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CLASSIFIED PERSONNEL

8.1—CLASSIFIED PERSONNEL SALARY SCHEDULE

Salary schedules for each type of employment will be maintained in the office of the superintendent. Salaries will be commensurate to duties performed and the prevailing wage of the area, and must meet the federal minimum wage standards.

Contracts are for one year, renewable during the spring of each year. All offers to renew annual contracts shall expire if not accepted in writing (properly signed) and returned to the superintendent's office within thirty (30) days of issuance. If the contract is not received within the time period, the position for which the contract was issued will be considered to be vacant and the board will proceed to fill the vacancy.

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

The superintendent shall consider, so far as is possible, the wishes of employees in placement, and assignment in making building assignments of non-instructional personnel. Employees may be assigned, re-assigned, or transferred by decision of the superintendent. The superintendent/principal/supervisor has the authority, when recommending an applicant and his/her placement on the District's salary schedule to the Board for its approval, to consider the applicant's previous work experience with similar duties, responsibilities, and skill sets to those job duties and responsibilities the applicant would assume for the District.

Sponsorship pay, which is an addition to the employee's contract, shall be paid as follows:

Sr. Cheerleader Sponsor	\$1100	Jr. Cheerleader Sponsor	\$1100
Sr. Pep/Drill Team Sponsor	600	Jr. Pep/Drill Team Sponsor	600
Technology Coordinator	500	ESL Interpreter	1000
Student Data (APSCN) Coordinator	1500		

Classified Salary Schedule

2017-2018

	FSD 200	SEC 205	RN 185	180 Aide	180 Lab	Jant-180	190 Pre-K	Bus-Xlong	Bus-Long	Bus-Med	Bus-Short
0	\$25,600	\$18,306	\$35,053	\$14,557	\$16,070	\$14,379	\$15,366	\$11,829	\$10,527	\$10,403	\$9,907
	\$400	\$221	\$450	\$200	\$200	\$200	\$200	\$65	\$65	\$65	\$65
1	\$26,000	\$18,527	\$35,503	\$14,757	\$16,270	\$14,579	\$15,566	\$11,894	\$10,592	\$10,468	\$9,972
2	\$26,400	\$18,748	\$35,953	\$14,957	\$16,470	\$14,779	\$15,766	\$11,959	\$10,657	\$10,533	\$10,037
3	\$26,800	\$18,969	\$36,403	\$15,157	\$16,670	\$14,979	\$15,966	\$12,024	\$10,722	\$10,598	\$10,102
4	\$27,200	\$19,190	\$36,853	\$15,357	\$16,870	\$15,179	\$16,166	\$12,089	\$10,787	\$10,663	\$10,167
	\$400	\$277	\$450	\$250	\$250	\$250	\$250	\$65	\$65	\$65	\$65
5	\$27,600	\$19,467	\$37,303	\$15,607	\$17,120	\$15,429	\$16,416	\$12,154	\$10,852	\$10,728	\$10,232
6	\$28,000	\$19,744	\$37,753	\$15,857	\$17,370	\$15,679	\$16,666	\$12,219	\$10,917	\$10,793	\$10,297
7	\$28,400	\$20,021	\$38,203	\$16,107	\$17,620	\$15,929	\$16,916	\$12,284	\$10,982	\$10,858	\$10,362
8	\$28,800	\$20,298	\$38,653	\$16,357	\$17,870	\$16,179	\$17,166	\$12,349	\$11,047	\$10,923	\$10,427
9	\$29,200	\$20,575	\$39,103	\$16,607	\$18,120	\$16,429	\$17,416	\$12,414	\$11,112	\$10,988	\$10,492
	\$400	\$332	\$450	\$300	\$300	\$300	\$300	\$65	\$65	\$65	\$65
10	\$29,600	\$20,907	\$39,553	\$16,907	\$18,420	\$16,729	\$17,716	\$12,479	\$11,177	\$11,053	\$10,557
11	\$30,000	\$21,239	\$40,003	\$17,207	\$18,720	\$17,029	\$18,016	\$12,544	\$11,242	\$11,118	\$10,622
12	\$30,400	\$21,571	\$40,453	\$17,507	\$19,020	\$17,329	\$18,316	\$12,609	\$11,307	\$11,183	\$10,687
13	\$30,800	\$21,903	\$40,903	\$17,807	\$19,320	\$17,629	\$18,616	\$12,674	\$11,372	\$11,248	\$10,752
14	\$31,200	\$22,235	\$41,353	\$18,107	\$19,620	\$17,929	\$18,916	\$12,739	\$11,437	\$11,313	\$10,817
	\$400	\$387	\$450	\$350	\$350	\$350	\$350	\$65	\$65	\$65	\$65
15	\$31,600	\$22,622	\$41,803	\$18,457	\$19,970	\$18,279	\$19,266	\$12,804	\$11,502	\$11,378	\$10,882
16	\$32,000	\$23,009	\$42,253	\$18,807	\$20,320	\$18,629	\$19,616	\$12,869	\$11,567	\$11,443	\$10,947
17	\$32,400	\$23,396	\$42,703	\$19,157	\$20,670	\$18,979	\$19,966	\$12,934	\$11,632	\$11,508	\$11,012
18	\$32,800	\$23,783	\$43,153	\$19,507	\$21,020	\$19,329	\$20,316	\$12,999	\$11,697	\$11,573	\$11,077
19	\$33,200	\$24,170	\$43,603	\$19,857	\$21,370	\$19,679	\$20,666	\$13,064	\$11,762	\$11,638	\$11,142
	\$400	\$443	\$450	\$400	\$400	\$400	\$400	\$65	\$65	\$65	\$65
20	\$33,600	\$24,613	\$44,053	\$20,257	\$21,770	\$20,079	\$21,066	\$13,129	\$11,827	\$11,703	\$11,207
21	\$34,000	\$25,056	\$44,503	\$20,657	\$22,170	\$20,479	\$21,466	\$13,194	\$11,892	\$11,768	\$11,272
22	\$34,400	\$25,499	\$44,953	\$21,057	\$22,570	\$20,879	\$21,866	\$13,259	\$11,957	\$11,833	\$11,337
23	\$34,800	\$25,942	\$45,403	\$21,457	\$22,970	\$21,279	\$22,266	\$13,324	\$12,022	\$11,898	\$11,402
24	\$35,200	\$26,385	\$45,853	\$21,857	\$23,370	\$21,679	\$22,666	\$13,389	\$12,087	\$11,963	\$11,467
	\$400	\$498	\$450	\$450	\$450	\$450	\$450	\$65	\$65	\$65	\$65
25	\$35,600	\$26,883	\$46,303	\$22,307	\$23,820	\$22,129	\$23,116	\$13,454	\$12,152	\$12,028	\$11,532
26	\$36,000	\$27,381	\$46,753	\$22,757	\$24,270	\$22,579	\$23,566	\$13,519	\$12,217	\$12,093	\$11,597
27	\$36,400	\$27,879	\$47,203	\$23,207	\$24,720	\$23,029	\$24,016	\$13,584	\$12,282	\$12,158	\$11,662
28	\$36,800	\$28,377	\$47,653	\$23,657	\$25,170	\$23,479	\$24,466	\$13,649	\$12,347	\$12,223	\$11,727

Bus drivers will be paid for extra trips. Time for trips will be figured from the time the bus leaves the campus until the bus returns, the following guidelines: Bus drivers for trips that leave and return on the same day will be paid \$10 per hour. Bus drivers for trips requiring an overnight stay will be paid \$16 per hour, not to exceed 15 hrs in a 24 hour period. All trip drivers will comply with current DOT rules pertaining to driving time.

Substitute bus drivers will be paid at a rate of \$25 per trip on daily route trips.

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

Date Adopted: 4/21/2014 Last revised 5/21/2012

This salary schedule is based on 8 hours per day.

8.1L—SERVICE RECOGNITION AWARDS POLICY

The school district recognizes long and faithful service and the value of the skill, knowledge, and judgment gained through years of experience.

PURPOSE

The school district is appreciative of the loyalty and faithful service of its employees. Therefore, it is the policy of this school district to recognize length of service by awarding service awards to those employees who have demonstrated their loyalty to the school district. Service awards will be presented to those employees who meet the conditions of eligibility.

RECOGNITION POINTS

Service certificates and awards will be presented to those employees who complete the prescribed number of years of service:

5 years 20 years
10 years 25 years
15 years 30 years

In order for employees to be entitled to the awards, they must have completed the prescribed number of years of service on or before July 1st of that year preceding the presentation of the awards.

SERVICE CLASSIFICATION

1. **PART-TIME TO FULL-TIME:** If an employee is originally employed on a part-time basis and then transfers to full-time, his/her date of employment will be the date he/she is transferred to full-time status.
2. **FULL-TIME TO PART-TIME TO FULL-TIME STATUS:** In this case, the employee will receive credit for the number of years or months he/she first worked on a full-time basis. He/she will be eligible for employee benefits when he/she returns to full-time status based on the number of years or months of previous full-time status.

Date Adopted:
Last Revised:

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. The evaluation tool shall be shared with the employee at the beginning of the school year. Employees will be evaluated by their direct supervisor/principal. Every evaluation will be followed up with a post-conference with the employee to go over the evaluation.

Legal Reference: A.C.A. § 6-17-2301

Date Adopted: 06/11/2007

Last Revised:

8.3—EVALUATION OF CLASSIFIED PERSONNEL BY RELATIVES

No person shall be evaluated by any relative, by blood or marriage, including spouse, parent, child, grandparent, grandchild, sibling, aunt, uncle, niece, nephew, or first cousin.

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

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

Date Adopted: 06/11/2007

Last Revised:

8.4—CLASSIFIED EMPLOYEES DRUG TESTING

Scope of Policy

Each person hired for a position which allows or requires that the employee operate any type of motor vehicle which is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District, and/or is operated for the transportation of children to or from school or school sponsored activity shall undergo a physical examination, including a drug test. 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.² 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.³ Any employee may be pulled in the random drug screening.

Methods of Testing

The district, TranScreen and the approved testing lab shall rely, when practical, on the guidance of the Federal Department of Transportation, Procedures for transportation Workplace Drug Testing Programs, 49 C.F.R., Parts 40.1 through 40.39, and on the further guidance of the Omnibus Transportation Employee Testing Act provided in 40 C.F.R., Parts 382, 391, 392, and 395.

1. **FOR ALL DRUG TESTS**, the employee will be required to provide a specimen of his/her urine. At a minimum, urine specimens will be analyzed for the presence of the following drugs: amphetamines, marijuana, cocaine, opiates and phencyclidine. Specimens will also be analyzed for such other substances as DOT may from time to time direct, or as may otherwise be permitted by federal or state law. In the event that DOT expands the list of drugs for which testing is or may be required, the district reserves the right to begin testing immediately for those drugs without prior notice to the employee or applicants, unless notice is required by DOT or another applicable law.
2. In general, employees will be permitted to give a urine specimen in private and without being observed by collection site personnel. However, an employee forfeits this right whenever there is reason to believe that s/he may alter or substitute specimen.
3. All drug tests will be administered using the split sample methodology required by DOT. Under this methodology, the driver must provide at least 45 milliliters (ml) in a specimen container. The specimen will then be divided into two specimen bottles by the collector. Thirty (30) ml will be poured into one bottle and fifteen (15) ml into a second bottle. Both bottles will be sent to the laboratory. The bottle containing 30 ml will be analyzed as the driver's primary specimen. The second bottle will be held by the laboratory, to be sent to another lab at the employee's request in the event that the primary specimen is verified as positive. In the event the primary specimen is verified as positive, the driver will be notified either by the district's MRO or by the district of the positive test and given the option to have the second bottle sent to a different laboratory for analysis. To exercise this option, the employee must advise the district MRO within 72 hours of being told that the primary specimen was positive.
4. Except for the use of methadone and medications containing alcohol, nothing in this policy prohibits a employee's use of a medication legally prescribed by a licensed physician who is familiar with the employee's medical history and specific driving duties and who has advised the employee that the prescribed medication will not adversely affect the employee's ability to operate a motor vehicle safely. Medications prescribed for someone other than the employee, however, will not be considered lawfully used when taken by the employee under any

circumstances.

5. Before being tested for drugs, employees will be given an opportunity to list, on their copy of the chain of custody form, any prescription and nonprescription medications being lawfully used by the driver at the time. A "positive" drug test may be declared "negative" by the district MRO, if the employee can prove with clear and convincing evidence that the drug which was used was prescribed by a licensed physician who is familiar with the employee's medical history and specific duties. The determination of this will be made by the district's MRO.
6. **FOR ALL ALCOHOL TESTS**, the employee will be required to provide a breath specimen for any test conducted by, or on behalf of, the district. In case of an alcohol test by a federal, state or local law enforcement officer following an accident, the employee must provide either a breath or blood specimen as directed by the law enforcement officer.
7. Alcohol test will be administered using a breath specimen, taken by a breath alcohol technical (BAT) using an approved breath testing device (EBT), except in cases of on-scene post-accident testing conducted by federal, state or local officials.
8. Before being tested by the district, each employee will be required to present his/her personal identification, and execute a DOT "Breath Alcohol Test Form" provided by the BAT. An employee who refuses to provide his/her identification, provides a false identification, refuses or fails to cooperate will be treated as though s/he had tested positive and will be subject to disciplinary action, up to and including discharge, in addition to the penalties imposed by DOT.
9. Prior to each alcohol breath test conducted by the district, the BAT will instruct the employee on how the test will be performed.
10. To protect each employee, the BAT will open and attach to the testing device an individually-sealed mouthpiece in the driver's view. The employee will then be directed to blow forcefully into the breath testing device until an adequate amount of breath has been maintained.
11. In the event that an employee is unable to provide an adequate amount of breath for the initial or confirmatory test after several attempts to do so, the employee will be required to submit to an evaluation by a licensed medical physician to determine whether a valid medical condition exists. If the physician determines that a valid medical condition does exist, the test result will be reported to the district as "negative." If the physician determines that a valid medical condition does not exist, the test result will be reported to the district as a "confirmed positive."

EMPLOYEE ASSISTANCE PROGRAM (EAP)

The district shall provide the following assistance:

1. Education and training for employees regarding drugs and alcohol including information pertaining to the effects of alcohol and controlled substance use on an individual's health, work, and personal life; signs and symptoms of an alcohol or a controlled substances problem (the driver's or a co-worker's); and available methods of intervening when an alcohol or a controlled substances problem is suspected, including confrontation, referral to any employee assistance program and/or referral to management.
2. Education and training for supervisors regarding drugs and alcohol, including effects and consequences of substance use on personal health, safety, and work and manifestations and behavioral causes that may indicate substance use.
3. Documentation of training provided.
4. A written statement on file and available at the district office outlining the EAP.

The drug program coordinator should be contacted for further guidance.

School related activities are being conducted without prior notice in order to ensure a work environment free of prohibited substances.

Definition

Safety sensitive function includes:

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

Requirements

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

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

Prohibitions

- A. No employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater;
- B. No employee shall use alcohol while performing safety-sensitive functions;
- C. No employee shall perform safety-sensitive functions within four (4) hours after using alcohol;
- D. No employee required to take a post-accident alcohol test under #2 above shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first;
- E. No employee shall refuse to submit to an alcohol or drug test in conjunction with # 1,2, and/or 4 above;
- F. No employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions when using any controlled substance, except when used pursuant to the instructions of a licensed medical practitioner, knowledgeable of the driver's job responsibilities, who has advised the driver that the substance will not adversely affect the driver's ability to safely operate his/her vehicle. It is the employee's responsibility to inform his/her supervisor of the employee's use of such medication;
- G. No employee shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.

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

Testing for Cause

Employees 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. Employees 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 employee

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

Consequences for Violations

Employees 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.

Employees 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, articulate observations concerning the behavior, speech, or body odors of the driver. The Superintendent or his/her designee shall require the employee 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 employee is performing safety-sensitive functions. If circumstances prohibit the testing of the employee the Superintendent or his/her designee shall remove the employee 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 employee 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 References: A.C.A. § 6-19-108
 A.C.A. § 6-19-119
 A.C.A. § 27-23-201 et seq.
 49 C.F.R. § 382.101 – 605
 49 C.F.R. § part 40
 49 C.F.R. § 390.5
 Arkansas Division of Academic Facilities and Transportation Rules Governing
 Maintenance and Operations of Arkansas Public School Buses and Physical
 Examinations of School Bus Drivers

Date Adopted: 06/11/2007

Last Revised:

**LINCOLN PUBLIC SCHOOLS
117 Boyer Street, Suite A
LINCOLN, ARKANSAS 72744**

**STATEMENT OF POLICY
ACKNOWLEDGEMENT OF RECEIPT**

This letter is to inform you of the District's position regarding drug and alcohol abuse and testing, as well as, provide you with a copy of the District' s Policy on controlled substance abuse.

While there is no intent to intrude upon the private lives of employees, the District is concerned with those situations where drug and alcohol use interferes with the employee's health or job performance, affects the job performance of other employees and is detrimental to the district's operation.

Should you have any questions regarding this policy, contact the Personnel department. Please sign and date in spaces below as your receipt of this policy.

EMPLOYEE

DATE

DISTRICT REPRESENTATIVE

DATE

8.41—ACCIDENTS IN A SCHOOL/PERSONAL VEHICLE WHILE TRANSPORTING STUDENTS

Any driver transporting students in a motor vehicle which is privately owned and operated for compensation, or which is owned, leased or otherwise operated by or for the benefit of the District involved in a motor vehicle accident shall be required to submit to a drug test within 24 hours following the accident.

8.5—CLASSIFIED EMPLOYEES SICK LEAVE - Option A

Definitions

1. “Employee” is an employee of the District working 20 or more hours per week who is not required to have a teaching license as a condition of his employment.
2. “Sick Leave” is absence from work due to illness, whether by the employee or a member of the employee’s immediate family, or due to a death in the family. The principal shall determine whether sick leave will be approved on the basis of a death outside the immediate family of the employee.
3. “Current Sick Leave” means those days of sick leave for the current contract year, which leave is granted at the rate of one day of sick leave per month worked, or major part thereof.¹
4. “Accumulated Sick Leave” is the total of unused sick leave, up to a maximum of ninety (90) days accrued from previous contracts, but not used. Accumulated sick leave also includes the sick leave transferred from an employee’s previous public school employment.²
5. “Immediate family” means an employee’s spouse, child, parent, or any other relative provided the other relative lives in the same household as the employee.

The Lincoln Consolidated School District shall provide sick leave for each of its employees at a minimum accumulation rate of one (1) day per month or major portion thereof that the employee is employed at full pay. After the effective date of this policy, each accumulation shall begin with the first month or major portion thereof beginning with the first day of the first school term for which each such individual is employed. Provided, if an employee resigns or leaves his/her employment position for any reason before the end of the school term, the employing district may deduct from his/her last pay check full compensation for any days unearned. An employee shall be entitled to such leave only for reasons of personal illness or illness of his/her immediate family.

A record of sick leave used and accumulated shall be established and maintained by the school district for each of its employees. Sick leave that is unused by an employee during any school year shall be accumulated in such employee's sick leave account at a rate of one (1) day per month or major portion thereof employed until ninety (90) days have been accumulated. An employee who qualifies for sick leave under paragraph two may use any amount up to his/her total number of accumulated days. Accumulated days of sick leave that are used up may be restored up to ninety (90) days in the same manner that they were first accumulated.

At the end of a school year, full time, noncertified employees, and contracted bus drivers, will be paid for unused sick leave in excess of 90 days. The amount paid for each day of unused sick leave will be thirty-five percent (35%) of regular daily pay for that employee.

If a principal or personnel manager has reason to believe that an employee has violated or misused this sick leave policy, he/she may require a certificate signed by a duly licensed physician for subsequent absences.

Sick Leave

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

Pay for sick leave shall be at the employee's daily rate of pay, which is that employee's total contracted salary, divided by the number of days employed as reflected in the contract. Absences for illness in excess of the employee's accumulated and current sick leave shall result in a deduction from the employee's pay at the daily rate as defined above.

At the discretion of the principal (or Superintendent), the District may require a written statement of the employee's physician. Failure to provide such documentation of illness may result in sick leave not being paid, or in dismissal.

Excessive absenteeism, whatever the cause, to the extent that the employee is not carrying out his assigned duties to an extent that the education of students is substantially adversely affected (at the determination of the principal or Superintendent) may result in reassignment or dismissal

Maternity leave

Sick Leave and Family Medical Leave Act (FMLA) Leave

When an employee takes sick leave, the district shall determine if the leave qualifies for FMLA leave. The district may request additional information from the employee to help make the applicability² determination. If the leave qualifies under the FMLA, the district will notify the employee, either orally or in writing³, of the decision within two workdays. If the leave is intermittent as defined in this policy and the circumstances of the leave don't change, the district is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave. To the extent the employee has accrued paid leave, any leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave.

When a noncertified employee retires from Lincoln Consolidated School District, he/she may be paid for unused sick leave if they:

- A. Meet the qualifications for Arkansas Teacher Retirement.
- B. Have worked at least 5 complete years for Lincoln Schools.

Payment for unused sick leave will be as follows:

- A. 5 to 10 years in the district will receive 50% of a noncertified substitute teacher pay for each unused accumulated day of sick leave.
- B. 11 to 15 years in the district will receive 65% of a noncertified substitute teacher pay for each accumulated day.
- C. 16 to 20 years in the district will receive 80% of a noncertified substitute teacher pay for each accumulated day.
- D. 21 or more years in the district will receive 100% of noncertified substitute teacher pay for each accumulated day.

Payment for unused sick days, upon retirement, will be administered the month of June following the official retirement date and proof of retirement by the Arkansas Teacher Retirement System. Proof of retirement must be received within 6 months of retirement date. In some cases an employee may retire from Arkansas Teacher Retirement but continue to work. These employees will only be eligible for payment of unused sick days one time and may not be paid for any additional accumulated sick days.

This is a one-time benefit on completion of contract.

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

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

Date Adopted: 06/11/2007
Last Revised: 04/8/16

8.6—SICK LEAVE BANK —CLASSIFIED EMPLOYEES

A sick leave bank is established for the purpose of permitting classified employees, upon approval, to obtain sick leave in excess of accumulated and current sick leave.

The Non-certified Sick Leave Bank Committee will be the Non-Certified Personnel Policy Committee.

Withdrawals

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

Absence from work due to medically unnecessary elective surgery may not make the employee eligible to withdraw from the sick leave bank.

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

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

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

The procedures for implementing and operation of the sick leave bank are:

1. The Noncertified Personnel Policy Committee will be responsible for the sick leave bank and for granting of days. The Committee shall meet as necessary for the purpose of reviewing requests for withdrawal from the bank. The determination of the committee shall be final.
2. Ten (10) days after the beginning of each school year, noncertified personnel may voluntarily contribute one to five days of their sick leave allowance to a sick leave bank. New employees coming in after the school year has begun shall have the opportunity to contribute to the bank.
3. Noncertified personnel wishing to make contributions to the bank shall do so on a sick leave bank form submitted to the noncertified Personnel Policy Committee. A member need contribute only one time unless he/she has drawn from the bank or if the bank drops below 75 days in reserve.

The Noncertified Personnel Policy Committee shall administer the bank according to the following rules:

1. Request for sick leave bank days will be made on a sick leave bank request form, and submitted to a

member of the Noncertified Personnel Policy Committee. The committee requires that the request form be accompanied by documentation from a doctor.

2. An employee may apply for up to 20 days sick leave, from the sick leave bank, per school year, if days are available. Applications will be reviewed, for approval, by the CCPP before each pay period.
3. Sick leave bank days will be granted only in cases of catastrophic/chronic illness of a sick leave bank member, or immediate family member as defined by the sick leave policy (3.8). Chronic illnesses are defined as those illnesses that are prolonged, do not resolve spontaneously, and are rarely cured completely.
4. A member who withdraws days from the bank will be required to repay one day for withdrawing from the bank and 1 day to re-join the sick leave bank.
5. When the balance of sick leave bank days drops to 75 or less at the end of the school year, additional days will be requested at the beginning of the next school year.

The Noncertified Personnel Policy Committee shall be responsible for proper maintenance and development of records and report forms. The committee shall work closely with the administration in administering the sick leave bank days.

Legal Reference: A.C.A. § 6-17-1306

Date Adopted: 06/11/2007
Last Revised: 04/19/2010

**LINCOLN CONSOLIDATED SCHOOLS
Lincoln, Arkansas**

SICK LEAVE BANK CONTRIBUTION FORM

I hereby request and authorize that _____ day(s) be deducted from my sick leave allowance

(1-5)

to contribute to the Sick Leave Bank.

(Name of school)

(Signature)

**CONFIDENTIAL
SICK LEAVE BANK REQUEST FORM**

Please complete and return to a Personnel Policy Committee member in your building. (Before payroll deduction is made)

NAME _____ **SCHOOL** _____

HOME ADDRESS _____

SCHOOL PHONE _____

HOME PHONE _____

Have you contributed time to the sick leave bank system?

Briefly describe the nature of your disability or illness and the circumstances that cause you to make this request:

Number of sick leave bank days requested:

_____ **Are you currently being treated by a physician?** _____ **Have you used all of your accumulated sick and personal leave?** _____ **How many days have you been absent this year due to illness or disability?** _____

Comments:

(Signature)

(Date)

**

COMMITTEE USE ONLY

Date Considered _____

Approved _____

Number of days credited _____

Not Approved _____

Committee Chairperson

8.7—CLASSIFIED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE

Personal Leave

For the district to function efficiently and have the necessary personnel present to effect a high achieving learning environment, employee absences need to be kept to a minimum. The district acknowledges that there are times during the school year when employees have personal business that needs to be addressed during the school day. Each full-time employee shall receive two (2) days of personal leave per contract year. The leave may be taken in increments of no less than one half, (1/2) day.

Two days of personal leave, separate and in addition to the annually granted sick leave, shall be granted to licensed personnel annually. Staff members who have completed five (5) years or more of teaching service in Lincoln Consolidated School District may accrue additional personal days, which will be taken from their accumulated sick leave days. The additional personal leave days will be accrued as follows:

- 05-09 years 1 additional day (total of 3 days)
- 10-14 years 2 additional days (total of 4 days)
- 15-19 years 3 additional days (total of 5 days)
- 20 or more years 4 additional days (total of 6 days)

If one or both of the two (2) personal days, which are in addition to the sick leave days, are not taken during the current school year, they will be carried over to the next year as sick days. Unused personal days will not be carried over as additional personal days. Only years of experience in Lincoln Consolidated School District will be counted for these additional personal days.

Employees shall take personal leave or leave without pay for those absences which are not due to attendance at school functions which are related to their job duties and do not qualify for other types of leave (for sick leave see Policy 8.5, for professional leave see below).

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

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

Any employee desiring to take personal leave may do so by making a written request to his supervisor at least one (1) week prior to the time of the requested leave. The one (1) week requirement may be waived by the supervisor when the supervisor deems it appropriate. No personal leave may be taken the last five (5) days of the school year unless an extenuating circumstance occurs and leave is approved by the principal/supervisor.

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 does not accumulate from one contract year to the next. Unused Personal leave will be converted into sick leave at the end of each school year.

Professional Leave

“Professional Leave” is leave granted for the purpose of enabling an employee to participate in professional activities (e.g., workshops or serving on professional committees) which can serve to improve the school District’s instructional program or enhances the employee’s ability to perform his duties. Professional leave will also be granted when a school District’s 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/District⁵.

Emergency Leave

Employees will be granted one day of Emergency leave for an unexpected emergency that prevents attendance at school. Emergency leave will be granted under the following conditions:

1. The emergency must be an unforeseen event, such as mechanical failure to a vehicle, an accident, flooding, fire, acts of nature or, in some instances, medical emergencies. Employees who are subpoenaed to court that is not school –related.
2. Emergency leave days are not cumulative.
3. Emergency leave, when granted, will not count against any other leave.
4. Employees will be paid regular pay for the day/s missed due to emergencies.
5. Employees must notify building principal or direct supervisor as soon as possible concerning the emergency.
6. Administration will make final determination concerning the validity of the emergency and granting of emergency leave. Personal leave, and/or sick leave, when applicable, will be considered first before granting emergency leave.
7. Employees may be granted up to three emergency days per year, one day per request.

Legal Reference: A.C.A. § 6-17-211

Date Adopted: 06/11/2007

Last Revised: 06/19/2008

8.7a— NONCERTIFIED MILITARY LEAVE

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

Whenever any employee, administrator, or non-certified employee is granted a leave of absence under the provisions of this section, he/she shall be entitled to his/her regular salary during the time he/she is away from his/her duties during such leave of absence.

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

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

Employees, administrators, and non-certified personnel called to duty in emergency situations by the Governor or by the President shall be granted leave with pay not to exceed thirty (30) working days after which leave without pay will be granted. This leave shall be granted in addition to all other leave to which the employee, administrator or non-certified person shall be entitled to. "Emergency situations" shall have the same meaning as it is defined in § 21-4-212.

During a leave of absence employees, administrators, and non-certified persons shall be entitled to preserve all seniority rights, efficiency or performance ratings, promotional status, retirement privileges, life and disability insurance benefits, and any other rights, privileges and benefits to which they have become entitled.

The period of military service shall, for purposes of computations to determine whether such persons may be entitled to retirement under the laws of the State of Arkansas, be deemed continuous services, and the employee, administrator, or non-certified employee shall not be required to make contributions to any retirement fund.

The school district shall continue to contribute their portion of any life and disability insurance premiums during the leave of absence on behalf of the employee, administrator, or noncertified employee, if requested, so that continuous coverage may be maintained.

For the purpose of this section "fiscal year" shall be the fiscal year now established for the United States Government."

Legal Reference: A.C.A. § 673 of 1991. Ark. Code 6-17-306, 21-4-102, and 21-4-212, amended.

Date Adopted: 06/11/2007

Last Revised: 06/19/200

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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.¹

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

Legal References: 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: 06/19/2008

Last Revised:

8.9—PUBLIC OFFICE –CLASSIFIED PERSONNEL

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

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

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

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

Legal Reference: A.C.A. § 6-17-115

Date Adopted: 06/11/2007

Last Revised:

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/her supervisor in order to confirm the reason for the requested absence.

Employees shall receive their regular pay from the district while serving jury duty.

Legal Reference: A.C.A. § 16-31-106

Date Adopted: 06/11/2007

Last Revised: 04/19/2010

8.11—OVERTIME, COMPTIME, and COMPLYING WITH FLSA

The Lincoln 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.^A 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^B or through compensatory time^C.

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.^D

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

“Exempt Employees” are those employees who are not covered under the FLSA.^F They include administrators and professional employees such as teachers, counselors, registered nurses, and supervisors.² 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 classified, and include bus drivers, clerical workers, maintenance personnel, custodians, transportation workers, receptionists, paraprofessionals, food service workers, secretaries, and bookkeepers.

“Regular Rate of Pay” includes all forms of remuneration for employment³ and shall be expressed as an hourly rate.^G For those employees previously paid on a salary basis, the salary shall be converted to an hourly equivalent. Employees shall be paid for each and every hour worked.

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

Employment Relationships

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

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

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

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

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

Hours Worked

Employees shall be compensated for all the time they are required to be on duty^H and shall be paid for all hours worked each workweek. Employees shall accurately record the hours they work each week.¹

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

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

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

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

Breaks and Meals

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

Meal periods which are less than 30 minutes in length or in which the employee is not relieved of duty are compensatory. Employees must clock out for a 30 minute lunch each day.

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.

Overtime

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

each week 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. To facilitate this, employees shall receive authorization from their supervisor in advance of working overtime except in the rare instance when it is unforeseen and unavoidable.

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

Leave Requests

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

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

Record Keeping and Postings

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

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

Cooperation with Enforcement Officials

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

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

Legal References:

- A: 29 USC § 206(a), ACA § 6-17-2203
- B: 29 USC § 207(a)(1), 29 CFR § 778.100
- C: 29 USC § 207(o), 29 CFR § 553.50
- D: 29 CFR § 778.218(a)
- E: 29 CFR § 778.105
- F: 29 USC § 213(a), 29 CFR §§ 541 et seq.
- G: 29 USC § 207(e), 29 CFR § 778.108
- H: 29 CFR §§ 785.9, 785.16
- I: 29 CFR § 516.2(7)
- J: 29 CFR §§ 785.1 et seq.
- K: A.C.A. § 6-17-2205 and 2207
- L: 29 CFR §§ 785.19
- M: 29 USC § 207(a), 29 CFR § 778.100, 29 USC § 207(o), 29 CFR §§ 553.20 – 553.32
- N: 29 CFR § 778.106
- O: 29 USC § 207(g)(2), 29 CFR § 778.115
- P: 29 USC § 207(o)(2)(A), 29 CFR § 553.23
- Q: 29 CFR § 553.20
- R: 29 USC § 207(o)(4), 29 CFR § 553.27
- S: 29 USC § 211(c), 29 CFR §§ 516.2, 516.3, 553.50
- T: 29 CFR § 516.4
- U: 29 CFR §§ 516.5, 516.6
- V: 29 USC § 211(a)(b)

Date Adopted: 06/11/2007

Last Revised:

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/her district employment which will interfere, or otherwise be incompatible with the District employment, including normal duties outside the regular work day; nor shall an employee accept other employment which is inappropriate for an employee of a public school.

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

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

Date Adopted: 06/11/2007

Last Revised:

8.13—CLASSIFIED EMPLOYMENT

1. The school district shall maintain a staff of employees who are not certified by the State Department of Education in these necessary non-instructional capacities: Clerical, custodial, food services, transportation, health service, technical and maintenance.
2. It is the duty of the superintendent of schools to recommend the employment of the individual members of the noncertified staff to the board of education for approval and employment. Whenever possible he will seek the assistance of the appropriate supervisor or department head in this process.
3. Contracts are for one year, renewable during April of each year.
4. The Lincoln School District, for purposes of compensation, shall accept all certified experience in the field of employment. The certification process will be based on verification of past employers and at the discretion and approval of the department supervisor and the superintendent of schools.
5. Current District employees are eligible to apply for any vacancy under the same terms and conditions as other applicants. Vacant or new positions will be posted in all buildings and the Central Administrative Building for a minimum of five (5) days prior to advertisement outside the District. Current District employees' seniority and desires will be considered when filling any vacancy. Conditions may arise which can be declared an emergency. Such a vacancy may be filled without regard to the time lines established in this policy for advertisement or posting.

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

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

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

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: 06/11/2007

Last Revised:

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 supervisor 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/she must obtain approval.

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

The school car should be used for travel as much as possible. Always check the Master Calendar in the Administration building for the availability of the school car. If the car is available, the trip should be noted on the calendar. If more than one trip is planned simultaneously, the car will be used to travel to the furthest destination. If there is a conflict, the administration can make the decision as to which trip uses the car.

If a person does not have the availability of the school car, they may drive their own transportation and be reimbursed at the state rate for mileage. This should be noted on the R-1 Form. This requires a pre-approved purchase order. Mileage will be calculated from Lincoln to the destination or from the traveler's residence to the destination, whichever is less.

Travelers using the school car may take the school credit card for use to purchase gasoline for the trip. This requires a pre-approved purchase order. Other than fuel and unforeseen repairs to the car, the credit card may not be used for any other purpose. Parking stubs will be reimbursed.

Cross Reference: Policy 7.12—EXPENSE REIMBURSEMENT

Date Adopted: 06/11/2007

Last Revised:

8.15—CLASSIFIED PERSONNEL TOBACCO USE

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

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

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

Legal Reference: A.C.A. § 6-21-609

Date Adopted: 06/11/2007

Last Revised:

8.16—DRESS OF CLASSIFIED EMPLOYEES

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

It is the intent of the board and administration that in employees should be good examples to our students in speech, dress grooming, morals, manner, and behavior. The following code of conduct will be followed by all employees:

1. Extremes in dress should be avoided by employees.
2. Regardless of provocation, the employee should maintain a calm professional manner.
3. Regardless of provocation, harsh language or profanity should be avoided.
4. Off-color jokes are never appropriate.
5. No employee shall date or become personally involved with a student of this school. This practice is detrimental to the effectiveness of the employees in the school and in the community. Infraction of this rule shall result in immediate termination.

Date Adopted: 6/11/2007

Last Revised:

8.17—CLASSIFIED PERSONNEL POLITICAL ACTIVITY

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

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

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

Date Adopted: 06/11/2007

Last Revised:

8.18—CLASSIFIED PERSONNEL DEBTS

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

All employees are expected to meet their financial obligations. If an employee writes "hot" checks or has his/her 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/she or his/her 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.

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

Date Adopted:

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.¹ A group of employees who have the same grievance may file a group grievance.

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

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

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

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

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

Process

Level One: An employee who believes that he/she has a grievance shall inform that employee’s supervisor/building principal that the employee has a potential grievance and discuss the matter with the supervisor/building principal within five working days of the occurrence of the grievance. The supervisor/building 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. (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/building principal, 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/building principal, 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/building principal. The supervisor/building principal 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 Equity/Grievance Coordinator.

Level Two (when appeal is to the Equity/Grievance Coordinator): Upon receipt of a Level Two Grievance Form, the Equity/Grievance Coordinator will have ten working days to schedule a conference with the employee filing the grievance. The Equity/Grievance Coordinator 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 Equity/Grievance Coordinator 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. If the grievance cannot be resolved by the Equity/Grievance Coordinator the employee can advance the grievance to Level Three. To do this, the employee must submit the top half of the Level Two Grievance Form within five working days of the discussion with the Equity/Grievance Coordinator, 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 Equity/Grievance Coordinator. The Equity/Grievance Coordinator 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 Superintendent.

Level Three Appeal to the Superintendent: If 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.

Level Four 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 superintendent². 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 refile their grievance as an individual grievance beginning with Level One of the process.) If the Board rules the grievance to be grievable, they shall immediately commence a hearing on the grievance. All parties have the right to representation by a person of their own choosing who is not a member of the employee's immediate family at the appeal hearing before the Board of Directors. The employee shall have no less than 90 minutes to present his/her grievance, unless a shorter period is agreed to by the employee, and both parties shall have the opportunity to present and question witnesses. The hearing shall be open to the public unless the employee requests a private hearing. If the hearing is open, the parent or guardian of any student

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

Records

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

Reprisals

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

Legal References: A.C.A. § 6-17-208, 210

Date Adopted: 06/11/2007

Last Revised:

8.19F—LEVEL TWO GRIEVANCE FORM - CLASSIFIED

Name: _____

Date submitted to supervisor: _____

Classified Personnel Policy grievance is based upon:

Grievance (be specific):

What would resolve your grievance?

Supervisor's Response

Date submitted to recipient: _____

Date Adopted: 06/11/2007

Last Revised:

8.20—CLASSIFIED PERSONNEL SEXUAL HARASSMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date Adopted: 06/11/2007

Last Revised:

8.21—CLASSIFIED PERSONNEL SUPERVISION OF STUDENTS

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

Note: This policy is similar to Policy 3.27. If you change this policy, review 3.27 at the same time to ensure applicable consistency between the two.

Date Adopted: 06/11/2007

Last Revised:

8.22—CLASSIFIED PERSONNEL COMPUTER USE POLICY

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

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

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

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

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

Date Adopted: 06/11/2007

Last Revised: 04/17/2017

8.22F—CLASSIFIED PERSONNEL INTERNET USE AGREEMENT

Name (Please Print) _____

School _____ Date _____

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

1. Conditional Privilege: The Employee’s use of the district’s access to the Internet is a privilege conditioned on the Employee’s abiding by this agreement.
2. Acceptable Use: The Employee agrees that in using the District’s Internet access he/she will obey all federal 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.
3. Penalties for Improper Use: If the Employee violates this agreement and misuses the Internet, the Employee shall be subject to disciplinary action up to and including termination.
4. “Misuse of the District’s access to the Internet” includes, but is not limited to, the following:
 - a. using the Internet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing community standards;
 - b. using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
 - c. posting anonymous messages on the system;
 - d. using encryption software other than when required by the employee’s job duties;
 - e. wasteful use of limited resources provided by the school including paper;
 - f. causing congestion of the network through lengthy downloads of files other than when required by the employee’s job duties;
 - g. vandalizing data of another user;
 - h. obtaining or sending information that could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
 - i. gaining or attempting to gain unauthorized access to resources or files;
 - j. identifying oneself with another person’s name or password or using an account or password of another user without proper authorization;
 - k. using the network for financial or commercial gain without district permission;
 - l. theft or vandalism of data, equipment, or intellectual property;
 - m. invading the privacy of individuals other than when required by the employee’s job duties;
 - n. using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
 - o. introducing a virus to, or otherwise improperly tampering with, the system;
 - p. degrading or disrupting equipment or system performance;
 - q. creating a web page or associating a web page with the school or school district without proper authorization;

- r. attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;
- s. providing access to the District's Internet Access to unauthorized individuals; or
- t. taking part in any activity related to Internet use that creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools;
- u. making unauthorized copies of computer software;
- v. personal use of computers during instructional time; or
- w. Installing software on district computers without prior approval of the Information Technology Security Officer or his/her designee except for District technology personnel as part of their job duties.
- x.

5. Liability for debts: Staff shall be liable for any and all costs (debts) incurred through their use of the District's computers or the Internet including penalties for copyright violations.

6. No Expectation of Privacy: The Employee signing below agrees that in using the Internet through the District's access, he/she waives any right to privacy the Employee may have for such use. The Employee agrees that the district may monitor the Employee's use of the District's Internet Access and may also examine all system activities the Employee participates in, including but not limited to e-mail, voice, and video transmissions, to ensure proper use of the system.

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

Employee's Signature: _____ Date _____

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

Date Adopted: 06/11/2007

Last Revised: 04/17/2017

8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE*

Definitions:

“Covered active duty” means:

- (A) 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
- (B) 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.

“Covered Service Member” is:

- (A) a member of the Armed Forces, including a member of the National Guard or Reserves, who is a 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
- (B) 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.

“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. Full time, licensed teachers are considered to have met the 1250 hour requirement for eligibility.

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

“Instructional Employee”: is a teacher whose principal function is to teach and instruct students in a class, a small group, or an individual setting and includes; athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. The term does not include administrators, counselors, librarians, psychologists, or curriculum specialists who are included under the broader definition of “eligible employee” (to the extent the employee has been employed for 12 months).

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

“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.

“Qualifying Exigency”: Issues that arise due to covered active duty or a call to covered active duty of an employee's spouse, son, daughter, or parent. Examples include issues involved with short-notice deployment, military events and related activities, childcare and school activities, the need for financial and legal

arrangements, counseling, rest and recuperation, post-deployment activities, and other activities as defined by federal regulations.

“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.

“Serious Health Condition”: is an injury, illness, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.

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

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

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

Policy

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

Leave Eligibility

The Lincoln Consolidated School District will grant up to twelve (12) weeks of leave in a year in accordance with the Family Medical Leave Act of 1993 (FMLA) as amended to its eligible employees for one or more of the following reasons:

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

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

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

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 is limited for reasons 1 through 5 listed above 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 5.

If husband and wife are both eligible employees employed by the district, the husband and wife are entitled to a 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 is limited for reasons 1 through 5 listed above 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 5.

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.

Employee Notice to District

Foreseeable:

When the need for leave is foreseeable for reasons 1 through 4 or 6 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, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable. As soon as practicable means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case.

When the necessity for leave is for reason 5 listed above is foreseeable, whether because the spouse, son, daughter, or parent of the employee is on covered active duty, or because of notification of an impending call or order to covered active duty, the employee shall provide such notice to the district as is reasonable and practicable regardless of how far in advance the leave is foreseeable.

When the need for leave is for reasons 3, 4, or 6 listed above, 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.

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

Unforeseeable:

When the approximate timing of the need for leave is not foreseeable, an employee shall provide the district notice of the need for leave as soon as practicable given the facts and circumstances of the particular case. Ordinarily, the employee shall notify the district within two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, telegraph, fax, or other electronic means.

Medical Certification

When the need for leave is for reasons 3, 4, or 6 listed above, the employee should provide a medical certification from a licensed, practicing health care provider supporting the need for leave at the time the notice for leave is given, but must provide certification at least fifteen (15) days prior to the date the leave is to begin. The certification shall include the date on which the serious health condition began, the probable duration of the condition, and the appropriate medical facts within the knowledge of the health care provider regarding the condition. Leave taken for reason 3 listed above, must include certification that the eligible employee is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time the employee is needed to provide the care. For reason 4 listed above, the certification must include a statement that the employee is unable to perform the required functions of his/her position.

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

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

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

- a. The employee requests an extension of leave;
- b. Circumstances described by the previous certification have changed significantly; and/or
- c. The district receives information that casts doubt upon the continuing validity of the certification.

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

No second or third opinion on recertification may be required.

Sick Leave and Family Medical Leave Act (FMLA) Leave

When an employee takes sick leave, the district shall determine if the leave qualifies for FMLA leave. The district may request additional information from the employee to help make the applicability⁴⁵ determination. If the leave qualifies under the FMLA, the district will notify the employee, either orally or in writing⁵⁶, of the decision within two workdays. If the leave is intermittent or on a reduced schedule as defined in this policy and the circumstances of the leave don't change, the district is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave. To the extent the employee has accrued paid leave, any leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave.

Concurrent Leave

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

Workers Compensation: FMLA leave may run concurrently with a workers' compensation absence when the injury is one that meets the criteria for a serious health condition. To the extent that workers compensation benefits and FMLA leave run concurrently, the employee will not be charged for any paid leave accrued by the employee. 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.

Health Insurance Coverage

The district shall maintain coverage under any group health plan for the duration of FMLA leave the employee takes at the level and under the conditions coverage would have been provided if the employee had continued in active employment with the district. The employee remains responsible for any portion of premium payments customarily paid by the employee. When on unpaid FMLA leave, it is the employee's responsibility to submit 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.

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

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

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

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

Reporting Requirements During Leave

Employees shall inform the district every two weeks⁶⁷ during FMLA leave of their current status and intent to return to work.

Return to Work

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

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

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

Intermittent or Reduced Schedule 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.

Eligible employees may take intermittent or reduced schedule leave due to reasons 3, 4, and 6 listed above if they have

- a) made 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 of the employee or the health care provider of the son, daughter, spouse, or parent of the employee, as appropriate; and
- b) provided the employer with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave under such subparagraph, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.

Eligible employees requesting intermittent or reduced schedule leave that is foreseeable based on planned medical treatment may be transferred to an alternative position for which the employee is qualified with equivalent pay and benefits that better accommodates the employee's intermittent or reduced schedule leave.

If an eligible employee who meets the definition of an instructional employee requests intermittent or reduced schedule leave that is foreseeable based on planned medical treatment and the employee would be on leave for greater than 20 percent of the total number of working days in the period during which the leave would extend, the district may require the employee to elect either

- a) to take medical leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or

- b) to transfer temporarily to an available alternative position offered by the employer for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the regular employment position of the employee.

Leave taken by eligible instructional employees near the end of the academic term

Leave more than 5 weeks prior to end of term

- If the eligible, instructional employee begins leave, due to reasons 1 through 6 listed above more than 5 weeks prior to the end of the academic term, the district may require the employee to continue taking leave until the end of such term, if
 - (A) the leave is of at least 3 weeks duration; and
 - (B) the return to employment would occur during the 3-week period before the end of such term.

Leave less than 5 weeks prior to end of term

If the eligible, instructional employee begins leave, due to reasons 1, 2, 3, or 6 listed above during the period that commences 5 weeks prior to the end of the academic term, the district may require the employee to continue taking leave until the end of such term, if

- (A) the leave is of greater than 2 weeks duration; and
- (B) the return to employment would occur during the 2-week period before the end of such term.

Leave less than 3 weeks prior to end of term

If the eligible, instructional employee begins leave, due to 1, 2, 3, or 6 listed above during the period that commences 3 weeks prior to the end of the academic term and the duration of the leave is greater than 5 working days, the agency or school may require the employee to continue to take leave until the end of such term.

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

Date Adopted: 06/11/2007

Last Revised: 04/19/2010

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

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

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

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

Any driver of a school bus shall not operate the school bus while using a device to browse the internet, make or receive phone calls or compose or read emails or text messages.² If the school bus is safely off the road with the parking brake engaged, exceptions are allowed to call for assistance due to a mechanical problem with the bus, or to communicate with any of the following during an emergency:

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

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

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

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

Date Adopted: 06/11/2007
Last Revised: 04/08/2016

8.25—CLASSIFIED PERSONNEL CELL PHONE USE

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

In any instance where the district issues a cell phone or school computer to a school employee for use for school business purposes, the employee shall not use the equipment for unapproved personal use during working hours. Any employee who uses a school issued cell phones and/or computers for non-school purposes, except as permitted by the district's Internet/computer use policy, shall be subject to discipline, up to and including termination.

All employees are forbidden from using school issued cell phones while driving any vehicle at any time. Violation may result in disciplinary action up to and including termination.³

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

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

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

Date Adopted: 06/11/2007

Last Revised: 04/08/2016

8.26—CLASSIFIED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

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

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

District staff are required to help enforce implementation of the district's anti-bullying policy and shall receive the training necessary to comply with this policy. The district's definition of bullying is included below:

Students who bully another person are to be held accountable for their actions whether they occur on school equipment or property; off school property at a school-sponsored or school-approved function, activity, or event; or going to or from school or a school activity. Students are encouraged to report behavior they consider to be bullying, including a single action which if allowed to continue would constitute bullying, to their teacher or the building principal. The report may be made anonymously.

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

Definitions:

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

“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”).

This policy governs bullying directed towards students and is not applicable to adult on adult interactions. Therefore, this policy does not apply to interactions between employees. Employees may report workplace conflicts to their supervisor.¹

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

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

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

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

Legal Reference: A.C.A. § 6-18-514

Date Adopted: 06/11/2007

Last Revised: 04/08/2016

8.27—CLASSIFIED PERSONNEL LEAVE — INJURY FROM ASSAULT

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

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

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

Legal Reference: A.C.A. § 6-17-1308

Date Adopted: 06/11/2007

Last Revised:

8.28— DRUG FREE WORKPLACE - CLASSIFIED PERSONNEL

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

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

Should any employee be found to have been under the influence of, or in illegal possession of, any illegal drug or controlled substance, whether or not engaged in any school or school-related activity, and the behavior of the employee, if under the influence, is such that it is inappropriate for a school employee in the opinion of the superintendent, the employee may be subject to discipline, up to and including termination. This policy also applies to those employees who are under the influence of alcohol while on campus or at school-sponsored functions, including athletic events.

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/her immediate supervisor within five (5) week days (i.e., Monday through Friday, inclusive, excluding holidays) of being so charged. The supervisor who is notified of such a charge shall notify the Superintendent immediately.

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

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

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

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

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

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

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

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

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

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

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

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

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

<http://webapps.dol.gov/elaws/asp/drugfree/menu.htm>.

Legal References: 41 U.S.C. § 8101, 8103, and 8104
 A.C.A. § 11-9-102
 A.C.A. § 17-80-117

Date Adopted: 06/11/2007

Last Revised: 04/17/2017

8.28F—DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT

CERTIFICATION

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

Signature _____

Date _____

8.29—CLASSIFIED PERSONNEL VIDEO SURVEILLANCE AND OTHER MONITORING

The board has a responsibility to maintain discipline, protect the safety, security, and welfare of its students, staff, and visitors while at the same time safeguarding district facilities, vehicles, and equipment. As part of fulfilling this responsibility, the board authorizes the use of video/audio surveillance cameras. The placement of video/audio surveillance cameras shall be based on the presumption and belief that students, staff and visitors have no reasonable expectation of privacy anywhere on or near school property, facilities, vehicles, or equipment, with the exception of places such as rest rooms or dressing areas where an expectation of privacy is reasonable and customary.

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

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

Videos containing evidence of a violation of district personnel policies and/or state or federal law shall be retained until the issue of the misconduct is 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 shall be subject to appropriate disciplinary action and referral to appropriate law enforcement authorities.

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

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

Date Adopted: 06/19/2008

Last Revised:

8.30—CLASSIFIED PERSONNEL REDUCTION IN FORCE

SECTION ONE

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

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

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

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

Total years of service to the district shall include non-continuous years of service; in other words, an employee who left the district and returned later will have the total years of service counted, from all periods of employment. Working fewer than 120 days in a school year shall not constitute a year. Length of service in a licensed position shall not count for the purpose of length of service for a classified position. There is no right or implied right for any employee to "bump" or displace any other employee. This specifically does not allow a licensed employee who might wish to assume a classified position to displace a classified employee.

Pursuant to any reduction in force brought about by consolidation or annexation and as a part of it, the salaries of all employees will be brought into compliance, by a partial RIF if necessary, with the receiving district's salary schedule. Further adjustments will be made if length of contract or job assignments change.¹ A Partial RIF may also be conducted in conjunction with any job reassignment whether or not it is conducted in relation to an annexation or consolidation.

If an employee is non-renewed under this policy, he or she shall be offered an opportunity to fill a vacancy for which he or she is qualified for a period of up to two (2) years. The non-renewed employee shall be recalled for a period of two (2) years in reverse order of the layoff to any position for which he or she is qualified. Notice of vacancies to non-renewed employees shall be by certified mail and they shall have 10 working days from the

date that the notification is received in which to accept the offer of a position. A lack of response or a non-renewed employee's refusal of a position shall end the district's obligation to replace the laid-off employee.

SECTION TWO

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

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

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

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

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

Legal Reference: A.C.A. § 6-17-2407

Date Adopted: 06/11/2007

Last Revised:

8.31—CLASSIFIED PERSONNEL TERMINATION AND NON-RENEWAL

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

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

Legal reference: A.C.A. § 6-17-2301

Date Adopted: 06/11/2007

Last Revised:

8.31a— RETIREMENT

Employees should notify the superintendent as soon as possible of any plans for retirement. Any employee planning to retire should make application for retirement benefits before the end of the month of May of the year before he/she plans to retire.

There is no mandatory retirement age in the district.

Noncertified employees that have retired may be re-hired under the following conditions:

1. Satisfactory evaluations for the past two years from their immediate supervisor.
2. Recommendation from their immediate supervisor that they be re-hired.
3. Recommendation from the Superintendent that they be re-hired.
4. Final review and approval of Lincoln School Board.

All conditions of employment of persons who have previously retired will be in compliance with all existing state and federal laws and policies of the Arkansas Employee Retirement System.

Legal References: Act 631 of 1991. (NSBA: GCN)

Date Adopted: 06/11/2007

Last Revised:

8.32—CLASSIFIED PERSONNEL ASSIGNMENTS

All noncertified employees will work on a schedule set by the superintendent of schools or the supervisor of the department based on the requirements of the job assignments. Generally, the basic, workweek will include an eight-hour day, five-day week.

Employees are expected to report to work on time and not leave the job until the time specified.

Employees contracted for 178 days, will work every day school is in session. When school is out they will be off. Employees contracted for 185 days will work an additional 7 days. The additional days will be determined by their assigned building principal.

Ten-month employees, (205 days), and instructional personnel on 10-month contracts will work two (2) weeks before the first employee workshop day and two weeks after the last employee workshop day. When school is out for the holidays they too will be off.

Twelve-month employees, (240/245 days), will receive the following holidays if they fall within the Monday through Friday workweek:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Christmas

If the holiday falls on a weekend, the employee will receive the Friday preceding or the Monday following holiday for that holiday.

Vacations for 12 month Non-Certified Employees

All 12 month personnel will be given two weeks paid vacation each year. All vacation time must be taken between July 1 and June 30th for the year that it is earned, extended through December 31. Example: July 1, 1990 to June 30, 1991, extended to December 31, 1991.

Twelve month employees are allowed two weeks maximum vacation during the year.

Vacations will normally be taken during the summer months when school is not in session. However, conditions and work schedules may warrant time off during other parts of the year.

All vacation time must be approved by the employee's immediate supervisor and the superintendent of schools.

Vacation days are not accumulative. Any vacation time in excess of two weeks will be deducted from the regular salary, and must be approved by the superintendent prior to the time of leave.

Date Adopted: 06/11/2007

Last Revised:

8.33—CLASSIFIED PERSONNEL SCHOOL CALENDAR

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

The Lincoln Consolidated School District shall operate by the following calendar.

Lincoln Consolidated School- Approved 2017-2018

School Year Calendar

Approved 3/13/17



July 17						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 17						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 17						
Su	M	Tu	W	Th	F	Sa
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24	25	26	27	28	29	30

October 17						
Su	M	Tu	W	Th	F	Sa
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29	30	31				

November 17						
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12	13	14	15	16	17	18
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December 17						
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31						

January 18						
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28	29	30	31			

February 18						
Su	M	Tu	W	Th	F	Sa
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11	12	13	14	15	16	17
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25	26	27	28			

March 18						
Su	M	Tu	W	Th	F	Sa
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April 18						
Su	M	Tu	W	Th	F	Sa
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May 18						
Su	M	Tu	W	Th	F	Sa
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27	28	29	30	31		

June 18						
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July 18						
Su	M	Tu	W	Th	F	Sa
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29	30	31				

August 18						
Su	M	Tu	W	Th	F	Sa
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26	27	28	29	30	31	

Description of Boxed Dates

Aug. 3rd - 4th New Teacher Inservice
Aug. 8th - 10th Teacher Inservice
Aug. 16th - First Day of School
Sept. 4th - Labor Day (No School)
Oct. 9th - No School
Oct. 13th - End of 1st Qtr (41 Days)
Oct. 19th - Parent/Teacher Conference
Oct. 20th - Teacher Inservice (No Students)
Nov. 20th - 24th - Thanksgiving Break
Dec. 20th - End of 2nd Qtr. (42 Days)(Semester 83 Days)
Dec. 21st - Jan. 2nd - Christmas Break
Jan 3rd - First Day of 2nd Semester
Feb. 15th - Parent/Teacher Conference
Feb. 16th - Teacher Inservice (No Students)
Feb. 19th - President's Day (No School)
Mar. 13th - End of 3rd Qtr. (48 Days)
Mar. 19th - 23rd - Spring Break (No School)
Apr. 27th - No School
May 24th - Graduation
May 25th - Last Day of School for Students
End of 4th Qtr (47 Days) Semester 95 (178)
Flex PD Days: Aug. 11, 14, 15, May 29, 30
*if snow days are necessary, Flex Days will be extended beyond May 30th
5 Snow Make Up Days: Feb 16, Feb 19, Apr 27, May 29 & 30

School begins on the 16th of August and will end on the 25rd of May. Days missed due to inclement weather will be added to this calendar until 178 instructional days have been completed. Except for non-instructional in-service days and holidays, all week days during this time period will be considered to be instructional workdays for students and faculty. Unless otherwise noted all In-service Days are also considered workdays, (WD).

Legal Reference: A.C.A. § 6-17-201

Date Adopted: 06/11/2007

Last Revised:

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

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

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

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

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

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

Date Adopted: 06/19/2008

Last Revised:

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

Obtaining Eligibility Information

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

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

In addition to potential federal criminal penalties that may be filed against a staff member who violates this prohibition,¹ 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 information² 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.¹

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

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

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

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

Legal References: Commissioner’s Memos IA-05-018, FIN 09-041, IA 99-011, and FIN 13-018
ADE Eligibility Manual for School Meals Revised July 2012
7 CFR 210.1 – 210.31
7 CFR 220.1 – 220.22
7 CFR 245.5, 245.6, 245.8
42 USC 1758(b)(6)

Date Adopted:
Last Revised:

8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION

The district provides Workers' Compensation Insurance, as required by law. Employees who sustain **any** injury at work must immediately notify their immediate supervisor, or in the absence of their immediate supervisor notify the district accounts payable clerk. 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. In addition, the employee shall submit to a drug test, which shall be paid at district expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of worker's compensation benefits.

A Workers' Compensation absence may run concurrently with FMLA leave (policy 8.23) when the injury is one that meets the criteria for a serious health condition. To the extent that workers compensation benefits and FMLA leave run concurrently, the employee will be charged for any paid leave accrued by the employee at the rate necessary to bring the total amount of combined income up to 100% of usual contracted daily rate of pay. If the health care provider treating the employee for the workers compensation injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent job, the employee may decline the District's offer of a "light duty job." As a result, the employee may lose his/her workers' compensation payments, but for the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

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

An employee who is absent from work due to a workplace injury or receiving temporary disability benefits due to a Worker's Compensation claim will utilize any sick leave accumulation he or she may have at the rate of 1/3 of a sick leave day for a day of absence to bring the total amount of combined income up to 100% of usual contracted pay, unless the employee give the school district written notice to not use sick leave days in this manner. No employee may realize a net compensation gain from a combination of Workers' Compensation benefits and sick leave in excess of contracted pay. Sick leave days used for workplace injuries will not be restored to the employee.

Cross References: 8.5—CLASSIFIED EMPLOYEES SICK LEAVE
8.12—CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT
8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE

Legal References: Ark. Workers Compensation Commission RULE 099.33 - MANAGED CARE
A.C.A. § 11-9-102
A.C.A. § 11-9-508(d)(5)(A)
A.C.A. § 11-9-514(a)(3)(A)(i)

Date Adopted:
Last Revised:

8.37—CLASSIFIED PERSONNEL SOCIAL NETWORKING AND ETHICS

Definitions

“Social Media Account”: a personal, individual, and non-work related account with an electronic medium or service where users may create, share, or view user-generated content, including videos, photographs, blogs, podcasts, messages, emails or website profiles or locations, such as FaceBook, Twitter, LinkedIn, MySpace, or Instagram.

“Professional/education Social Media Account”: an account with an electronic medium or service where users may create, share, or view user-generated content, including videos, photographs, blogs, podcasts, messages, emails or website profiles or locations, such as FaceBook, Twitter, LinkedIn, MySpace, or Instagram.

“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.

Policy

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 media accounts 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.

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 that 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, including “likes” or comments that endorse or support the message or speech of another person, when expressed by staff on a social media

website, have the potential to be disseminated far beyond the speaker’s desire or intention. This could undermine the public’s perception of the individual’s fitness to interact with students, thus undermining the employee’s effectiveness. In this way, the expression and publication of such opinions, could potentially lead to disciplinary action being taken against the staff member, up to and including termination or nonrenewal of the contract of employment.

Accessing social media websites for personal use during school hours is prohibited, except during breaks or preparation periods. Staff are discouraged from accessing social media websites on personal equipment during their breaks and/or preparation periods because, while this is not prohibited, it may give the public the appearance that such access is occurring during instructional time. Staff shall not access social media websites using district equipment at any time, including during breaks or preparation periods, except in an emergency situation or with the express prior permission of school administration. All school district employees who participate in social media websites shall not post any school district data, documents, photographs taken at school or of students, logos, or other district owned or created information on any website. Further, the posting of any private or confidential school district material on such websites is strictly prohibited.

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

- Sharing personal landline or cell phone numbers with students;
- Text messaging students;
- Emailing students other than through and to school controlled and monitored accounts;
- Soliciting students as friends or contacts on social networking websites;
- Accepting the solicitation of students as friends or contacts on social networking websites;
- Creation of administratively approved and sanctioned “groups” on social networking websites that permit the broadcast of information without granting students access to staff member’s personal information;
- Sharing personal websites or other media access information with students through which the staff member would share personal information and occurrences.

Cross reference: 8.22—CLASSIFIED PERSONNEL COMPUTER USE POLICY

Legal Reference: A.C.A. § 11-2-124

Date Adopted:

Last Revised:

8.38—CLASSIFIED PERSONNEL VACATIONS

All 12 month (240/245) employees must work a full year for the district before being eligible for vacation leave.

All 12 month personnel will be given two weeks paid vacation each year. All vacation time must be taken between July 1 and June 30th for the year that it is earned, extended through December 31. Example: July 1, 2015 to June 30, 2016, extended to December 31, 2016).

All 12 month contracted employees are credited with 10 days of vacation at the beginning of each fiscal year. This is based on the assumption that a full contract year will be worked. If an employee fails to finish the contract year due to resignation or termination, the employee's final check will be reduced at the rate of .833 days per month, or major portion of a month, for any days used but not earned.

Twelve month employees are allowed two weeks maximum vacation during the year. Vacations will normally be taken during the summer months when school is not in session. However, conditions and work schedules may warrant time off during other parts of the year.

All vacation time must be approved by the employee's immediate supervisor and the superintendent of schools.

Vacation days are not accumulative. Any vacation time in excess of two weeks will be deducted from the regular salary, and must be approved by the superintendent prior to the time of leave.

Date Adopted:

Last Revised:

8.39—DEPOSITING COLLECTED FUNDS

From time to time, staff members may collect funds in the course of their employment. It is the responsibility of any staff member to deposit such funds they have collected daily¹ into the appropriate accounts for which they have been collected. The Superintendent or his/her designee shall be responsible for determining the need for receipts for funds collected and other record keeping requirements and of notifying staff of the requirements.

All funds are to be kept in a school approved safe as designated by the superintendent. 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:

Last Revised:

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 residence and immediately adjacent parking area,¹ 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 tear gas 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)
 A.C.A. § 5-73-301
 A.C.A. § 5-73-306
 A.C.A. § 6-5-502

Date Adopted: 6/11/2007

Last Revised: 05/14/2013 /s/ Dax Moreton, Lincoln School Board President

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).¹

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

All 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.²

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

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

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

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

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

Legal References: A.C.A. § 6-24-101 et seq.
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:

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:

Last Revised: