have been donated. Once a day has been contributed to the bank, that day is exclusively owned by the bank and cannot be retrieved by the donor under any circumstances. No further donations will be required of that member unless the bank drops below one hundred (100) days. If a member drops out, or is granted days from the bank, they must meet initial requirements to rejoin.

Sick Leave Year: This sick leave year shall be the same as the employees contracted year for the current school calendar year.

GUIDELINES FOR REVIEWING REQUESTS FOR LEAVE

1. The applicant must be a vested member and all accumulated leave due for the current year must first be used.
2. All applications requesting leave must be submitted on the Catastrophic Leave Application. Applications can be acquired from the central office or online at clintonsd.org under forms. Because of the nature of catastrophic illness/injury, employees may be unable to make application for themselves. In such cases, persons other than the district employee can request leave on employee's behalf. The completed application shall be submitted to the liaison in the central office. Although no employee can utilize catastrophic leave until he/she has used all available leave, an application may be completed and submitted to the catastrophic leave liaison before all available leave is used. Applying early may be advantageous to the applicant since the leave will be based on the date the request is received.
3. No member shall be approved for leave unless the employee has provided a completed application and accepted medical certification from a physician supporting the continued absence, and setting forth that the member, their spouse, their children, their parents or the person for whom they are the legal guardian is and will continue to be incapacitated therefore prohibiting the employee from performing their duties due to the illness or injury. Information relative to the employee's assigned duties such as functional job descriptions, may be made available to the physician. The committee may request a second opinion by a doctor of their choice.
4. In no case shall catastrophic leave be granted beyond the date the physician certifies that the employee is able to return to work. The committee may request a second opinion by a doctor of their choice.
5. Applications for leave shall be reviewed on a first filed, first considered basis.
6. No employee shall be approved for catastrophic leave if the employee is currently receiving worker's compensation or Social Security disability benefits or accepts retirement.
7. The catastrophic leave committee will meet and vote within five (5) working days of receiving a complete application. The decision of the committee will be made in writing. The decision of the committee will be final.
8. The leave committee reviews and determines which applications will be granted. The committee may vote by secret ballot, but is not required to, in order to determine if the applicant shall be awarded days. In the event that a committee member cannot be present for the vote, they may cast an absentee vote which is submitted in a sealed envelope. Any absentee ballot must be signed to ensure authenticity. Granting leave will be determined by a majority vote. The committee may vote to grant the full request, a portion of the request, or to deny the request by a majority vote. The applicant or his/her family will be notified of the decision in writing as soon as possible. Copies of the application and written decision will be prepared and filed with the liaison in the central office as soon as possible.
9. Applicants who have had a leave request denied may reapply if their circumstances change. It will be the employee's responsibility to provide data and information of any changes that could affect their disability leave.
10. All matters, decisions and records will remain confidential among committee members.
11. Records of donors/recipients will be kept in the central office of the Clinton School District.

CATASTROPHIC LEAVE BANK / OPERATIONAL GUIDELINES

1. Catastrophic leave may only be donated or granted in full day increments.
2. While a leave recipient is on catastrophic leave, he/she will receive normal district benefits.
3. No employee shall be allowed to be a leave donor if such donation will reduce that employee's accrued sick leave to less than seven (7) days.
4. Days granted to a recipient do not require repayment.
5. Days donated shall be filed and recorded by the catastrophic leave bank liaison in the central office. All contributions to the catastrophic leave bank must be made on the proper forms and forwarded to the central office.
6. A person who is a vested catastrophic leave bank member that has contributed a total of three (3) days, and has not been granted days from the catastrophic leave bank, will not be required to contribute additional days until such time as the catastrophic leave bank drops below one hundred (100) days.
7. Donations may not take place simultaneously with an application for withdrawal from the bank (i.e., days donated which "qualify" an employee to be eligible must be done prior to the year a request is submitted by that same employee.)
8. Regular donations of leave to the bank may only be made during the first few months of each new school year. The donation deadline will be October 31 each year.
9. Additional requests for donations to the bank will be made district wide at the discretion of the catastrophic leave committee from members and non-members and may waive application deadlines in order to gain days from potential members.
10. Any unused catastrophic leave will be returned to the bank in the event the employee is terminated, or returns to work prior to the expiration of the previously approved catastrophic leave period.
11. Catastrophic leave which would result in a negative balance in the leave bank shall not be approved.
12. Catastrophic leave shall not be awarded prior to the date the request is received to be processed. Thus, it cannot be awarded retroactively. The leave will be based on the request date, not the approved date.
13. The committee shall have a chairperson and a recording secretary selected by the committee.
14. All operational rules, governing bylaws, and procedural requirements can be amended by a majority vote of the catastrophic leave bank membership, or recommendation by the Personnel Policy Committee, if approved by Clinton School Board.
15. A quorum of the committee consisting of at least three (3) members must be present to conduct official business. A majority of those present will be necessary to approve action on any issue. Committee members shall remain in place until October 31 of the next school year, thereby enabling new committee members to be elected to adequately represent the classified employees in the district.

Date Adopted: 09/26/2011

Date Revised: 06/20/2016

8.7 - CLASSIFIED PERSONNEL VACATION, PERSONAL AND PROFESSIONAL LEAVE

VACATION

Employees on a 240 day or greater contract shall earn ten (10) days of paid vacation annually. 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. No employee shall be entitled to more than twenty (20) days of accumulated vacation; this total includes the ten (10) days credited upon the start of the fiscal year. Any days above the twenty (20) day limit will be forfeited. Earned but unused vacation will be paid upon any severance of employment at the employee's current daily rate of pay.

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

PERSONAL LEAVE

Each classified employee who works more than one-half shall have two (2) personal leave days per year. These days may be taken with approval of written request to the building Principal 24 hours in advance.

For the District to function efficiently and have the necessary personnel present to effect a high achieving learning environment, employee absences need to be kept to a minimum. The District acknowledges that there are times during the school year when employees have personal business that needs to be addressed during the school day. Each full-time employee shall receive two (2) days of personal leave per contract year. Any recorded absence will be counted at $\frac{1}{2}$ day or 1 day.

Employees shall take personal leave or leave without pay for those absences which are not due to attendance of 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:

- Athletic or academic events related to the school district
- Meetings and conferences related to education.

For employees other than the Superintendent, the determination of what activities meet the definition of a school function shall be made by the employee's immediate supervisor or designee. For the Superintendent, the school board of directors shall determine what activities meet the definition of a school function. In no instance shall paid leave in excess of allotted

vacation days and/or personal days be granted to an employee who is absent from work while receiving remuneration from another source as compensation for the reason for their absence.

Any employee desiring to take personal leave may do so by making a written request to his supervisor at least twenty-four (24) hours prior to the time of the requested leave. The twenty-four-hour requirement may be waived by the supervisor when the supervisor deems it appropriate.

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

Personal leave may not be taken the day before or after the day of a scheduled calendar break.

Unused personal leave days will be accumulated from year to year until a total of five (5) days are accumulated. After five (5) days of accumulated personal leave, each day of unused personal leave will be credited as a sick leave day.

PROFESSIONAL LEAVE

School functions, for the purposes of this policy, refer to:

- Athletic or academic events related to a public school district; and
- Meetings and conferences related to education.

The determination of what activities meet the definition of a school function shall be made by the employee's immediate supervisor or designee. In no instance shall paid leave in excess of allotted vacation days and/or leave 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.

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

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

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

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

Please note that the provisions of Act 1028 of 2007 which gives state employees 8 hours of paid leave to attend their children's school educational activities does NOT apply to public school employees.

Legal Reference: A.C.A. 6-17-211

Date Adopted: 04/19/2004

Last Revised: 03/26/2018

8.8 - CLASSIFIED PERSONNEL RESPONSIBILITIES IN DEALING WITH SEX OFFENDERS ON CAMPUS

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

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

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

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

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

Date Adopted: 05/21/2007
Last Revised: 06/16/2008

8.9 - PUBLIC OFFICE – CLASSIFIED PERSONNEL

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

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

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

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

Cross Reference: Policy #8.17—Classified Personnel Political Activity

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

Date Adopted: 04/19/2004

Last Revised: 05/21/2012

8.10 - JURY DUTY – CLASSIFIED PERSONNEL

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

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

An employee will be allowed to use a day of personal leave for jury duty and will not need to pay the district any remuneration which is received for jury duty that day served.

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

Legal Reference: A.C.A. § 16-31-106

Date Adopted: 04/19/2004

Last Revised: 04/19/2010 (does not require action from PPC or Board)

8.11—OVERTIME, COMP-TIME, and COMPLYING WITH FLSA

The Clinton School District shall comply with those portions of the Fair Labor Standards Act that relate to the operation of public schools. The act requires that covered employees be compensated for all hours worked at greater than or equal to the applicable minimum wage for workweeks of less than or equal to 40 hours. It also requires that employees be compensated for workweeks of greater than 40 hours at 1 1/2 times their regular rate of pay either monetarily or through compensatory time. No employee shall work any overtime without prior written approval from the Superintendent.

Definitions

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

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

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

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

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

Employment Relationships

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

- Between the District and student teachers;
- Between the District and its students;
- 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:

- 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.
- 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 and shall be paid for all hours worked each workweek. Employees shall accurately record the hours they work each week.

The District shall determine the manner to be used by employees to accurately record the hours they work. Employees arriving early may socialize with fellow workers who are off the clock, but shall not commence working without first recording their starting time.

Employees shall sign in/clock in where they start work and sign out/clock out at the site where they cease working. Employees who do not start and end their workday at the same site shall carry a time card or sheet with them to accurately record their times. They shall turn in their time sheets or cards to their immediate supervisor monthly.

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

Employees whose normal workweek is 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. Any compensatory time must be taken during the semester which hours were accumulated.

Breaks and Meals

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

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

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

Overtime

Covered employees shall be compensated at not less than 1.5 times his or her regular rate of pay for all hours worked over 40 in a work week. 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.

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

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

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

1. The average regular rate received by the employee during the last 3 years of employment, or
2. The final regular rate received by the employee.

Overtime Authorization

There will be instances where the district's needs necessitate an employee work overtime. It is the Board's desire to keep overtime worked to a minimum. No employee shall work any overtime without prior written approval from the Superintendent.

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

Leave Requests

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

Payment for leave could be delayed or not occur if an employee fails to turn in the required leave form.

Leave may be taken in a minimum of 4 hour increments.

Recordkeeping and Postings

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

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

Cooperation with Enforcement Officials

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

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

Legal References: 29 USC § 206(a), ACA § 6-17-2203; 207(a)(1), 211(a)(b); 207(o), 553.50, 778.218(a), 778.105, 213(a), 541 et seq., 207(e), 778.108, 785.9, 785.16, 5516.2(7), 785.1 et seq., 2205, 785.19, 207(a), 778.100, 207, 553.20 – 553.32, 778.106, 207(g)(2), 778.115, 207(o)(2)(A), 553.23, 553.20, 207(o)(4), 553.27, 211(c), 516.2, 516.3, 553.50, 516.4, 516.5, 516.6

Date Adopted: 04/19/2004

Last Revised: 05/18/2015

8.12 - CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT

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

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

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

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

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

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 during regular school hours. Except as provided in policy 8.26, if an employee who works a non-District job during regular school hours while taking District sick leave for personal or family illness or accident, Workers Comp, or FMLA shall be subject to discipline up to and including termination.

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

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

Date Adopted: 04/19/2004
Last Revised:

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.

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

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

Inquiries on non-discrimination may be directed to Human Resources, who may be reached at (501)745-6000.

For further information on notice of non-discrimination or to file a complaint, visit <http://wdcrobcolp01.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 law, 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 veteran's preference, the applicant must be a citizen and resident of Arkansas, be substantially equally qualified as other applicants and do all of the following:

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

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

Legal References:	A.C.A. § 6-17-414
	A.C.A. § 21-3-302
	A.C.A. § 21-3-303
	A.C.A. § 25-19-101 et seq.
28 C.F.R. § 35.106	
	34 C.F.R. § 100.6
	34 C.F.R. § 104.8
	34 C.F.R. § 106.9
	34 C.F.R. § 108.9
	34 C.F.R. § 110.25

Date Adopted:	04/19/2004
Last Revised:	05/18/2015

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.

Policy 7.12 – EXPENSE REIMBURSEMENT is incorporated by reference into this policy.

Cross Reference: Policy #7.12 – EXPENSE REIMBURSEMENT

Date Adopted: 04/19/2004

Last Revised: 04/18/2011

8.15 - CLASSIFIED PERSONNEL TOBACCO USE

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

Legal Reference: A.C.A. § 6-21-609

Date Adopted: 04/19/2004
Last Revised:

8.16—DRESS OF CLASSIFIED EMPLOYEES

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

Date Adopted: 04/19/2004
Last Revised:

8.17— CLASSIFIED PERSONNEL POLITICAL ACTIVITY

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

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

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

Date Adopted: 04/19/2004

Last Revised:

8.18- CLASSIFIED PERSONNEL DEBTS

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

All employees are expected to meet their financial obligations. If an employee writes “hot” checks or has his income garnished by a judgment creditor, dismissal may result.

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

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

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

Date Adopted: 04/19/2004
Last Revised:

8.19— CLASSIFIED PERSONNEL GRIEVANCES

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

Definitions

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

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

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

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

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

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

Process

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

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

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

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

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

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

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

The school Board will address the grievance at the next regular meeting of the school board, unless the employee agrees in writing to an alternate date for the hearing. After reviewing the Level Two Grievance Form and the Superintendent's reply, the Board will decide if the grievance, on its face, is grievable under District policy. If the grievance is presented as a "group grievance," the Board shall first determine if the composition of the group meets the definition of a "group grievance." If the Board determines that it is a group grievance, the Board shall then determine whether the matter raised is grievable. If the Board rules the composition of the group does not meet the definition of a group grievance, or the grievance, whether

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

Records

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

Reprisals

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

Legal Reference: ACA § 6-17-208, 210

Date Adopted: 04/19/2004

Last Revised: 05/21/2007

8.19F - LEVEL TWO GRIEVANCE FORM - CLASSIFIED

Name: _____

Date submitted to supervisor: _____

Must Specific Classified Personnel Policy (along with Policy #) grievance is based upon:

Grievance (be specific):

What would resolve your grievance?

Supervisor's Response: _____

Date submitted to recipient: _____

Date Adopted: 04/19/2004

Last Revised:

8.20 - CLASSIFIED PERSONNEL SEXUAL HARASSMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date Adopted: 04/19/2004
Last Revised: 04/18/2011

8.21 - CLASSIFIED PERSONNEL SUPERVISION OF STUDENTS

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

Date Adopted: 04/19/2004
Last Revised:

8.22— CLASSIFIED PERSONNEL COMPUTER USE POLICY

The Clinton 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 e-mail, and that under Arkansas law, both e-mail and computer use records maintained by the district are subject to disclosure under the Freedom of Information Act. Consequently, no employee or student-related reprimands or other disciplinary communications should be made through email.

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

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

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: 04/19/2004
Last Revised: 06/15/2009

INTERNET SAFETY

The Children's Internet Protection Act (CIPA)

The Children's Internet Protection Act, enacted December 21, 2000 requires recipients of federal technology funds to comply with certain technology protection measures (Internet filtering) and policy requirements. Schools and libraries receiving funds for Internet access and/or internal connections services must also meet the Internet safety policies of the Neighborhood Children's Internet Protection Act (NCIPA) that addresses the broader issues of electronic messaging, disclosure of personal information of minors, and unlawful online activities. The Protecting Children in the 21st Century Act, enacted October 10, 2008, adds an additional Internet Safety Policy requirement covering the education of minors about appropriate online behavior.

Technology Protection Measure (Internet Filter)

Pursuant to the Children's Internet Protection Act (CIPA), the District uses filtering software, at this time M86 Security, to screen Internet sites for offensive material. The Internet is a collection of thousands of worldwide networks and organizations that contain millions of pages of information. Users are cautioned that many of these pages contain offensive, sexually explicit, and inappropriate material, including, but not limited to the following categories: adult content, nudity, sex, gambling, violence, weapons, hacking, personals/dating, lingerie/swimsuit, racism/hate, tasteless, and illegal/ questionable. In general, it is difficult to avoid at least some contact with this material while using the Internet. Even innocuous search requests may lead to sites with highly offensive content. Additionally, having an unfiltered email address on the Internet, as do both staff and students, may lead to receipt of unsolicited email containing offensive content. Users accessing the Internet do so at their own risk. No filtering software is one hundred percent effective, and it is possible that the software could fail. In the event that filtering is unsuccessful and users gain access to inappropriate and/or harmful material, the District will not be liable.

The District will never override the Internet filter for students and will only in the very rarest of circumstances override the filter, even for bona-fide research by adults. Requests for a filter override can be made by contacting Information Services.

Children's Internet Protection Act Definition of Terms:

Technology Protection Measure: a specific technology that blocks or filters Internet access to visual depictions that are

- obscene, as that term is defined in section 1460 of title 18, United States Code;
- child pornography, as that term is defined in section 2256 of title 18, United States Code;
- or
- harmful to minors.

Harmful To Minors: any picture, image, graphic image file, or other visual depiction that:

- taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion.

- depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
- taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

Sanctions

The Terms and Conditions shall be used in conjunction with the District's discipline policies. Individual schools may choose to have additional rules and regulations pertaining to the use of networked resources in their respective buildings. Failure to abide by this policy may subject the user to corrective action ranging from suspension of some or all access privileges up to and including expulsion, termination and prosecutions according to District Policies. Users may be denied access to the District network while an investigation is underway. If a user's access to the District network is suspended or revoked by network administrators as a result of violations of this policy, the user may appeal the suspension in writing, to the Superintendent within ten (10) days. If a violator is removed from the District network, there shall be no obligation to provide a subsequent opportunity to access the network.

Legal Reference: CODE OF FEDERAL REGULATIONS

47CFR54.520-- Sec. 54.520 Children's Internet Protection Act

34CFR99—Part 99 Family Educational Rights & Privacy Act

UNITED STATES CODE

15 U.S.C. 6502-6505 Children's Online Privacy Protection Act

Title 18, Section 1460, Possession with intent to sell, and sale, of obscene matter

Title 18, Section 2256, Sexual Exploitation and Other Abuse of Children.

Title 17, Copyrights

47 U.S.C. § 254 Children's Internet Protection Act, as amended by the Broadband Data Improvement Act (P.L. 110-385)

Protecting Children in the 21st Century Act, October 10, 2008

8.22F - CLASSIFIED PERSONNEL INTERNET USE AGREEMENT

Name (Print)_____

School_____Date_____

The Clinton 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:

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.

Acceptable Use: The Employee agrees that in using the District's Internet access he/she will obey all federal and state laws and regulations. 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.

Penalties for Improper Use: If the Employee violates this agreement and misuses the Internet, the Employee shall be subject to disciplinary action up and including termination.

"Misuse of the District's access to the Internet" includes, but is not limited to, the following:

1. using the Internet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing community standards;
2. using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
3. posting anonymous messages on the system;
4. using encryption software other than when required by the employee's job duties;
5. wasteful use of limited resources provided by the school including paper;
6. causing congestion of the network through lengthy downloads of files other than when required by the employee's job duties;
7. vandalizing data of another user;
8. obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
9. gaining or attempting to gain unauthorized access to resources or files;
10. identifying oneself with another person's name or password or using an account or password of another user without proper authorization;
11. using the network for financial or commercial gain without district permission;
12. theft or vandalism of data, equipment, or intellectual property;
13. invading the privacy of individuals other than when required by the employee's duties;
14. using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
15. introducing a virus to, or otherwise improperly tampering with, the system;
16. degrading or disrupting equipment or system performance;

17. creating a web page or associating a web page with the school or school district without proper authorization;
18. attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;
19. providing access to the District's Internet Access to unauthorized individuals;
20. taking part in any activity related to Internet use which creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools;
21. making unauthorized copies of computer software;
22. personal use of computers during instructional time; or
23. installing software on District computers without prior approval of the District technology director or his/her designee except for District technology personnel as part of their job duties.

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.

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.

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

Employee's Signature: _____ Date _____

Date Adopted: 04/19/2004
Last Revised: 03/27/2017

8.22G - Clinton Public School District Acceptable Use Policy

1. Introduction

The **Clinton Public School District** provides its staff with technology resources and a local area network with access to the Internet. The purpose of these technologies is to: 1) enhance the programs and services provided by the District and to meet the internal and external needs of the District, 2) conduct District business, 3) support District projects, and 4) ensure that District staff are equipped with the necessary tools for communication, research, collaboration, and other tasks required to fulfill job obligations. Each District staff member is expected to use accounts and resources for these purposes. Access to the Internet is provided as a privilege and a tool for users who agree to act in a considerate and responsible manner. All **Clinton Public School District** staff must carefully review and adhere to these acceptable use guidelines.

2. Appropriate Use of Technology

Technology as a Privilege: The **Clinton Public School District** strives to continually provide its employees with current technology resources and equipment. Access to these resources is necessary to complete job tasks. General appropriate uses of technology include:

- Accessing the World Wide Web for work related research and information gathering;
- Utility and applications software that accomplish tasks and fulfill job functions;
- Communication and collaboration between staff and/or other appropriate entities;
- Access to the Internet for up-to-date information published by the Clinton Public School District, other state agencies, schools, various other providers of information that may be necessary in order to complete job tasks;
- Activities or projects that support professional activities of employees (i.e., electronic calendars, electronic scheduling of meetings, electronic prioritizing of tasks, using project management software, keeping electronic address books, and completion of work related forms electronically).

The following general uses are prohibited with respect to the privilege of using the technology: Interference with the security or operation of the computer systems; Vandalizing equipment, software, or hardware; Attempting to alter or gain access to unauthorized files or systems; Using technology in a way that interferes with work obligations; Violating the rights of others by publishing or displaying any information that is defamatory, obscene, inaccurate, profane, or threatening.

1.Privacy of Information: The District retains the right to view personal files and email if there are complaints of inappropriate usage as described in this policy. Remember, no information sent or received over the Internet is safe from inspection and observation. The District reserves the right to monitor and/or log all network activity with or without notice, including e-mail and all web site communications, and therefore, users should have no reasonable expectation of privacy in the use of these resources.

The District will not monitor e-mail transmissions on a regular basis, though the construction, repair, operations and maintenance of electronic messaging systems may occasionally result in monitoring random transmitted or stored messages.

Messages may be monitored during the course of investigations of illegal activity.

Managers may require access to data (including e-mail) under their employee's control when necessary to conduct District business.

The District will not provide third parties with access to stored electronic messages without the written consent of the sender and recipient except in special circumstances, such as: to investigate illegal activity or misuse of the system, or to resolve a technical problem.

Governor's Policy Directive: GPD-5, 1997 (<http://www.state.ar.us/governor/gpd5.html>) clearly states that... "Use of any and all State-owned equipment and supplies shall be restricted to official state use only. Unauthorized or personal use of equipment or supplies may be grounds for dismissal."

User Restrictions: District staff will not excessively use the District network, computer systems, and servers including the access to the use of the Internet and other information resources during regular office hours (outside of breaks and lunch and necessary critical family matters or personal business) for non-District business. Staff will make limited personal use of these technology resources (i.e. computers, software, internet access). Example uses include web searches for personal research and self-study. Personal use must be done during meal and regular break periods.

Internet games or personal games may not be used. The only exception where it is permitted is during normal breaks. They will be used without sound and only where not visible to clients.

Additional Unacceptable Uses: It is unacceptable for a user to use, submit, publish, display, or transmit on the network or on any computer system any information which:

- Violates or infringes on the rights of any other person, including the right to privacy;
- Contains defamatory, false, inaccurate, abusive, obscene, pornographic, profane, sexually oriented, threatening, racially offensive, or otherwise biased, discriminatory, or illegal material;
- Violates District regulations prohibiting sexual harassment;
- Inhibits other users from using the system or the efficiency of the computer systems;
- Encourages the use of controlled substances or uses the system for the purpose of criminal intent;
- Uses the system for any other illegal purpose.

It is also unacceptable for a user to use the facilities and capabilities of the system to:

- Transmit material, information, or software in violation of any local, state or federal law;
- Conduct any non-governmental-related fund raising or public relations activities;

- Engage in any activity for personal gain or personal business transactions, such as buying or selling of commodities or services with a profit motive.

Electronic Mail (E-mail)

E-mail is considered network activity as well as state property, thus, it is subject to all policies regarding acceptable/unacceptable uses of the Internet and the user should not consider e-mail to be either private or secure.

Purpose of E-mail

Electronic mail is provided to support open communication and the exchange of information between staff and other appropriate entities who have access to a network. This communication allows for the collaboration of ideas and the sharing of information. E-mail is a necessary component of teamwork at **Clinton Public School District**.

E-mail Guidelines

Each **Clinton Public School District** employee is given an E-mail account. It is the responsibility of the employee to use their account with respect to the set technology guidelines and in such a way that does not interfere with their duties. ***Specifically forbidden*** in the use of e-mail is:

- Any activity covered by inappropriate use statements included in this policy;
- Sending / forwarding chain letters, virus hoaxes, etc.;
- Sending, forwarding or opening executable files (.exe) or other attachments unrelated to specific work activities, as these frequently contain viruses;
- Use of abusive or profane language in messages;
- Submitting unnecessary mail attachments exceeding 1.5 MB in size (the size is displayed within the icon attachment);
- Use that reflects poorly on **Clinton Public Schools**.

E-mail Storage

Staff should move important information from E-mail message files to shared folders and drives to ensure proper backup. Messages no longer needed must be periodically purged from personal storage areas. Technical support staff will monitor storage usage and advise when limits are reached and purging is required.

4. Internet

Purpose of Internet Access

The Internet provides a wealth of information useful for educational purposes. With Internet access an employee of **Clinton Public School District** can utilize the many research and resource

tools available online. These tools can aid in preparing reports or projects required by the **Clinton Public School District**.

All **Clinton Public School District** staff members may access the Internet and other information resources and services at any time that in the judgment of the user such access and use will benefit the agencies programs and services.

Internet Access Guidelines

When online employees should abide by the conventional netiquette guidelines. Netiquette is a term for Internet etiquette.

Links regarding "Netiquette"

<http://www.fau.edu/netiquette/net/index.html>
<http://www.albion.com/netiquette/corerules.html>
<http://www.albion.com/netiquette/introduction.html>
<http://redtail.unm.edu/cp/netiquette.html>
<http://www.ro.com/members/info/netiquette.html>

Appropriate Use of Web Access

Employees are responsible for making sure they use this access correctly and wisely. Staff should not allow Internet use to interfere with their job duties. Acceptable uses include:

- Access to and distribution of information that is in direct support of the business of the **Clinton Public School District**;
- Provide and simplify communications with other state agencies, school districts and citizens of Arkansas;
- Communication of information related to professional development or to maintain currency on topics of **Clinton Public School District** interest;
- Announcement of new laws, rules, or regulations;
- Applying for or administering grants or contracts for **Clinton Public School District** research or programs;
- Encouraging collaborative projects and sharing of resources.

Inappropriate uses of web access include, but are not limited to:

- Viewing, downloading or sending pornographic or other obscene materials;
- Visiting and/or participating in chat rooms not designed for professional interactions specifically related to one's job;
- "Surfing" the Web for inordinate amounts of time;
- Otherwise endangering productivity or the **Clinton Public School District**;
- Purposes which violates a Federal or Arkansas law;
- Dissemination or printing copyrighted materials (including articles and software) in violation of copyright laws.

1. Appropriate Network Use and User Accounts Guidelines

Use of the **Clinton Public School District's** Internet connection and E-mail resources is a privilege and it is expected that all staff abide by acceptable user guidelines. Appropriate guidelines include:

Users will only access those computer accounts which have been authorized for their use and must identify computing work with their own names or other approved IDs so that responsibility for the work can be determined and users can be contacted in unusual situations.

Users will use accounts for authorized purposes. This policy shall not prevent informal communication, but accounts will not be used for private consulting or personal gain.

Network administrators may review files and communications to maintain system integrity and ensure that users are using the system responsibly. Users should not expect files and documents to always remain private.

Users are encourage to maximize the use of the technologies covered under the **Clinton Public School District** user policy to reduce the cost of postage, letters, reports, etc.

2. Copyright Guidelines

Purpose of Software Availability

Clinton Public School District provides utility and application software that enhances the efficiency and productivity of its employees. **Clinton Public School District** staff must honor copyright laws regarding protected commercial software used at the **Clinton Public School District**.

Compliance With Copyright Laws

Copyright laws do not allow a person to store copies of a program on multiple machines, distribute copies to others via disks or Internet, or to alter the content of the software, unless permission has been granted under the license agreement.

Users may download copyrighted material, but its use must be strictly within the agreement as posted by the author or current copyright law.

Unauthorized use of copyrighted materials or another person's original writing is considered copyright infringement.

Any user that copies and distributes software in any form for any purpose should do so only on the authority of the user's immediate supervisor.

Any supervisor that authorized the copying and distribution of software should have on file written documentation that such action is legal.

Each user is responsible for observing all local, state, federal laws, especially in regard to copyright laws. The **Clinton Public School District** will not be responsible for the cost of any legal action taken against any user that violates such laws regardless of the situation or the intent or purpose of the user.

All staff that use software owned by the **Clinton Public School District** must abide by the limitations included in the copyright and license agreements entered into with software providers. It is unlawful to copy most software products.

Acceptable Use Policy Consent Form

I _____ have read this policy and agree to comply with all its terms and conditions.

Furthermore, I _____ understand that the **Clinton Public School District** will not monitor e-mail transmissions on a regular basis, though the construction, repair, operations and maintenance of electronic messaging systems may occasionally result in monitoring random transmitted or stored messages.

Users must recognize that the use of all **Clinton Public School District** electronic information resources is a privilege and that the policies implementing usage are requirements that mandate adherence.

Signed _____

Date: _____

Supervisor _____

Date: _____

8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE*

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

SECTION ONE

Definitions:

Eligible Employee: is an employee who has been employed by the District for at least twelve (12) months and for 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave.

FMLA: is the Family and Medical Leave Act

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

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

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

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

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

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

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

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

Policy

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

Leave Eligibility

The District will grant up to twelve (12) weeks of leave in a year in accordance with the FMLA, as amended, to its eligible employees for one or more of the following reasons:

1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. To care for the spouse, son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition; and
4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.
5. Because of any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. (See Section Two)
6. To care for a spouse, child, parent or next of kin who is a covered 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 husband and wife who are both eligible employees employed by the District may not take more than a combined total of 12 weeks of FMLA leave for reasons 1, 2, 3 and 5.

Provisions Applicable to both Sections One and Two

District Notice to Employees

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

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. 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 applicability 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.

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

Concurrent Leave Under the FMLA

All FMLA leave is unpaid unless substituted by applicable accrued leave. The District requires employees to substitute any applicable accrued leave (in the order of sick, personal, or vacation leave as may be applicable) for any period of FMLA leave.

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

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

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

Health Insurance Coverage

The District shall maintain coverage under any group health plan for the duration of FMLA leave the employee takes at the level and under the conditions coverage would have been provided if the employee had continued in active employment with the District. Additionally, if the District makes a change to its health insurance benefits or plans that apply to other employees, the employee on FMLA leave must be afforded the opportunity to access additional benefits and/or the same responsibility for changes to premiums. Any changes made to a group health plan which apply to other District employees, must also apply to the employee on FMLA leave. The District will notify the employee on FMLA leave of any opportunities to change plans or benefits. The employee remains responsible for any portion of premium payments customarily paid by the employee. When on unpaid FMLA leave, it is the employee's responsibility to submit his/her portion of the cost of the group health plan coverage to the district's business office on or before it would be made by payroll deduction.

The District has the right to pay an employee's unpaid insurance premiums during the employee's unpaid FMLA leave to maintain the employee's coverage during his/her leave. The District may recover the employee's share of any premium payments missed by the employee for any FMLA leave period during which the District maintains health coverage for the employee by paying the his/her share. Such recovery shall be made by offsetting the employee's debt through payroll deductions or by other means against any monies owed the employee by the District.

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

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

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

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

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

Reporting Requirements During Leave

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

Return to Previous Position

An employee returning from FMLA leave is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An equivalent position must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, and authority.

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

Provisions Applicable to Section One

Employee Notice to District

Foreseeable Leave:

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

If there is a lack of knowledge of approximately when the leave will be required to begin, a change in circumstances, or an emergency, notice must be given as soon as practicable. As soon as practicable means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case.

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

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

Unforeseeable Leave:

When the approximate timing of the need for leave is not foreseeable, an employee shall provide the District notice of the need for leave as soon as practicable given the facts and circumstances of the particular case.

Ordinarily, the employee shall notify the District within two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, telegraph, fax, or other electronic means. If the eligible employee fails to notify the District as required, unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.

Medical Certification

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

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

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

- a. The original certification is for a period greater than 30 days. In this situation, the District may require a recertification after the time of the original certification expires, but in any case, the District may require a recertification every six (6) months.
- b. The employee requests an extension of leave;

- c. Circumstances described by the previous certification have changed significantly; and/or
- d. The district receives information that casts doubt upon the continuing validity of the certification.

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

No second or third opinion on recertification may be required.

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

Substitution of Paid Leave

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

To the extent the employee has accrued paid vacation or personal leave, any leave taken that qualifies for FMLA leave for reasons 1 or 2 above shall be paid leave and charged against the employee's accrued leave.

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

Return to Work

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

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

Failure to Return to Work:

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

Intermittent or Reduced Schedule Leave

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

Eligible employees may only take intermittent or reduced schedule leave for reasons 1 and 2 listed above if the District agrees to permit such leave upon request of the employee. If the District agrees to permit an employee to take intermittent or reduced schedule leave for such reasons, the agreement shall be consistent with this policy's requirements governing intermittent or reduced schedule leave. The employee may be transferred temporarily during the period of scheduled intermittent or reduced leave to an alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties.

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

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

the leave began. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

Special Provisions relating to Instructional Employees as Defined in This Policy

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

SECTION TWO

FMLA LEAVE CONNECTED TO MILITARY SERVICE

Leave Eligibility

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

QUALIFYING EXIGENCY

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

Definitions:

Covered active duty means

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

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

Certification

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

Employee Notice to District

Foreseeable Leave:

When the necessity for leave for any qualifying exigency is foreseeable, whether because the spouse, son, daughter, or parent of the employee is on covered active duty, or because of notification of an impending call or order to covered active duty, the employee shall provide such notice to the District as is reasonable and practicable regardless of how far in advance the leave is foreseeable. As soon as practicable means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case.

Unforeseeable Leave:

When the approximate timing of the need for leave is not foreseeable, an employee shall provide the District notice of the need for leave as soon as practicable given the facts and circumstances of the particular case. Ordinarily, the employee shall notify the District within two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, telegraph, fax, or other electronic means. If the eligible employee fails to notify the District as required unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.

Substitution of Paid Leave

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

Intermittent or Reduced Schedule Leave

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

Special Provisions relating to Instructional Employees as Defined in This Policy

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

SERIOUS ILLNESS

An eligible employee is eligible for leave to care for a spouse, child, parent or next of kin who is a covered 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 12 months after that date.

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

If husband and wife are both eligible employees employed by the District, the husband and wife are entitled to a combined total of 26 weeks of leave during one 12-month period to care for their spouse, son, daughter, parent, or next of kin who is a **covered service member** with a serious injury or illness as defined in this policy. A husband and wife who care for such a covered service member continues to be limited to a combined total of 12 weeks FMLA leave for reasons 1 through 3 in Section One and for any qualifying exigency during a year as defined in this policy. For example, a husband and wife who are both eligible employees and who care for such a covered service member for 16 weeks during a 12 month period could only take a combined total of 10 weeks for reasons 1 through 3 in Section One and for any qualifying exigency.

Medical Certification

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

Employee Notice to District

Foreseeable Leave:

When the need for leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury is clearly foreseeable at least 30 days in advance, the employee shall provide the

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

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

When the need for leave is to care for a spouse, child, parent or next of kin who is a covered 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, telegraph, fax, or other electronic means. If the eligible employee fails to notify the District as required unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.

Substitution of Paid Leave

When an employee's leave has been designated as FMLA leave to care for a spouse, child, parent or next of kin who is a covered 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 not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave.

Eligible employees may take intermittent or reduced schedule FMLA leave to care for a spouse, child, parent or next of kin who is a covered 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 for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began.

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

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

Cross References: 8.5—CLASSIFIED EMPLOYEES SICK LEAVE
 8.12—CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT
 8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES & WORKERS' COMP

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

Date Adopted: 04/19/2013
Last Revised: 04/21/2014

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

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

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

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

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

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

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

Legal Reference: A.C.A. § 6–19–120

Date Adopted: 04/19/2004
Last Revised: 04/21/2014

8.25— CLASSIFIED PERSONNEL CELL PHONE USE

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

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

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

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

Legal Reference: IRS Publication 15 B

Date Adopted: 04/19/2004
Last Revised: 05/21/2012

8.26—CLASSIFIED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

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

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

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

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

Definitions:

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

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

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

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

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

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

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

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

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

1. Sarcastic comments "compliments" about another student's personal appearance, or actual or perceived attributes,
2. Pointed questions intended to embarrass or humiliate,
3. Mocking, taunting or belittling,
4. Non-verbal threats and/or intimidation such as "fronting" or "chesting" a person,
5. Demeaning humor relating to a student's race, gender, ethnicity or actual or perceived attributes,
6. Blackmail, extortion, demands for protection money or other involuntary donations or loans,
7. Blocking access to school property or facilities,
8. Deliberate physical contact or injury to person or property,
9. Stealing or hiding books or belongings,
10. Threats of harm to student(s), possessions, or others,
11. Sexual harassment, as governed by policy 8.20, is also a form of bullying, and/or

12. Teasing or name-calling based on the belief or perception that an individual is not conforming to expected gender roles (Example: "Slut") or conduct or is homosexual, regardless of whether the student self-identifies as homosexual ("Examples: "You are so gay." "Fag" "Queer".)

Legal Reference: A.C.A. § 6-18-514

Date Adopted: 04/19/2004
Last Revised: 04/15/2013

28.27 – CLASSIFIED PERSONAL 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 teacher's sick leave.

In order to obtain leave under this policy, the teacher must present documentation of the injury from a physician, with an estimate for time of recovery sufficient to enable the teacher 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 teacher's employment.

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

Date Adopted: 04/19/2004
Last Revised:

8.28 – CLASSIFIED PERSONNEL DRUG FREE WORKPLACE

The conduct of district staff plays a vital role in the social and behavioral development of our students. It is equally important that the staff have a safe, healthful, and professional environment in which to work. To help promote both interests, the district shall have a drug free workplace. It is, therefore, the district's policy that district employees are prohibited from the unlawful manufacture, distribution, dispensation, possession, or use of controlled 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. (Employees may be assisted in the StarEAP program).

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

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

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

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

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

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

8.28F – DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT

CERTIFICATION

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

Signature _____

Date _____

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

Date Adopted:	01/16/2006
Last Revised:	05/18/2015

8.29—CLASSIFIED PERSONNEL VIDEO SURVEILLANCE AND OTHER MONITORING

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

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

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

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

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

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

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

Date Adopted: 06/16/2008
Last Revised: 04/18/2011

8.30-CLASSIFIED PERSONNEL REDUCTION IN FORCE

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

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

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

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

Total years of service to the District shall include non-continuous years of service; in other words, an employee who left the District and returned later will have the total years of service counted, from all periods of employment. Working fewer than 160 days in a school year shall not constitute a year. Length of service in a licensed position shall not count for the purpose of length of service for a classified position. There is no right or implied right for any employee to "bump" or displace any other employee. This specifically does not allow a licensed employee who might wish to assume a classified position to displace a classified employee.

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

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

SECTION TWO

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

Date Adopted: 12/19/2005
Last Revised: 04/15/2013

8.31 - CLASSIFIED PERSONNEL TERMINATION AND NON-RENEWAL

For procedures relating to the termination and non-renewal of non-certified 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: 01/16/2006

Last Revised: 08/21/2006

8.32—CLASSIFIED PERSONNEL ASSIGNMENTS

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

Legal Reference: A.C.A. 6-17-2301

Date Adopted: 01/16/2006

Last Revised:

8.33 - CLASSIFIED PERSONNEL SCHOOL CALENDAR

2018-2019 School Calendar

August 6	Monday	Flex Day (No Students)
August 7-9	Tues-Thurs	Teacher Professional Development
August 13	Monday	First day of school
September 3	Monday	Labor Day (No School)
October 12	Friday	End of 1 st 9 weeks (44 days)
TBA	TBA	PT Conferences (see notation below)
October 22	Monday	Flex Day (No Students)
November 19-23	Monday-Friday	Thanksgiving Break
December 19-21	Wed-Friday	Semester Tests
December 21	Friday	End of 2 nd 9 weeks (44 days)
Dec 24-Jan 4		Christmas Break
January 7	Monday	Flex Day (No students)
January 21	Monday	MLK Day (No School/Inclement Weather Day #1)
February 18	Monday	Presidents Day (Inclement Weather Day #2)
March 15	Friday	End of 3 rd 9 weeks (47 days)
March 18-22	Mon.-Friday	Spring Break
TBA	TBA	PT Conferences (see notation below)
April 19	Friday	Flex Day (No Students/Incl. Weather Day #3)**
May 21-23	Tues-Thurs	Semester Tests
May 23	Thursday	End of 4 th 9 weeks/Last Student Day (43 Days)
May 24	Friday	Inclement Weather Day #4
May 27	Monday	Memorial Day (No school)
May 28	Tuesday	Inclement Weather Day #5

Teacher Contract Days

178 Student Days

6 Teacher Professional Development Days (3 aligned PGP during summer, 3 in house)

4 Flex Days (teachers who have completed extra approved PD need not report)

2 Parent/Teacher Conferences (parent teacher conference dates may be altered by campus; example: 2 nights from 3:00-7:00, or 4 nights from 4:00-6:00)

190 Total Teacher Contract Days

**If April 19th Flex Day is used as a weather make-up, then the flex day will be moved to the day after last student day.

Date Adopted: 03/26/2018

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

It is the statutory duty of classified school district employees who are mandatory reporters and who have reasonable cause to suspect child abuse or maltreatment to directly and personally report these suspicions to Arkansas Child Abuse Child Abuse Hotline, by calling 1-800-482-5964. Failure to report suspected child abuse, maltreatment or neglect by calling the Hotline can lead to criminal prosecution and individual civil liability of the person who has this duty. Notification of local or state law enforcement does not satisfy the duty to report; only notification by means of the Child Abuse Hotline discharges this duty.

The duty to report suspected child abuse or maltreatment is a direct and personal duty for statutory mandatory reporters, and cannot be assigned or delegated to another person. There is no duty to investigate, confirm or substantiate statements a student may have made which form the basis of the reasonable cause to believe that the student may have been abused or subjected to maltreatment by another person; however, a person with a duty to report may find it helpful to make a limited inquiry to assist in the formation of a belief that child abuse, maltreatment or neglect has occurred, or to rule out such a belief². Employees and volunteers who call the Child Abuse Hotline in good faith are immune from civil liability and criminal prosecution.

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

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

Date Adopted: 06-16-2008
Last Revised: 06-20-2011

8.35 – OBTAINING and RELEASING STUDENT’S FREE and REDUCED PRICE MEAL ELIGIBILITY INFORMATION

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

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

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

Releasing Eligibility Information

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

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

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

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

Each free and reduced application shall have an envelope attached for parents to return their child's completed application. The sealed envelope containing the application will be sent directly to the determining official for processing.

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: 05/18/2009
Last Revised: 04/15/2013

8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES and WORKERS' COMPENSATION

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

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

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

Employees who are absent from work in the school District due to a Worker's Compensation claim may not work on 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 who has been cleared by his/her doctor to return to "light duty" but the District has no such position available for the employee and the employee's second job qualifies as "light duty."

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

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

Cross Reference:	8.5 - CLASSIFIED EMPLOYEES SICK LEAVE 8.12 - CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT 8.22 - CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE
Legal References:	Ark. Workers Compensation Commission RULE 099.33 - MANAGED CARE A.C.A. § 11-9-508(d)(5)(A); 514(a)(3)(A)(i)

Date Adopted:	06/15/2009
Last Revised:	06/15/2015

8.37—CLASSIFIED 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. 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 guidelines 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 non-renewal of the contract of employment.

Accessing social networking websites for personal use during school hours is prohibited, except during breaks or preparation periods. Staff are discouraged from accessing social networking websites on personal equipment during their breaks and/or preparation periods because, while this is not prohibited, it may give the public appearance that such access is occurring during instructional time.

Legal Reference: RULES GOVERNING THE CODE OF ETHICS FOR ARKANSAS EDUCATORS

Date Adopted: 04/18/2011
Last Revised:

8.38—CLASSIFIED PERSONNEL VACATIONS

SEE 8.7 WHICH NOW INCLUDES THE DISTRICT'S VACATION POLICY

Date Adopted: 04/18/2011
Last Revised: 04/21/2014

8.39—DEPOSITING COLLECTED FUNDS

From time to time, office personnel/activity sponsors may collect funds in the course of their employment. It is the responsibility of the office personnel to deposit such funds they have collected daily. All deposits are to be made before 2:00 p.m. on the last day of the month. 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: 04/18/2011
Last Revised: 05/21/2012

8.40 – CLASSIFIED PERSONNEL WEAPONS ON CAMPUS

Firearms

Arkansas law A.C.A. 5-73-119 forbids the possession of a firearm on any public school campus or in or upon any school bus. All employees of this school district, including those who may possess a “concealed carry permit,” shall strictly abide by this law, with the exception of those employees who may be 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. With the exception of firearms located in an employee’s on-campus personal resident and immediately adjacent parking area, the possession of a firearm by a school district employee 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 contract of employment.

Other Weapons

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

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

Date Adopted: 04/15/2013
Last Revised:

8.41—WRITTEN CODE OF CONDUCT FOR EMPLOYEES INVOLVED IN PROCUREMENT IN THE CHILD NUTRITION PROGRAM

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 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).

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 child nutrition personnel and any District employees involved in purchasing for the Child Nutrition Program 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.

Cross Reference: Policy #3.52

Legal References: A.C.A. § 6-24-101 et seq.
Arkansas Department of 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
7 C.F.R. § 3016.36
7 C.F.R. § 3019.42

Date Adopted: 05/18/2015
Last Revised:

8.42—CLASSIFIED PERSONNEL BUS DRIVER END of ROUTE REVIEW

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

Date Adopted: 04/21/2014
Last Revised: