

## TABLE OF CONTENTS

### SECTION 8—CLASSIFIED PERSONNEL POLICIES

8.1—CLASSIFIED PERSONNEL SALARY SCHEDULE _____	1
8.2—CLASSIFIED PERSONNEL EVALUATIONS _____	4
8.3—EVALUATION OF CLASSIFIED PERSONNEL BY RELATIVES _____	5
8.4—CLASSIFIED EMPLOYEES DRUG TESTING _____	6
8.5 (GF)— CLASSIFIED EMPLOYEES SICK LEAVE _____	10
8.5A--(GF) CLASSIFIED PERSONNEL TRANSFER OF SICK LEAVE DAYS _____	12
8.6--(GF) SICK LEAVE BANK--CLASSIFIED EMPLOYEES _____	13
8.7 (GF)—CLASSIFIED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE _____	16
8.8—CLASSIFIED PERSONNEL RESPONSIBILITIES IN DEALING WITH SEX OFFENDERS ON CAMPUS _____	18
8.9—PUBLIC OFFICE – CLASSIFIED PERSONNEL _____	19
8.10—JURY DUTY – CLASSIFIED PERSONNEL _____	20
8.11—OVERTIME, COMPTIME, AND COMPLYING WITH FLSA _____	21
8.12—CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT _____	25
8.13—CLASSIFIED PERSONNEL EMPLOYMENT _____	27
8.15--CLASSIFIED PERSONNEL TOBACCO USE _____	31
8.16--DRESS OF CLASSIFIED EMPLOYEES _____	32
8.17— CLASSIFIED PERSONNEL POLITICAL ACTIVITY _____	33
8.18—CLASSIFIED PERSONNEL DEBTS _____	34
8.19— CLASSIFIED PERSONNEL GRIEVANCES _____	35

8.19F--LEVEL TWO GRIEVANCE FORM--CLASSIFIED	38
8.20—CLASSIFIED PERSONNEL SEXUAL HARASSMENT	39
8.21— CLASSIFIED PERSONNEL SUPERVISION OF STUDENTS	42
8.22—CLASSIFIED PERSONNEL COMPUTER USE POLICY	43
8.22F—CLASSIFIED PERSONNEL INTERNET USE AGREEMENT	44
8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE*	46
8.24—SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES	60
8.25—CLASSIFIED PERSONNEL CELL PHONE USE	61
8.26—CLASSIFIED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING	62
8.27—CLASSIFIED PERSONNEL LEAVE — INJURY FROM ASSAULT	65
8.28— DRUG FREE WORKPLACE - CLASSIFIED PERSONNEL	66
8.28F--DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT	69
8.29—CLASSIFIED PERSONNEL VIDEO SURVEILLANCE AND OTHER MONITORING	70
8.30—CLASSIFIED PERSONNEL REDUCTION IN FORCE	71
8.31—CLASSIFIED PERSONNEL TERMINATION AND NON-RENEWAL	74
8.32--CLASSIFIED PERSONNEL ASSIGNMENTS	75
8.33--CLASSIFIED PERSONNEL CALENDAR	76
8.34—CLASSIFIED PERSONNEL WHO ARE MANDATORY REPORTERS	77
8.35—OBTAINING AND RELEASING STUDENT’S FREE AND REDUCED PRICE MEAL ELIGIBILITY INFORMATION	78
8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS’ COMPENSATION	80
8.37—CLASSIFIED PERSONNEL SOCIAL NETWORKING AND ETHICS	82
8.38 (GF)—CLASSIFIED PERSONNEL VACATIONS	85
8.39—DEPOSITING COLLECTED FUNDS	86

8.40—CLASSIFIED PERSONNEL WEAPONS ON CAMPUS _____	87
8.41—WRITTEN CODE OF CONDUCT FOR EMPLOYEES INVOLVED IN PROCUREMENT WITH FEDERAL FUNDS _____	88
* OVERAGE AND TIN REPORT FORM _____	90
8.42—CLASSIFIED PERSONNEL BUS DRIVER END OF ROUTE REVIEW _____	91
GA---PERSONNEL POLICY GUIDELINES _____	92
GAA---GOALS AND OBJECTIVES-PERSONNEL _____	94
GAAC---EMPLOYMENT CRITERIA-PERSONNEL _____	95
GAACA--CRIMINAL BACKGROUND CHECKS OF PERSON APPLYING FOR A LICENSE ISSUED BY THE STATE BOARD OF EDUCATION _____	96
GADAB---AEA STAFF DEVELOPMENT SESSIONS _____	101
GAEAA---IMMUNITY FROM CIVIL LIABILITY _____	102
GAH---STAFF PARTICIPATION IN COMMUNITY ACTIVITIES _____	103
GAHA--PERSONNEL – COMPLIMENTARY PASS _____	104
GAHC--PUBLIC APPEARANCES _____	105
GAIA---SOLICITATIONS BY STAFF MEMBERS AND OF STAFF MEMBERS _____	106
GAIB---SALESMAN AND SOLICITATIONS _____	107
GAL---SALARY DEDUCTIONS _____	108
GBA---SUBSTITUTE TEACHERS _____	109
GBAA---EXPENDITURE OF FUNDS-LICENSED PERSONNEL _____	110
GBB---PROFESSIONAL STAFF POSITIONS _____	111
GBBAA---LICENSED PERSONNEL-CERTIFICATION/RECERTIFICATION _____	112
GBBAC---DUTIES OF PRINCIPALS _____	113
GBC---RECRUITMENT-LICENSED PERSONNEL _____	114

GBH--SUPERVISION-LICENSED PERSONNEL _____	115
GBHA---LINE OF AUTHORITY _____	116
GBJ--PROMOTION _____	117
GBNAA---COBRA-PERSONNEL _____	118
GBO---RESIGNATION _____	119
GBP---RE-EMPLOYMENT OF LICENSED PERSONNEL _____	120
GBQA---RETIREMENT BENEFITS _____	121
GBQAA---RETIREMENT BENEFITS – UNUSED LEAVE _____	123
GBQAAA---LUMP SUM DEATH BENEFIT _____	124
GBRAF---PERSONNEL-FELONIES ACTS-LAWS PERTAINING TO TEACHERS AND STUDENTS _____	125
GBRC---LICENSED STAFF WORKLOAD (TEACHERS) _____	128
GBRCA---EMPLOYEES ON EXTENDED CONTRACTS _____	129
GBRH---LICENSED PERSONNEL LEAVES AND ABSENCES _____	130
GBRHB---CONFERENCES AND VISITATIONS _____	131
GBRHC--EXCHANGE TEACHING _____	132
GBRIAA---TEACHERS LEAVE OF ABSENCE POLICY _____	133
GBRIB---ILLNESS _____	134
GBRIBAA---EDUCATIONAL IMPLICATIONS OF HEALTH NEEDS OF STUDENTS _____	135
GBRID---LICENSED PERSONNEL – MILITARY LEAVE _____	137
GBRIDA---ACCRUED BENEFITS OF T.R.S. MEMBERS ON MILITARY LEAVE _____	138
GBRIDAA---T.R.S. MEMBERS DRAFTED INTO MILITARY TO RECEIVE CREDIT FOR T.R.S. _____	140
GBRIF--BEREAVEMENT _____	141
GBRIGA---EMPLOYEE SICK LEAVE BANK _____	142
GBT---PROFESSIONAL RESEARCH AND PUBLISHING _____	145

GBU---STAFF ETHICS_____	146
GBUA---STAFF JOB ACTIONS_____	147
GCAA----GIFTS AND GRATUITIES_____	148
GCBA----CLASSIFIED PERSONNEL - QUALIFICATIONS AND DUTIES_____	149
GCC---CLASSIFIED PERSONNEL – RECRUITMENT_____	150
GCD---CLASSIFIED PERSONNEL – SELECTION AND APPOINTMENT_____	151
GCDA---CLASSIFIED PERSONNEL – HIRING_____	152
GCDA--CLASSIFIED PERSONNEL – CRIMINAL BACKGROUND CHECKS_____	153
GCE---CLASSIFIED PERSONNEL – ASSIGNMENT AND TRANSFERS_____	156
GCIA---CLASSIFIED PERSONNEL - SCHOOL DISTRICT RULES_____	157
GCL---CLASSIFIED PERSONNEL – TENURE_____	158
GCM---CLASSIFIED PERSONNEL – TRANSFER_____	159
GCO---CLASSIFIED PERSONNEL – RESIGNATION_____	158
GCP---CLASSIFIED PERSONNEL – RE-EMPLOYMENT_____	160
GDRIA--- CLASSIFIED VACATIONS AND HOLIDAYS_____	162
GFFAB---JOB DESCRIPTION – INSTRUCTIONAL STAFF_____	163

**CLASSIFIED PERSONNEL**

## 8.1—CLASSIFIED PERSONNEL SALARY SCHEDULE

[illegible]





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

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

**Notes:** The following language is recommended for the Board's resolution:

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

*Therefore, the Green Forest School District Board of Directors approves and resolves that the spread sheet including those explanations are a factual representation of the raises given for the 2014-2015 school-year.*

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

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

Date Adopted: 06.30.05  
Last Revised: 03.12.18

## **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.

Cross Reference:       3.2—LICENSED PERSONNEL EVALUATIONS

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

Date Adopted: 06.30.05

Last Revised: 06.19.17

### **8.3—EVALUATION OF CLASSIFIED PERSONNEL BY RELATIVES**

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

**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: June 30, 2005

Last Revised:

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

### **Scope of Policy**

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

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

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

### **Methods of Testing**

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

### **Definitions**

"Safety sensitive function" includes:

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

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

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

### **Requirements**

Employees shall be drug and alcohol free from the time the employee is required to be ready to work until the employee is relieved from the responsibility for performing work and/or any time they are performing a safety-

sensitive function. In addition to the testing required as an initial condition of employment, employees shall submit to subsequent drug tests as required by law and/or regulation. Subsequent testing includes, and/or is triggered by, but is not limited to:

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

### **Prohibitions**

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

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

### **Testing for Cause**

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

### **Refusal to Submit**

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

- Failed to appear for any test within a reasonable period of time as determined by the employer consistent with applicable Department of Transportation agency regulation;
- Failed to remain at the testing site until the testing process was completed;

- Failed to provide a urine specimen for any required drug test;
- Failed to provide a sufficient amount of urine without an adequate medical reason for the failure;
- Failed to undergo a medical examination as directed by the Medical Review Officer as part of the verification process for the previous listed reason;
- Failed or declined to submit to a second test that the employer or collector has directed the driver to take;
- Failed to cooperate with any of the testing process; and/or
- Adulterated or substituted a test result as reported by the Medical Review Officer.

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

### **Consequences for Violations**

Drivers who engage in any conduct prohibited by this policy, who refuse to take a required drug or alcohol test, refuse to sign the request for information required by law, or who exceed the acceptable limits for the respective tests shall no longer be allowed to perform safety sensitive functions. Actions regarding their continued employment shall be taken in relation to their inability to perform these functions and could include termination or non-renewal of their contract of employment.<sup>7</sup>

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

If the results for an alcohol test administered to a driver is equal to or greater than 0.02, but less than 0.04, the driver shall be prohibited from performing safety-sensitive functions for a period no 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.

Note: This policy is similar to Policy 3.7.

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: 06.30.05

Last Revised: 04.20.15

## **8.5 (GF)— CLASSIFIED EMPLOYEES SICK LEAVE**

### **Definitions**

1. “Employee” is an employee of the District working 20 or more hours per week or full time bus driver 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.
4. “Accumulated Sick Leave” is the total of unused sick leave, up to a maximum of one hundred twenty (120) days accrued from previous contract, but not used. Full time bus drivers will receive nine (9) days per year and will be able to accrue a maximum of sixty (60) days from unused sick leave. Accumulated sick leave also includes the sick leave transferred from an employee's previous public school employment.
5. “Immediate family” means an employee’s spouse, child, parent, or any other relative provided the other relative lives in the same household as the employee.

### **Sick Leave**

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

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

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

At the discretion of the principal (or Superintendent), the District may require a written statement from the employee’s physician. Failure to provide such documentation of illness may result in sick leave not being paid, or in discipline up to and including termination..

Excessive absenteeism, whatever the cause, to the extent that the employee is not carrying out his assigned duties to the degree that the education of students or the efficient operation of a school or the district is



substantially adversely affected (at the determination of the principal or Superintendent) may result in termination.

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

When an employee takes sick leave, the District shall determine if the employee is eligible for FMLA leave and if the leave qualifies for FMLA leave. The District may request additional information from the employee to help make the applicability determination. If the employee is eligible for FMLA leave and if the leave qualifies under the FMLA, the District will notify the employee in writing, of the decision within five (5) workdays. If the circumstances for the leave 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 within any applicable twelve (12) month period. To the extent the employee has accumulated sick leave, vacation or personal leave, any leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave including, once an employee exhausts his/her accumulated sick leave, vacation or personal leave. See 8.23—Classified Personnel Family Medical Leave.

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

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

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

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

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

Date Adopted: 06.30.05

Last Revised: 06.15.15

## **8.5A (GF)—CLASSIFIED PERSONNEL TRANSFER OF SICK LEAVE DAYS**

An employee of the Green Forest School District shall be entitled to transfer accumulated sick leave days to his/her spouse or family member(s).

Family shall be defined as an employee's spouse, child, parent, sibling, grandchild, grandparent, aunt, uncle, niece, nephew, cousin, mother-in-law, father-in-law, sister-in-law, or brother-in-law.

These days are for sick leave purposes only. Personal days are not transferable.

Arrangements for the transfer of days will be made through the central office.

An employee of the Green Forest School District shall be entitled to transfer up to 5 accumulated sick leave days to other district employee(s) (recipient(s)) each school year under these circumstances and:

- The employee (recipient) is likely to suffer financial hardship because of a prolonged absence or frequent short-term absences caused by a catastrophic health related event or condition of the employee, their immediate family, or dependent, and
- The employee (recipient) has exhausted all their own accumulated sick leave, and
- The employee (recipient) has exhausted all their days received from the sick leave bank (if they are a member).

Immediate family shall be defined as an employee's spouse, child, parent, sibling, grandchild, grandparent, mother-in-law, father-in-law, sister-in-law, or brother-in-law, or dependant.

The employee (recipient) may apply to the superintendent or his designee for donated leave. Application may also be made by a third person acting on the employee's behalf, if the employee is unable to make application. The superintendent or his designee may require the applicant to provide supporting evidence of the need.

All donations must be in writing and must be signed by the donating employee. The employee receiving the leave must be named and the amount and type of leave donated must be specified. An employee may normally receive no more than 60 workdays of donated leave per school year, either continuously or for the same condition on a recurring basis. The donating employee may not receive compensation in any form for the donation of leave.

Any donated leave not used by the employee (recipient) shall be returned on a pro rata basis to the donors.

The superintendent or his designee shall approve or deny all requests for receipt of donated leave.

Legal Reference: A.C.A. § 6-17-1208

Date Adopted: 06-18-12

## **8.6 (GF)—SICK LEAVE BANK — CLASSIFIED EMPLOYEES \***

### **EMPLOYEE SICK LEAVE BANK - GBRIGA**

Date Adopted: June 30, 2005

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

#### **I. Definition**

- A. A voluntary sick leave bank (SLB) may be established for full time employees.
- B. Each employee will contribute three days of sick leave to the bank during his or her first year of participation. Each participating employee will contribute one day of sick leave to the bank each year thereafter; unless the number of days contributed by new enrollees enables the bank to reach the maximum 350 days required. The deadline for SLB enrollment will be by October 10<sup>th</sup> of each year. Eligible employees declining to become participants in bank will be eligible for participation the next succeeding year and will be offered again in 2016-2017 school year by October 10<sup>th</sup> and every five years thereafter.
- C. This bank is for protection of participating employees during a long-term disability of the employee, spouse, children, and parents causing an absence from duties, but not until after an employee's accumulated sick leave has been exhausted.
- D. Employees who begin work after the October 10<sup>th</sup> deadline but before the next regular school year shall have two opportunities to join the SLB.

#### **II. Contribution of Days**

- A. Prior to October 10<sup>th</sup> of each year, employees will contribute one day of their sick leave allowance to a SLB. Each employee wishing to make a contribution to the bank shall do so on a SLB form submitted to the SLB chairperson or committee member.
- B. At the beginning of each school year, each new employee will be given the opportunity to join for two consecutive years. Employees that have declined for two consecutive years will be offered to join in the 2016-2017 school year by October 10<sup>th</sup> and every five years thereafter.
- C. In the event the SLB should be depleted to 25 days in a given year, the SLB committee shall have the power to waive the October 10<sup>th</sup> deadline and ask the members for voluntary contribution of days in order to alleviate the shortage.
- D. SLB days shall not be granted to extend or apply to maternity leave.
- E. The number of days added to the sick leave bank that would be donated by a person leaving the teaching profession or the state will be determined by the Sick Leave Bank Committee not to exceed five (5) days.

### **III. Operating Committee**

- A. A seven-member committee shall oversee the administration of the SLB with the assistance of the Superintendent. The committee shall be comprised of two (2) teachers from each campus who have contributed to the SLB, and one (1) person appointed by the Board. Their terms of office shall be two (2) years. The alternate-term committee members will hold annual elections. The chairperson and a secretary shall be elected from the seven members. The committee shall decide on requests based on the committee's rules of operation.
- B. The SLB committee shall be responsible for the proper maintenance and development of records and report forms. The committee shall work closely with the administration in administering the SLB days.
- C. The SLB committee shall have the authority to set a maximum number of days, which will be stored in the SLB. The committee may also discontinue the annual contribution by the SLB members when the total number of days reaches this maximum. The initial contribution by new members would still be required.

### **IV. Operating Guidelines**

- A. The SLB committee shall administer the bank according to the following rules:
  - 1. Employees who have made contributions to the bank may make withdrawals from the bank.
  - 2. The SLB days may be used only upon exhaustion of the bank member's accumulated sick leave, personal days, and paid vacation days for 12 month employees. Any employee receiving workmen's compensation benefits would be ineligible for SLB days as long as they were receiving workmen's compensation benefits.
  - 3. SLB days will be granted only in case of a sudden or unexpected situation that calls for action without delay caused by a serious illness or serious accident pertaining to a SLB member, spouse, children, and parents.
  - 4. Request for SLB days will be made on a SLB request form submitted to the chairperson or member of the SLB committee. A physician must sign the form. If further information is required, an applicant may be requested to submit a clarification form. In case of emergency, requests may be made to a SLB committee member by phone, with the proper form submitted within two (2) days of return to work. Any request exceeding ten (10) days may require a hearing before the SLB committee.
  - 5. Sick leave grants made from the bank shall be of no more than ten consecutive school days for the individual applicant. No applicant shall be eligible for more than three grants a year (a total of thirty days). No partial days will be granted.
  - 6. In cases where the SLB committee denies a request for use of SLB days, the applicant may appeal the decision to the School Board. The denial of any request shall be in writing.

7. If any sick leave days granted to an employee by the SLB are not used for the specific illness, which is approved, then these days will be lost by the employee and returned to the SLB. There will be no carry over days allowed to anyone who has been granted SLB days. The days will not be used as additional sick days, which are allowed to be carried forward from year to year.
8. An annual account of SLB usage to all members will include the names of recipients and the number of days issued.
9. Employees drawing from the bank are not required to replace these days except as a regular contributing member of the bank. An employee resigning, retiring, withdrawing from membership in the bank, or declining to make continued contributions as required will not be able to withdraw previously contributed days.
10. Days in the bank will be withdrawn on a first-come, first-serve basis and if the total days in the bank are exhausted in any year, use of the bank is ended for that year. Unused days in the bank will be carried over to the next succeeding school year.

Legal Reference: A.C.A. § 6-17-1208

Date Adopted: 06-30-05

Date Revised: 04.18.16

## **8.7 (GF)—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 and full time bus driver shall receive four (4) days of personal leave per contract year. The leave may be taken in hourly increments. Any unused personal days over an accumulated number of seven (7) will accumulate as sick leave days.

Two days may be taken anytime during the school year except:

- \*within the last five (5) school days of each semester

- \*during district-wide testing programs

- \*on parent-teacher conference days

- \*days prior to or returning from any school or holiday break without permission from the immediate supervisor and the Superintendent.

Use of more than two (2) personal days at one time must be approved by the immediate supervisor and the Superintendent.

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 3.9, for professional leave see below).

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

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

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

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

Employees who fail to report to work when their request for a personal day has been denied or who have exhausted their allotted personal days, shall lose their daily rate of pay for the day(s) missed (leave without pay). While there are instances where personal circumstances necessitate an employee's absence beyond the allotted days of sick and/or personal leave, any employee who requires leave without pay must receive advance permission (except in medical emergencies and/or as permitted by policy 8.23—CLASSIFIED

PERSONNEL FAMILY MEDICAL LEAVE) from their immediate supervisor. Failure to report to work without having received permission to be absent is grounds for discipline, up to and including termination.

### **Professional Leave**

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

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

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

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

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

Date Adopted: 06.30.05

Last Revised: 04.18.16

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

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

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

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

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

Legal 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: May 21, 2007  
Last Revised: August 18, 2008



## **8.9—PUBLIC OFFICE – CLASSIFIED PERSONNEL**

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

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

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

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

Cross Reference:        Policy # 8.17—CLASSIFIED Personnel Political Activity  
                              Similar to Policy #3.13

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

Date Adopted: June 30, 2005  
Last Revised: 06-18-12

## **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) summons to jury duty to his supervisor in order to confirm the reason for the requested absence.

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

Legal Reference:       A.C.A. § 16-31-106

Date Adopted: June 30, 2005

Last Revised: April 20, 2009

## 8.11—OVERTIME, COMPTIME, AND COMPLYING WITH FLSA

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

### Definitions

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

“Exempt Employees” are those employees who are not covered under the FLSA because the employee’s:<sup>D</sup>

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

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

“Overtime” is hours worked in excess of forty (40) per workweek. Compensation given for hours **not** worked such as for holidays or sick days do **not** count in determining hours worked per workweek.<sup>E</sup>

“Regular Rate of Pay” includes all forms of remuneration for employment<sup>2</sup> and shall be expressed as an hourly rate.<sup>F</sup> For those employees previously paid on a salary basis, the salary shall be converted to an hourly equivalent. Employees shall be paid for each and every hour worked.

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

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

### 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:

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

### **Hours Worked**

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

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

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

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

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

### **Breaks and Meals**

Each employee working more than twenty (20) hours per week shall be provided two (2), paid, fifteen (15) minute duty free breaks per workday.<sup>K</sup>

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

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

### **Overtime**

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

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

Provided the employee and the District have a written agreement or understanding before the work is performed,<sup>P</sup> compensatory time off may be awarded in lieu of overtime pay for hours worked over forty (40) in a workweek and shall be awarded on a one-and-one-half (1 1/2) time basis for each hour of overtime worked.<sup>Q</sup> The District reserves the right to determine if it will award compensatory time in lieu of monetary pay for the overtime worked. The maximum number of compensatory hours an employee may accumulate at a time is twenty (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.<sup>R</sup>

#### **Overtime Authorization**

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

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

#### **Leave Requests**

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

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

#### **Record Keeping<sup>S</sup> and Postings<sup>T</sup>**

The District shall keep and maintain records as required by the FLSA for the period of time<sup>U</sup> required by the act.

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

### **Cooperation with Enforcement Officials<sup>V</sup>**

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

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

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

Date Adopted: 06.30.05

Last Revised: 06.19.17

## **8.12—CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT**

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

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

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

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

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

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

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

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

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

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

Date Adopted: 06.30.05

Last Revised: 05.19.14



## **8.13—CLASSIFIED PERSONNEL EMPLOYMENT**

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

If the employee provides false or misleading information, or if he/she withholds information to the same effect, it may be grounds for dismissal. In particular, it will be considered a material misrepresentation and grounds for termination of contract of employment if an employee's application information is discovered to be other than as was represented by the employee, either in writing on application materials or in the form of representations made to the school district.

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

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

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

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

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

Inquiries on non-discrimination may be directed to Superintendent, who may be reached at Central Office or by calling 870.438.5201.

For further information on notice of non-discrimination or to file a complaint, visit <http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm>; for the address and phone number of the office that serves your area, or call 1-800-421-3481.

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

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

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

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

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

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

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

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

Legal References:      Arkansas Department of Education Rules Governing Background Checks  
Arkansas Department of Education Rules Governing the Code of Ethics for  
Arkansas Educators  
A.C.A. § 6-17-301  
A.C.A. § 6-17-414  
A.C.A. § 6-17-428  
A.C.A. § 6-17-429  
A.C.A. § 21-3-302  
A.C.A. § 21-3-303  
A.C.A. § 25-19-101 et seq.  
28 C.F.R. § 35.106

29 C.F.R. part 1635  
34 C.F.R. § 100.6  
34 C.F.R. § 104.8  
34 C.F.R. § 106.9  
34 C.F.R. § 108.9  
34 C.F.R. § 110.25

Date Adopted: 06.30.05  
Last Revised: 06.18.18

## **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 must obtain approval.

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

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

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

Cross Reference: Policy 7.12—EXPENSE REIMBURSEMENT

Date Adopted: June 30, 2005

Last Revised: April 18, 2011

## **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.

**Note:** This policy is similar to Policy 3.21—LICENSED PERSONNEL TOBACCO USE. If you change this policy, review policy 3.21 at the same time to ensure applicable consistency between the two.

Legal Reference: A.C.A. § 6-21-609

Date Adopted: 06-30-05

Last Revised: 06-27-13

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

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

Date Adopted: June 30, 2005

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: June 30, 2005

Last Revised:

## **8.18—CLASSIFIED PERSONNEL DEBTS**

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

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

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

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

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

**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: 06-30-05

Last Revised: 04-15-13



## 8.19— CLASSIFIED PERSONNEL GRIEVANCES

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

### **Definitions**

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

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

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

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

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

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

### **Process**

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

If the grievance cannot be resolved by the immediate supervisor, the employee can advance the grievance to Level Two. To do this, the employee must complete the top half of the Level Two Grievance Form within five working days of the discussion with the immediate supervisor, citing the manner in which the specific personnel policy was violated that has given rise to the grievance, and submit the Grievance Form to his/her immediate supervisor. The supervisor will have ten working days to respond to the grievance using the bottom half of the Level Two Grievance Form which he/she will submit to the building principal or, in the event that the employee’s immediate supervisor is the building principal, the superintendent.

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

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

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

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

The school board will address the grievance at the next regular meeting of the school board, unless the employee agrees in writing to an alternate date for the hearing. After reviewing the Level Two Grievance Form and the superintendent's reply, the board will decide if the grievance, on its face, is grievable under district policy. If the grievance is presented as a "group grievance," the Board shall first determine if the composition of the group meets the definition of a "group grievance." If the Board determines that it is a group grievance, the Board shall then determine whether the matter raised is grievable. If the Board rules the composition of the group does not meet the definition of a group grievance, or the grievance, whether group or individual, is not grievable, the matter shall be considered closed. (Individuals within the disallowed group may choose to subsequently 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:      ACA § 6-17-208, 210

Date Adopted: June 30, 2005

Last Revised: May 21, 2007

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

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

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

CLASSIFIED Personnel Policy grievance is based upon:

\_\_\_\_\_

Grievance (be specific):

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

What would resolve your grievance?

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

Supervisor's Response

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

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

Date Adopted: June 30, 2005

Last Revised:

## 8.20—CLASSIFIED PERSONNEL SEXUAL HARASSMENT

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

The District believes the best policy to create an educational and work environment free from sexual harassment is prevention; therefore, the District shall provide informational materials and training to students, parents/legal guardians/other responsible adults, and employees on sexual harassment. The informational materials and training on sexual harassment shall be age appropriate and, when necessary, provided in a language other than English or in an accessible format. The informational materials and training shall include, but are not limited to: the nature of sexual harassment; the District's written grievance procedures for complaints of sexual harassment; that the district does not tolerate sexual harassment; that students and employees can report inappropriate behavior of a sexual nature without fear of adverse consequences; the redress that is available to the victim of sexual harassment; and the potential discipline for perpetrating sexual harassment.

"Sexual harassment" means conduct that is:

1. Of a sexual nature, including, but not limited to:
  - a. Sexual advances;
  - b. Requests for sexual favors;
  - c. Sexual violence; or
  - d. Other personally offensive verbal, visual, or physical conduct of a sexual nature;
2. Unwelcome; and
3. denies or limits a student's or employee's ability to participate in or benefit from any of the District's educational programs or activities or employment environment through any or all of the following methods:
  - a. Submission to the conduct is made, either explicitly or implicitly, a term or condition of an individual's education or employment;
  - b. 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
  - c. 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 environment.

The terms "intimidating," "hostile," and "offensive" include conduct of a sexual nature that has the effect of humiliation or embarrassment and is sufficiently severe, persistent, or pervasive that it limits the student's or employees ability to participate in, or benefit from, an educational program or activity or 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 and may occur regardless of the sex(es) of the individuals

involved. Depending upon such circumstances, examples of sexual harassment include, but are not limited to:

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

Employees who believe they have been subjected to sexual harassment are encouraged to file a complaint by contacting their immediate supervisor, an administrator, or the Title IX coordinator who will provide assistance on 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.

Complaints will be treated in a confidential manner to the extent possible. Limited disclosure may be provided to: individuals who are responsible for handling the District's investigation to the extent necessary to complete a thorough investigation; the extent necessary to submit a report to the child maltreatment hotline; the Professional Licensure Standards Board for complaints alleging sexual harassment by an employee towards a student; or the extent necessary to provide the individual accused in the complaint due process during the investigation and disciplinary processes. Individuals who file a complaint have the right to request that the individual accused of sexual harassment not be informed of the name of the accuser; however, individuals should be aware that making such a request may substantially limit the District's ability to investigate the complaint and may make it impossible for the District to discipline the accused.

Employees who file a complaint of sexual harassment shall not be subjected to retaliation or reprisal in any form, including threats, intimidation, coercion, or discrimination. The District shall take steps to prevent retaliation and shall take immediate action if any form of retaliation occurs regardless of whether the retaliatory acts are by District officials, students, or third parties.

Following the completion of an investigation of a complaint, the District will inform the employee who filed the complaint:

- The final determination of the investigation;
- Remedies the District will make available to the employee; and
- The sanctions, if any, imposed on the alleged harasser relevant to the employee.

Following the completion of an investigation of a complaint, the District will inform the alleged perpetrator, or the parents/legal guardian/other responsible adult of the alleged perpetrator if the alleged perpetrator is under the age of eighteen (18):

- The final determination of the investigation; and
  - The sanctions, if any, the District intends to impose on the alleged perpetrator.

It shall be a violation of this policy for any student or employee to be subjected to, or to subject another person to, sexual harassment. Following an investigation, any employee who is found by the evidence to more likely than not have engaged in sexual harassment will be subject to disciplinary action up to, and including, termination.

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.

Notes: 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.  
34 CFR part 106  
A.C.A. § 6-15-1005 (b) (1)

Date Adopted: 06.30.05  
Last Revised: 06.18.18

## **8.21— CLASSIFIED PERSONNEL SUPERVISION OF STUDENTS**

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

Date Adopted: June 30, 2005

Last Revised:



## 8.22—CLASSIFIED PERSONNEL COMPUTER USE POLICY

The Green Forest 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: 06.30.05  
Last Revised: 06.19.17

## 8.22F—CLASSIFIED PERSONNEL INTERNET USE AGREEMENT

Name (Please Print) \_\_\_\_\_

School \_\_\_\_\_ Date \_\_\_\_\_

The \_\_\_\_\_ 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 ~~which~~ that could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
  - i. gaining or attempting to gain unauthorized access to resources or files;
  - j. identifying oneself with another person’s name or password or using an account or password of another user without proper authorization;
  - k. using the network for financial or commercial gain without district permission;
  - l. theft or vandalism of data, equipment, or intellectual property;
  - m. invading the privacy of individuals other than when required by the employee’s job duties;
  - n. using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
  - o. introducing a virus to, or otherwise improperly tampering with, the system;
  - p. degrading or disrupting equipment or system performance;
  - q. creating a web page or associating a web page with the school or school district without proper authorization;
  - r. attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;

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

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

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

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

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: 06.30.05  
Last Revised: 06.19.17

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

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

### **SECTION ONE – FMLA LEAVE GENERALLY**

#### **Definitions:**

“Eligible Employee” is an employee who has:

1. Been employed by the District for at least twelve (12) months, which are not required to be consecutive; and
2. Performed at least 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave.

“FMLA” is the Family and Medical Leave Act

“Health Care Provider” means:

- a. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices;
- b. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the State and performing within the scope of their practice as defined under State law;
- c. Nurse practitioners, nurse-midwives, clinical social workers and physician assistants who are authorized to practice under State law and who are performing within the scope of their practice as defined under State law;
- d. Christian Science Practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts. Where an employee or family member is receiving treatment from a Christian Science practitioner, an employee may not object to any requirement from an employer that the employee or family member submit to examination (though not treatment) to obtain a second or third certification from a health care provider other than a Christian Science practitioner except as otherwise provided under applicable State or local law or collective bargaining agreement; or
- e. Any other person determined by the U.S. Secretary of Labor to be capable of providing health care services.

“Instructional Employee” is an employee whose principal function is to teach and instruct students in a class, a small group, or an individual setting and includes athletic coaches, driving instructors, preschool teachers, and special education assistants such as signers for the hearing impaired. The term does not include, and the special rules related to the taking of leave near the end of a semester do not apply to, teacher assistants or

aides who do not have as their principal job actual teaching or instructing, administrators, counselors, librarians, psychologists, and curriculum specialists.

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

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

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

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

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

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

### **Policy**

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

### **Leave Eligibility**

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

1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. To care for the spouse, son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition;
4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee; and
5. Because of any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. (See Section Two)
6. To care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury. (See Section Two)

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

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

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

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

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

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

When an employee requests FMLA leave or the District determines that an employee's absence may be covered under the FMLA, the District shall provide written notice within five (5) business days (absent extenuating circumstances) to the employee of the District's determination of his/her eligibility for FMLA leave. If the employee is eligible, the District may request additional information from the employee and/or certification from a health care provider to help make the applicability determination. After receiving sufficient information as requested, the District shall provide a written notice within five (5) business days (absent extenuating circumstances) to the employee of whether the leave qualifies as FMLA leave and will be so designated.

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

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

#### **Concurrent Leave Under the FMLA**

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

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

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

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

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

### **Health Insurance Coverage**

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

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

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

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

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

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

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

### **Reporting Requirements During Leave**

Unless circumstances exist beyond the employee's control, the employee shall inform the district every two (2) weeks during FMLA leave of his/her current status and intent to return to work.

### **Return to Previous Position**

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

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

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

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

##### **Foreseeable Leave:**

When the need for leave is foreseeable for reasons 1 through 4 listed above, the employee shall provide the District with at least thirty (30) days' notice, before the date the leave is to begin, of the employee's intention to take leave for the specified reason. An eligible employee who has no reasonable excuse for his/her failure to provide the District with timely advance notice of the need for FMLA leave may have his/her FMLA coverage of such leave delayed until thirty (30) days after the date the employee provides notice.

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

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

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

##### **Unforeseeable Leave:**

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

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

##### **Medical Certification**

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



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

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

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

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

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

#### **Substitution of Paid Leave**

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

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

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

#### **Return to Work**

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

If the District's written designation determination that the eligible employee's leave qualified as FMLA leave under reason 4 above stated that the employee would have to provide a "fitness-for-duty" certification from a health care provider for the employee to resume work **and** the designation determination listed the employee's essential job functions, the employee must provide certification that the employee is able to

perform those functions prior to returning to work. The employee's failure to do so or his/her inability to perform his/her job's essential functions voids the District's obligation to reinstate the employee under the FMLA and the employee shall be terminated.

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

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

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

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

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

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

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

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

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

## SECTION TWO - FMLA LEAVE CONNECTED TO MILITARY SERVICE

### Leave Eligibility

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

### Qualifying Exigency

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

### Definitions:

“Covered active duty” means:

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

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

### Certification

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

### Employee Notice to District

#### Foreseeable Leave:

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

#### Unforeseeable Leave:

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

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

#### **Substitution of Paid Leave**

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

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

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

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

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

#### **Serious Illness**

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

#### **Definitions:**

“Covered Service Member” is:

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

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

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

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

“Serious Injury or Illness” :

- A. In the case of a member of the Armed Forces, including the National Guard or Reserves, it means an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and
- B. In the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during a period as a covered service member defined in this policy, it means a qualifying (as defined by the U.S. Secretary of Labor) injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

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

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

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

If a legally married couple are both eligible employees employed by the District, the legally married couple are entitled to a combined total of twenty-six (26) weeks of leave during one twelve (12) month period to care for their spouse, son, daughter, parent, or next of kin who is a covered service member with a serious injury or illness, as defined in this policy. The leave taken by a legally married couple who care for such a covered service member continues to be limited to a total of twelve (12) weeks of FMLA leave for reasons 1 through 4 in Section One and for any qualifying exigency during a year, as defined in this policy, regardless of whether or not the legally married couple uses less than a combined total of fourteen (14) weeks to care for a covered service member with a serious injury or illness; moreover, the legally married couple's twelve (12) weeks are combined when taken for reasons 1, 2, or to care for a parent under reason 3 in Section One. . For example, a legally married couple who are both eligible employees and who care for such a covered service member for sixteen (16) weeks during a twelve (12) month period could:

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

### **Medical Certification**

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

### **Employee Notice to District**

#### **Foreseeable Leave:**

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

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

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

#### **Unforeseeable Leave:**

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

#### **Substitution of Paid Leave**

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

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

To the extent practicable, employees requesting intermittent or reduced schedule leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury shall provide the District with at least thirty (30) days' notice, before the date the leave is to begin, of the employee's intention to take leave.

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

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

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

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

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

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

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

Date Adopted: 04.29.10  
Last Revised: 04.18.16

\* All school districts are covered under the Family and Medical Leave Act and are required to keep certain payroll and employee identification records and post pertinent notices regarding FMLA for its employees. Employees, however, are only eligible for FMLA benefits if the district has fifty (50) or more employees

within a seventy-five (75) - mile radius of the district's offices. Your district may choose to offer FMLA benefits to your employees even though they are not technically eligible

## 29 CFR 825.114 - What is a "serious health condition" entitling an employee to FMLA leave?

(a) For purposes of FMLA, "serious health condition" entitling an employee to FMLA leave means an illness, injury, impairment, or physical or mental condition that involves:

(1) Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (for purposes of this section, defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom), or any subsequent treatment in connection with such inpatient care; or

(2) Continuing treatment by a health care provider. A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

(i) A period of incapacity (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom) of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:

(A) Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or

(B) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.

(ii) Any period of incapacity due to pregnancy, or for prenatal care.

(iii) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:

(A) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;

(B) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

(C) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

(iv) A period of incapacity, which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

(v) Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

(b) Treatment for purposes of paragraph (a) of this section includes (but is not limited to) examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations. Under paragraph (a)(2)(i)(B), a regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A



regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a

health care provider is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.

(c) Conditions for which cosmetic treatments are administered (such as most treatments for acne or plastic surgery) are not "serious health conditions" unless inpatient hospital care is required or unless complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc., are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave. Restorative dental or plastic surgery after an injury or removal of cancerous growths are serious health conditions provided all the other conditions of this regulation are met. Mental illness resulting from stress or allergies may be serious health conditions, but only if all the conditions of this section are met.

(d) Substance abuse may be a serious health condition if the conditions of this section are met. However, FMLA leave may only be taken for treatment for substance abuse by a health care provider or by a provider of health care services on referral by a health care provider. On the other hand, absence because of the employee's use of the substance, rather than for treatment, does not qualify for FMLA leave.

(e) Absences attributable to incapacity under paragraphs (a)(2) (ii) or (iii) qualify for FMLA leave even though the employee or the immediate family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days. For example, an employee with asthma may be unable to report for work due to the onset of an asthma attack or because the employee's health care provider has advised the employee to stay home when the pollen count exceeds a certain level. An employee who is pregnant may be unable to report to work because of severe morning sickness.

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

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

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

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

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

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

Notes: This policy is similar to Policy 3.51.

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

Date Adopted: 06.30.05

Last Revised: 04.20.15

## 8.25—CLASSIFIED PERSONNEL CELL PHONE USE

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

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

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

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

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

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: 06.30.05  
Last Revised: 06.15.15

## **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, or designee,. The principal, or 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 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.

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

### **Definitions:**

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

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

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

“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 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 related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual, regardless of whether the student self-identifies as homosexual or transgender (Examples: “Slut”, “You are so gay.”, “Fag”, “Queer”)..

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 anti bullying 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.

Legal Reference:       A.C.A. § 6-18-514

Date Adopted: 06.30.05  
Last Revised: 06.18.18

## **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: June 30, 2005

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. Employees may contact [www.guidanceresources.com](http://www.guidanceresources.com) or possible counseling services.

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

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

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

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

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

Any incident at work resulting in injury to the employee requiring medical attention shall require the employee to submit to a drug test, which shall be paid at the District's worker's compensation carrier's



expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of worker's compensation benefits in accordance with policy 8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION.

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.

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

Date Adopted: 06.30.05

Last Revised: 06.19.17

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

### CERTIFICATION

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

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

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

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

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

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

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

Note: This policy is similar to policies 4.48 and 3.41. If you change this policy, review 4.48 and 3.41 at the same time to ensure applicable consistency between the policies.

Date Adopted: August 18, 2008  
Last Revised: April 18, 2011

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

### **SECTION ONE**

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

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

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

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

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

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

### **Recall:**

For a period of up to two (2) years from the date of board action on the classified employee's non-renewal or termination recommendation under this policy, a classified employee shall be offered an opportunity to fill a classified vacancy comparable as to pay, responsibility and contract length to the position from which the

employee was non-renewed, and for which he or she is qualified. The non-renewed employee shall be eligible to be recalled for a period of two (2) years in reverse order of the non-renewal to any position for which he or she is qualified. No right of recall shall exist for non-renewal from a stipend, or non-renewal or reduction of a stipend, or non-renewal to reduce contract length.

Notice of vacancies to non-renewed employees shall be by first class mail to all employees reasonably believed to be both qualified for and subject to rehire for a particular position and they shall have 10 working days from the date the notification is mailed in which to conditionally accept or reject the offer of a position with the actual offer going to the qualified employee with the most years of service who responds within the 10 day time period. A lack of response, as evidenced by a teacher's failure to respond within 10 working days, or a non-renewed employee's express refusal of an offer of a position or an employee's acceptance of a position but failure to sign an employment contract within two business days of the contract being presented to the employee shall constitute a rejection of the offered position and shall end the district's obligation to rehire the non-renewed employee. No further rights to be rehired because of the reduction in force shall exist.

## **SECTION TWO**

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

Such employees will not be considered as having any seniority within the Green Forest District and may not claim an entitlement under a reduction in force to any position held by a Green Forest 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 Green Forest 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 Green Forest 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: 08.18.11

Last Revised: 05.19.14

### **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: June 30, 2005

Last Revised: June 29, 2006



### **8.32—CLASSIFIED PERSONNEL ASSIGNMENTS**

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

Date Adopted: June 30, 2005

Last Revised: June 29, 2006

## 8.33—CLASSIFIED PERSONNEL SCHOOL CALENDAR

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

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

The Green Forest School District shall operate by the following calendar:

### Green Forest School District 2018-2019



July '18						
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 '18						
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 '18						
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						

October '18						
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			

November '18						
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	

December '18						
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					

January '19						
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		

February '19						
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		

March '19						
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					

April '19						
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				

May '19						
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	

June '19						
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						

August 13	First Day of Instruction
September 3	Labor Day Holiday
September 13	K-12 PTC/Progress Reports
September 14	Student Holiday/Curr/Inst.
October 11	End of 1st Quarter 42 days
November 19-20	Student Holiday/PD Day
November 21-23	Thanksgiving Holiday
December 21	End of 2nd Quarter 46 days
December 24-January 4	Christmas Break
February 7	K-12 PTC/Progress Reports
February 8	Student Holiday/Curr/Instruct.
February 18	President's Holiday/1st Snow Day
March 8	End of 3rd Quarter 43 days
March 18-22	Spring Break
May	Graduation
May 28**	Last day for students
End of 4th Quarter	47 days
May 27	Memorial Holiday
Includes 5 snow days	
If no weather days are used, May 21 will be last day. If more weather days are used, this date** may be extended or holidays and/or spring break days will be used	
First Day of Instruction	
Holidays	
Professional Devel.	
Curr/Inst. Days	
Last day of Contract	
Weather Days	

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

Date Adopted: 06.30.05  
Last Revised: 03.12.18

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

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

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

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

Legal References: A.C.A. § 12-12-504, 507, 517

Date Adopted: August 18, 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, the employee shall be subject to discipline up to and including termination.

### **Releasing Eligibility Information**

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

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

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

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

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

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

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: 05-18-09  
Last Revised: 04-15-13

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

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".

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

- Will be charged for a day's sick leave for the all days missed until such time as the WC claim has been approved or denied;
- Whose WC claim is accepted by the WC insurance carrier as compensable and who is absent for eight or more days shall be charged sick leave at the rate necessary, when combined with WC benefits, to bring the total amount of combined income up to 100% of the employee's usual contracted daily rate of pay;
- Whose WC claim is accepted by the WC insurance carrier as compensable and is absent for 14 or more days will be credited back that portion of sick leave for the first seven (7) days of absence that is not necessary to have brought the total amount of combined income up to 100% of the employee's usual contracted gross pay.

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

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: 07.20.09

Last Revised: 04.18.16

## **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, 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, 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 members are discouraged from creating personal social media accounts to which they invite students to be friends or followers. Employees taking such action do so at their own risk and are advised to monitor the site's privacy settings regularly.

District employees may set up blogs and other professional/education social media accounts using District resources and following District guidelines to promote communications with students, parents, and the community concerning school-related activities and for the purpose of supplementing classroom instruction. Accessing professional/education social media during school hours is permitted.



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

Whether permitted or not specifically forbidden by policy, or when expressed in an adult-to-adult, face-to-face context, what in other mediums of expression could remain private opinions, 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:

#### Privacy of Employee's Social Media Accounts

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

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

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

Notwithstanding any other provision in this policy, the District reserves the right to view any information about a current or prospective employee that is publicly available on the Internet.

In the event that the district inadvertently obtains access to information that would enable the district to have access to an employee's personal social media account, the district will not use this information to gain access to the employee's social media account. However, disciplinary action may be taken against an employee in accord with other District policy for using district equipment or network capability to access such an account. Employees have no expectation of privacy in their use of District issued computers, other electronic device, or use of the District's network. (See policy 8.22—CLASSIFIED PERSONNEL COMPUTER USE POLICY)

Notes: This policy is similar to policy 3.45. If you change this policy, review 3.45 at the same time to ensure applicable consistency between the two.

Cross reference: 8.22—CLASSIFIED PERSONNEL COMPUTER USE POLICY

Legal Reference: A.C.A. § 11-2-124

Date Adopted: 04-18-11

Last Revised: 06-27-13

## **8.38 (GF)—CLASSIFIED PERSONNEL VACATIONS**

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

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

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

*Days earned up through June 30, 2011, will be set aside and credited, if not used, toward the employee upon resignation, retirement, termination, nonrenewal.*

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

*See Policy GDRIA for 261 day contracted employees.*

Date Adopted: 04.18.11

Last Revised: 04.20.15

### **8.39—DEPOSITING COLLECTED FUNDS**

From time to time, staff members may collect funds in the course of their employment. It is the responsibility of any staff member to deposit such funds they have collected daily to the Central Office. 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 monies collected by staff members shall be locked up daily in one of the administrative offices if unable to submit to the Central Office.

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

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

Date adopted: April 18, 2011  
Last Revised: 06-18-12

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

### **Firearms**

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

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

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

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

### **Other Weapons**

An employee may possess a pocket knife which for the purpose of this policy is defined as a knife that can be folded into a case and has a blade or blades of less than three (3) inches or less each. An employee may carry, for the purpose of self-defense, a small container of tear gas or mace which for the purpose of this policy is defined as having a capacity of 150cc or less. Employees are expected to safeguard such items in such a way as to ensure they are not possessed by students. Such items are not to be used against students, parents or other school district employees. Possession of weapons, knives or self-defense items that do not comply with the limits contained herein, the failure of an employee to safeguard such items, or the use of such items against students, parents or other school district employees may result in disciplinary action being taken against the employee, which may include termination or nonrenewal of the employee.

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

Notes: This policy is similar to Policy 3.48.

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: 04.15.13

Last Revised: 06.15.15

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

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

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

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

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

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

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

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

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

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.

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  
2 C.F.R. § 200.318  
7 C.F.R. § 3016.36  
7 C.F.R. § 3019.42

Date Adopted: 04.20.15  
Last Revised: 04.18.16

## OVERAGE AND TIN REPORT FORM

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

### Definition

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

### Health Insurance Information

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

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

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

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

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

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

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

Dependant 1:

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

Dependant 2:

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

Dependant 3:

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

Dependant 4:

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

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

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



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

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

Date Adopted: 05.19.14

Last Revised:

## **GENERAL SECTION POLICIES - GA**

The Board of Education is required by law to establish personnel policies within the School District. Said policies shall be filed, along with an affidavit signed by the President of the Board attesting compliance with State law requiring personnel policies, with the Chairman of the State Board of Education.

All personnel policies adopted by the Board shall be given to each teacher or administrator employed for the first time by the School District. Any amendments to the personnel policies shall be given within thirty (30) days of the approval by the Board.

The personnel policies of the school district shall be considered to be incorporated as terms of the LICENSED personnel contracts and shall be binding upon the LICENSED personnel and the district.

Any changes or additions to the personnel policies shall not be considered a part of the LICENSED personnel contracts until the next fiscal year.

Any changes or additions to the personnel policies may take effect before the next fiscal year only if the changes or additions are approved by a majority of the LICENSED personnel employed by the district voting by secret ballot.

A. The personnel policy committee shall conduct the voting and counting.

All changes or additions to the personnel policies or new personnel policies shall be made in accordance with §6-17-201 et seq., as may be amended.

The district may adopt a uniform policy, in accordance with §6-17-201 et seq. limiting the number of past years experience for which all newly employed LICENSED personnel would receive credit on the salary schedule.

The policy shall be written so that a prospective LICENSED employee can determine his or her placement on the salary schedule.

The school district shall adopt, in accordance with §6-17-201 et seq. a supplement to the salary schedule for those LICENSED staff employed longer than the period covered by the salary schedule and for duties in addition to LICENSED employees regular teaching assignments.

Compensation policies approved by the personnel policy committee shall not apply to the chief administrator who is charged with administration of salary policy for all employees.

No LICENSED person may waive payment according to the salary schedule.

The Board shall provide for a Committee on Personnel Policies, as composed by law, to annually review the personnel policies of the Board to determine if additional policies or amendments to existing policies are needed. The committee may propose new policies or amendments to existing policies.

The Board shall consider and adopt, reject, amend or refer back to the committee for further study and revisions any proposed policies or amendments that are submitted to the Board for consideration.

The District shall have a personnel policies committee consisting of no fewer than six (6) classroom teachers. There will be two representatives from each of the following grade levels: K-3, 4-7, and 8-12. The

committee will include three (3) administrators. The classroom teacher members will be elected by a majority vote of the teachers that works on the same campus and are employed in the district. A secret ballot will be used in an election conducted by the teachers. A member will serve a two-year term with one member from each campus being elected each year. The first year that the two-year term policy goes into effect, each campus will elect a teacher member for a one-year term and another teacher member for a two-year term.

The School District's committee on personnel policies shall organize itself in the first quarter of each school year, elect a chairman and secretary, and develop a calendar of meetings throughout the year to review the District's personnel policies to determine if additional policies or amendments to existing policies are needed, and to review any proposed distribution of a salary underpayment from previous years.

Minutes of the committee meetings shall be promptly reported and distributed to members of the Board and posted in the buildings of the District including administrative offices.

Either the committee or the Board of Directors may propose new personnel policies or amendments to existing policies, if the proposals by the Board have been presented to the committee at a regular or special meeting of the committee at least ten (10) working days prior to presentation to the Board. The committee will hold a meeting within ten (10) working days of the School Board request to present a School Board proposal to the committee.

The committee will present its proposed policies or amendments to existing policies to the Board of Directors.

The Chair of the committee or a member of the committee designated by the Chair will have the opportunity to orally present the committee's proposed policies or amendments to existing policies to the Board of Directors.

After presentation to the Board, action shall be taken no later than the next regular Board meeting.

The Board of Directors shall have the authority to adopt, reject or refer back to the Committee on Personnel Policies for further study and revision of any proposed policies or amendments to existing policies that are submitted to the Board for consideration.

The Superintendent may recommend any changes in personnel policies to the Board of Directors or to the personnel policies committee. Such recommendations shall become proposals if adopted by either the Board or the committee.

The School District shall file personnel policies and salary schedules with the State Board of Education as required by Act 170 of 1991.

Legal References: Ark.Stat.Ann. §§80-1256 to -1260; Ark.Act 840 of 1979;  
Act 224 of 1983; Act 687 of 1987; Act 170 of 1991; Act 902 of 1993; Act 1108 of 1993; Act 1187 of 1993; Act 931 of 1997;  
Act 103 of 1993

Date Revised: June 30, 2005

## **GOALS AND OBJECTIVES – PERSONNEL – GAA**

The primary purposes for employment of personnel in the District include the following:

1. To develop a respect for all human beings and the ability to live and work cooperatively.
2. To develop in the student the ability to express one's thoughts clearly, both written and oral, and to read and listen with understanding.
3. To develop an understanding of the rights and duties of the citizen of a democratic society by learning the duties and obligations of an individual in local, state and national affairs.
4. To create an awareness of the importance of the family in its relationship to the individual and society.
5. To encourage the student to use his/her leisure time well and budget it wisely.
6. To instill in the student moral and ethical values for life.
7. To develop in the students a desire to finish any worthwhile task.
8. To provide activities conducive to proper mental and physical welfare.

Legal References: None

Date Adopted: April 28, 2003

## **EMPLOYMENT CRITERIA – PERSONNEL – GAAC**

The Board of Education adheres to the policy that the selection, transfer, promotion, demotion, and dismissal of LICENSED personnel in the School District shall be made without regard to race, creed, color, national origin, religion, sex, age, handicap, or other similar personal distinction. The following objective and subjective criteria shall be used in selecting new LICENSED personnel and in transferring, promoting, demoting, and dismissing LICENSED personnel.

### **Instructional Personnel**

#### **A. Instructional Personnel**

1. Type of Certificate
2. Number of years of experience
  - a. In teaching professional
  - b. In the grade, subject or position which he/she is applying
  - c. In the system
3. Degree or degrees held (transcript required)
4. Endorsement in subject area
5. Number of hours beyond degree
6. Number of hours of voluntary participation in in-service training, workshops, seminars, etc.
7. Related occupational experience

#### **B. Administrative Personnel**

1. Number of years of administrative experience
  - a. In this District
  - b. In any other District
2. Classification of school in which experience was attained

### **Subjective Considerations**

- A. Past performances
- B. Ability
- C. Leadership
- D. Personality

The Board of Education shall establish procedures by subjective criteria will be implemented.

Legal References: U.S. Const. Amend.XIV.SS1; 42 U.S.C.\$2000e-1 to –17; U.S.C. §§ 1681 29 U.S.C. §§794; 29 U.S.C. 77 621.

Date Adopted: April 28, 2003

## **CRIMINAL BACKGROUND CHECKS OF PERSONS APPLYING FOR A LICENSE ISSUED – GAACA**

The Board of Directors of the School District shall report to the State Board of Education the name any person holding a license issued by the State Board of Education and currently by the district who has pleaded guilty, nolo contendere, or had been found guilty of a felony, who holds such license obtained by fraudulent means, who has intentionally compromised the validity or security of any student test or testing program administered or required by the State Department of Education, or who has knowingly submitted falsified information requested or required by the State Department of Education.

Willful failure of the district to report such information as required by this policy may result in sanctions imposed by the State Board of Education.

### **SECTION 1**

A. On and after July 1, 1997, each first time applicant for a license issued by the State Board of Education shall be required to apply to the Identification Bureau of the Arkansas State Police for a state and nationwide criminal records check, to be conducted by the Federal Bureau of Investigation. The check shall conform to the applicable federal standards and shall include the taking of fingerprints. Such applicant shall sign a release of information to the State Department of Education and shall be responsible to the Department of Arkansas State Police for the payment of any fee associated with the criminal records check at the time of license renewal. Funding for such fees shall come from the Public School Fund.

B. Upon completion of the criminal records check, the Identification Bureau of the Department of Arkansas State Police shall forward all information obtained concerning the applicant in the commission of any offense listed in subsection C of this policy to the Department of Education.

C. At the conclusion of any background check required by this policy, the Identification Bureau of the Department of Arkansas State Police shall promptly destroy the fingerprint card of the applicant.

D. The State Board of Education is authorized to issue a six-month nonrenewable letter of provisional eligibility for licensure to a first-time applicant pending the results of the criminal records check.

E. Upon receipt of information from the Identification Bureau of the Department of Arkansas State Police that the person holding such letter of provisional eligibility for licensure has pleaded guilty or nolo contendere to, or been found guilty of, any offense listed in subsection C of this policy, the State Board of Education shall immediately revoke the provisional eligibility.

F. No person shall be eligible to receive or hold a license issued by the State Board of Education if that person has pleaded guilty or nolo contendere, or been found guilty of any of the following offenses by a court in another state or of any similar offense by a federal court.

### **SECTION 2**

1. Capital murder as prohibited in 5-10-101.
2. Murder in the first and second degrees as prohibited in 5-10-102 and 5-10-103.
3. Manslaughter as prohibited in 5-10-104.

4. Battery in the first and second degrees as prohibited in 5-13-201 and 5-13-202
5. Aggravated assault as prohibited in 5-13-204.
6. Terroristic threatening in the first degree as prohibited in 5-13-301.
7. Kidnapping as prohibited in 5-11-102.
8. Rape and carnal abuse in the first and second degree as prohibited in 5-14-103 and 5-14-105.
9. Sexual abuse in the first and second degree as prohibited in 5-14-108 and 5-14-109.
10. Violation of a minor in the first degree and second degree, as prohibited in 5-14-108 and 5-14-109.
11. Incest, as prohibited in 5-25-202.
12. Engaging children in sexually explicit conduct for use in visual or print media, transportation of minors for prohibited sexual conduct, or use of a child or consent to use a child in a sexual performance by producing, directing, or promoting a sexual performance by a child as prohibited in 5-27-303, 5-25-305, 5-25-402, 5-27-403.
13. Distribution to minors, as prohibited in 5-64-406.
14. Manufacture, deliver, or possess with intent to manufacture or deliver any controlled substance as prohibited in 5-64-401.
15. Criminal attempt, criminal solicitation, or criminal conspiracy as prohibited in 5-3-201, 5-3-202, 5-3-301, and 5-3-401 to commit any of the offenses listed in this policy.
16. Carnal abuse in the third degree as prohibited 5-14-110.
17. Sexual solicitation of child, as prohibited in 5-14-110.
18. Endangering the welfare of a minor in the first degree as prohibited in 5-27-203.
19. Pandering or possessing visual or print medium depicting sexually explicit conduct involving a child, as prohibited in 5-27-304.
20. False imprisonment in the first degree, as prohibited in 5-11-103.
21. Permanent detention or restraint, as prohibited in 5-11-106.
22. Permitting child abuse, as prohibited in subdivision (a)(1) and (a)(3) of 5-27-221.
23. Negligent homicide, as prohibited in 5-10-105(a).
24. Assault in the first degree, as prohibited in 5-13-205.
25. Coercion, as prohibited in 5-13-208.
26. Sexual misconduct, as prohibited by 5-14-107.
27. Public sexual indecency, as prohibited by 5-14-111.
28. Indecent exposure, as prohibited by 5-14-112.
29. Endangering the welfare of a minor in the second degree, as prohibited by 5-27-204.

1. The provisions of subsection (c) of this policy, and those of §6-17-405 (a), may be waived by the State Board of Education upon request by:

- A. The Board of the local school districts;
- B. An affected applicant for licensure; or
- C. The person holding a license subject to revocation.

2. Circumstances for which waiver may be granted shall include, but not limited to the following:

- A. The age at which the crime was committed;
- B. The circumstances surrounding the crime;

- C. The length of time since the crime;
- D. Subsequent work history;
- E. Employment references;
- F. Character references; and
- G. Other evidence demonstrating the applicant does not pose a threat to the health or safety of school children or school personnel.

3. Any information received by the Department of Education from the Identification Bureau of the Department of Arkansas State Police pursuant to subsection A of this policy shall not be available for examination except by the affected applicant for licensure or his duly authorized representative, or no record, file or document shall be removed from the custody of the department.

4. Any information made available to the affected applicant for licensure or the person whose license is subject to revocation shall be information pertaining to that applicant only.

5. Rights of privilege and confidentiality established herein shall not extend to any document created for purposes other than this background check.

6. The State Board of Education shall adopt the necessary rules and regulations to fully implement the provisions of this policy.

### **SECTION 3**

Title 6, Chapter 17, Sub-Chapter 4 of the Arkansas Code Annotated is amended by adding a new section to read as follows:

§6-17-411. Criminal records check as a condition for initial employment of LICENSED personnel.

1. On and after the effective date of this policy, the Board of Directors of a local school district shall require, as a condition for initial employment by the district, any person holding a license issued by the State Board of Education and making such application to authorize release to the Department of Education the results of a state and nationwide criminal records check by the Identification Bureau of the Department of Arkansas State Police, which conforms to the applicable federal standards and includes the taking of the applicant's fingerprints.

2. Unless the employing School District Board of Directors has taken action to pay for the cost of criminal background checks required by this policy, the employment applicant shall be responsible to the Department of Arkansas State Police for the payment of any fee associated with the criminal records check.



3. At the conclusion of the criminal records check required by this policy, the Identification Bureau of the Department of Arkansas State Police shall promptly destroy the fingerprint card of the affected applicant.

4.

- A. Any information received by the Department of Education from the Identification Bureau of the Department of Arkansas State Police pursuant to this policy shall not be available for examination except by the affected applicant for employment or his duly authorized representative, and no record, file, or document shall be removed from the custody of the department.
- B. Any information made available to the affected applicant for employment shall be information pertaining to that applicant only.
- C. Rights or privileges and confidentiality established herein shall not extend to any document created for purposes other than this background check.
- D. The Department of Education shall promptly inform the Board of Directors of the local school district whether or not the affected applicant is eligible for employment as provided by subsection B of this policy.

5. No person holding a license by the State Board of Education shall be eligible for employment by a local school district if the results of the criminal records check released to the Department of Education by the applicant reveal that the applicant pleaded guilty or nolo contendere, or have been found guilty of any offense that will or may result in license revocation by the State Board of Education under 6-17-405 and 6-17-410.

6. Provided, however, that the Board of Directors of the local school district is authorized to offer provisional employment to the affected applicant pending receipt of eligibility information from the Department of Education.

## **SECTION 4**

Arkansas Code Annotated §6-17-407 is amended to read as follows:

§6-17-407. License revocation – Falsifying attendance records – Investigating allegations of employee misconduct.

1. The State Board of Education is directed to revoke the license of any person in this state who knowingly falsifies any attendance records kept by him/her that are used in computing the average daily attendance or an average daily membership of the school district in which the person is employed, and the State Board of Education is directed to revoke the license of any superintendent of schools who knowingly permits or requires any teacher to falsify such attendance records.

2. Any person or superintendent of schools whose license is revoked as provided in this policy shall not thereafter be eligible to receive a license to teach in this State.

3. The Superintendent of Schools shall be responsible for investigating and documenting allegations of criminal misconduct, which may be carried out by this designee, as delineated in §6-17-405, by a school district employee and involving a student or students. Such investigation may be conducted by the superintendent's designee.

4. If the superintendent finds no basis for allegations of criminal misconduct, he shall not be required to place any documents relative to such allegations or the subsequent investigation in the employee's personnel file.

5. Results of any such investigation shall not be available for examination except by the employee or his duly authorized representative or the office of the prosecuting attorney.

6. Failure to comply with the requirement of this policy shall be a Class C misdemeanor.

## **SECTION 5**

Employees, whether new or existing, who have a contract with or work for more than one school district in one (1) year shall be required to have only one criminal background check to satisfy the requirements of all employing school districts for that year.

Legal References: Act 1310 of 1995; Act 1313 of 1997

Date Adopted: April 28, 2003

## **AEA STAFF DEVELOPMENT SESSIONS – GADAB**

It shall be the policy of the Board of Directors that:

The School District shall permit a teacher the opportunity to attend instructional staff development sessions of the annual Arkansas Education Association (AEA) convention. Teachers may count up to two (2) days of six (6) hours each of attendances at the instructional professional development sessions of the annual AEA convention toward fulfillment of the five (5) days of staff development required by the Standards of Accreditation of Arkansas Public Schools, provided that the sessions have been LICENSED by the State Department of Education.

No provision of this policy shall be interpreted as authorizing a local school employee to refrain from attending meetings and workshops designed to implement restructuring mandated by Act 236 of 1991, codified at §6-15-001 et seq.

Legal References: Act 1151 of 1993

Date Adopted: April 28, 2003

## **IMMUNITY FROM CIVIL LIABILITY – GAEAA**

A. Teachers and other school personnel in this State shall be immune from any civil liability for communication information in good faith concerning drug abuse by any pupil to that pupil's parents.

B. Teachers, school counselors, school health care providers, and other school personnel shall be immune from any civil liability for providing counseling, referral, emergency medical care, or other assistance offered in good faith to suicidal students or other suicidal youth. "Suicidal" refers to a person who poses a substantial risk of physical harm to himself/herself as manifested by evidence of, threats of, or attempts at suicide or self-inflicted bodily harm, or by evidence of other behavior or thoughts that create a grave and imminent risk to his/her physical condition.

Legal References: Act 587 of 1991

Date Adopted: April 28, 2003

## **STAFF PARTICIPATION IN COMMUNITY ACTIVITIES – GAH**

(CF,KDA)

The Board urges the staff to participate constructively in community activities that have as their objectives the improvement of the general welfare of the community, state, and nation.

In their relationships with community groups, a conscientious effort should be made by staff members to make school life a part of community life, and to bring the community close to the schools. Teachers should endeavor to know the community and its influences on and opportunities with students.

The Board desires that all staff members will recognize their responsibilities to the community and will take active roles in the various cultural, civic and charitable projects.

Staff members are reminded that the community may view them as representatives of the school system. However, staff members will not claim to be official District representatives unless the Board or Superintendent has designated them.

Legal References: Ark.Stat.Ann. §§80-213,80-509.

Date Adopted: April 28, 2003

## **PERSONNEL-COMPLIMENTARY PASS – GAHA**

It shall be the policy of the Board that:

Complimentary passes to all home athletic events shall be given to each Board member and full-time employee. This pass is for the cardholder and one guest.

Legal References: None

Date Adopted: April 28, 2003

## **PUBLIC APPEARANCES – GAHC**

The Board of Education recognizes that an informed public can become an involved public in education. LICENSED personnel may be granted leave time to present educational issues to civic or community organizations.

LICENSED personnel who request this leave time will not receive a deduction in pay if prior arrangements have been made with and have been approved by the building principal.

Legal References: None

Date Adopted: April 28, 2003

## **SOLICITATIONS BY STAFF MEMBERS AND OF STAFF MEMBERS – GAIA**

The Board of Education prohibits any employee of the School District from directly or indirectly reaping personal profit or reward from the sale or purchase of goods or services to students in the School District or to parents of such students, except as provided by law.

Legal References: Ark.Stat.Ann. §§80-509, 80-539, 80-1909.

Date Adopted: April 28, 2003



## **SALESMAN AND SOLICITATIONS – GAIB**

All Salesman and solicitors desiring to visit the schools of this District shall secure permission in advance at the office of the Superintendent or principal. A teacher shall not be permitted to talk with salesman or any other person if this involves leaving a class or group unsupervised.

(See policy 6.3)

Date Adopted: April 28, 2003

## **SALARY DEDUCTIONS – GAL**

Except for payroll deductions required by the State and Federal government, all deductions made from salary shall be subject to Board approval. For all voluntary deductions, the employee shall complete the form authorizing the deduction and the specific amount. The Superintendent is authorized to establish reasonable cut-off dates for payroll deduction requests.

Legal References: Ark.Stat.Ann. §§80-1234, 80-1333, 80-1443, -6-127-805:

Revised: May 1988

Date Adopted: April 28, 2003

## **SUBSTITUTE TEACHERS – GBA**

### **LICENSED PERSONNEL**

Substitute teachers are paid a daily rate set by the Board; however, after a LICENSED teacher substitutes for more than twenty (20) consecutive days in the same position, the substitute will be paid at a regular teacher's salary based on the certification and experience of the substitute. This salary will start with the twenty-first (21) day the substitute works.

Legal References: None

Date Adopted:

Date Revised: 06-24-10

## **EXPENDITURE OF FUNDS – GBAA**

### **LICENSED PERSONNEL**

The Green Forest School Board hereby adopts the following policy:

Any increases in funds received by the District for the school year that are required to be paid to LICENSED personnel will be distributed equally by adding a step (increment) to the salary schedule; or the funds will be distributed unequally on a majority vote of the teachers and approved by the Board.

Legal References: None

Date Adopted: April 28, 2003

## **PROFESSIONAL STAFF POSITIONS – GBB**

All LICENSED staff positions are created only with the approval of the Board. It is the Board's intent to activate a sufficient number of positions to accomplish the School District's goals and objectives.

Before any new position is established, the Superintendent will present for the Board's approval, a job description for the position, which specifies the job holder's qualifications, the job performance responsibilities, and the method by which the performance of these responsibilities will be evaluated.

The Board also instructs the Superintendent to maintain a comprehensive and up-to-date set of job descriptions of all positions in the school system.

Legal References: None

Date Adopted: April 28, 2003

## **LICENSED PERSONNEL – GBBAA**

### **CERTIFICATION AND RE-CERTIFICATION**

It shall be the policy of the Board of Directors that:

1. All administrative, teaching, and other personnel, shall meet appropriate state licensure and renewal requirements.
2. Personnel holding a probationary license or any other such license which results in an accreditation violation may be used in emergencies only and may be replaced by a person not fully qualified for the position, unless appropriate documentation is provided to the State Department of Education describing effort to hire a qualified individual.
3. Licensure renewal in a subject area shall require intervening educational experience related to that subject area.
4. Licensure renewal for administrative and other personnel shall require appropriate intervening educational experience related to their responsibilities.
5. Issuance and revocation of a license shall be in accordance with Arkansas Statute and State Board of Education regulations promulgated for such action.
6. The state licensure system shall include a process designated to provide qualified individuals applying for a license an alternative to completion of a traditional teacher education program.

Legal References: Standards for Accreditation of Arkansas Public Schools, 1984.

Revised 1993.

Date Adopted: April 28, 2003

## **DUTIES OF PRINCIPALS – GBBAC**

The principal shall work directly under the Superintendent and shall be directly responsible to him/her for the administration of the individual school. More specifically, his/her duties shall be:

1. To direct, supervise and evaluate the total curricular program of his/her school.
2. To direct and evaluate the work of all assigned personnel.
3. To supervise and be responsible for the accounting of all funds received by the school unit.
4. To supervise the operation and maintenance of the buildings and grounds in cooperation with the Superintendent.
5. To supervise other school property assigned to his/her care.
6. To administer within the school all policies and administrative regulations.
7. To direct all child accounting for the assigned area.
8. To direct pupil welfare and desirable school-pupil-teacher-community relationships.
9. To work cooperatively with other administrative personnel and their programs.
10. To coordinate the activities of his/her school with the activities with other schools in the system.
11. To secure necessary substitutes for all school personnel from lists prepared by the Superintendent's office.
12. Be responsible for the discipline of all students, with authority to suspend students on a temporary basis. Students may be expelled subject to review by the Board of Education.
13. Be responsible for all student attendance, including admission of students after absence.
14. To be responsible for all students during school hours. (This means no child is to be released from school during school hours to anyone other than his/her parents or legal guardian.)
15. To keep the Superintendent continually informed in all areas of responsibility.
16. To perform other duties as assigned.

Legal References: None  
Date Adopted: April 28, 2003

### **RECRUITMENT – LICENSED PERSONNEL – GBC**

The Board recognizes the Superintendent of Schools as the chief executive officer of the Board, and places upon him the responsibility for recommending the appointment of personnel. Although the Superintendent may assign to others certain duties respecting the appraisal of the qualifications of candidates, the final decision concerning the recommendation of candidates shall be the responsibility of the Superintendent. All recruitment and hiring practices shall adhere strictly to applicable equal employment opportunity policies and regulations.

Legal References: Ark.Stat.Ann.§80-509

Date Adopted: April 28, 2003



## **SUPERVISION – LICENSED – GBH**

### PERSONNEL

The Board of Education is vested with general administration and supervision of the School District, actual supervision; administration and maintenance of the District are delegated to the Superintendent of Schools as the executive officer of the Board. At the discretion of the Superintendent, appropriate supervisory duties may be delegated to district staff members required.

### Teacher Liability

Each teacher directly responsible for all students within his/her classroom and student(s) he/she may have been assigned to supervise outside of the classroom. The courts have imposed a liability upon teachers who failed to exercise adequate supervision. Any hazard to safety, which can be guarded against by appropriate supervision, is the duty of the teacher. A teacher who leaves a class unsupervised may be considered negligent if some injury to a pupil results from lack of supervision. Absence from the classroom for a few minutes is not interpreted as negligence, if the teacher's absence is connected with the performance of duty.

The State Department of Education has been directed by the State legislature to negotiate for and procure a group or blanket policy or policies of insurance insuring each employee of a public school district who is required to hold a teaching certificate issued by the State Department of Education against civil liability for acts or omissions of each such employee, including civil liability for administering corporal punishment to students in the amount of one million dollars for each incident. However, criminal liability is not included.

Legal References: Ark.Stat.Ann. §80-213,80-509

Date Adopted: April 28, 2003

### **LINE OF AUTHORITY – GBHA**

All teachers and LICENSED personnel in the Green Forest Schools are directly responsible to the principal; the principal is directly responsible to the Superintendent; the Superintendent is directly responsible to the School Board; the School Board is directly responsible to the community.

In order to have an effective working relationship with all members of the school system, teacher should always observe the line of authority and go through the proper channels.

Legal References: None

Date Adopted: April 28, 2003

## **PROMOTION – GBJ**

The Board of Education shall consider and determine all promotions of employees based upon the recommendations of the Superintendent. All employees considered for promotion must possess the appropriate certification issued by the State Board of Education for said position.

Legal References: Ark.Stat.Ann. §§80-213, 80-509, 80-1234

Date Adopted: April 28, 2003

## **COBRA –PERSONNEL – GBNA**

### **CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT EMPLOYEE**

#### **ELIBILITY FOR CONTINUED HEALTH COVERAGE BENEFITS**

All employees, spouses, and dependent children may be eligible under certain conditions for continued health coverage if elected at the employee's expense, if that employee or their beneficiaries would otherwise lose coverage as a result of one of the following:

- A. Termination of a covered employee for reasons other than gross misconduct or reduction in hours of employment;
- B. Death of a covered employee;
- C. Divorce or legal separation of the covered employee;
- D. Cessation of a dependent child's status as a dependent.

Coverage may be continued for up to 18 months for the terminated employee, for up to thirty-six (36) months under any of the other applicable circumstances above. The District will notify any eligible employee or the spouse of a deceased employee within eleven (11) days of termination or death of their right to remain in the group insurance coverage. The employee or surviving spouse has sixty (60) days to elect coverage and forty-five (45) days after electing coverage to pay the full premium. In the event of a divorce or a dependent becoming ineligible due to age, the employee must notify the central office within thirty (30) days in order to continue coverage in the group.

An employee is ineligible for this continued coverage if they can be covered under Medicare, other group insurance programs, or if they fail to pay the premiums. The District has the right to charge up to 102% of the premium rate to cover administrative expenses.

#### **Legal References:**

Consolidated Omnibus Budget Reconciliation Act

Date Adopted: April 28, 2003

## **RESIGNATION – GBO**

During the period of the employment contract or within the ten (10) days after the end of the school year, a teacher may deliver or mail by registered mail to the Board his or her resignation as a teacher.

If a teacher accepts employment in another District in a position requiring a teaching certificate, without properly notifying the Board, the Board may request the State Board of Education to revoke or suspend the certificate of the teacher for the remainder of the contract period.

Legal References: None

Date Adopted: April 28, 2003

## **RE-EMPLOYMENT OF LICENSED PERSONNEL – GBP**

A professional employee of the school district shall be considered re-employed unless he/she is notified of the cancellation or non-renewal of his/her contract during the period of such contract or no later than May 1<sup>st</sup> of the current school year.

All offers to renew annual contracts shall expire if not accepted in writing (properly signed) and returned to the superintendent's office no later than thirty (30) days after the contract is issued to the teacher. The teacher shall have the right to unilaterally rescind any signed contract no later than ten (10) days after the end of the school year.

Legal References: Ark.Stat.Ann. §80-1304;AR., Act 766 of 1979, Act 936 of 1983,  
Act 1247 of 1997

Date Adopted: 4-20-98

## **RETIREMENT BENEFITS – GBQA**

a) The membership system shall include the following persons:

1) All teachers who last began service before July 1, 1971, in accordance with provisions in force before July 1, 1971;

2) All teachers who last began service on or before July 1, 1989, and whose non-teaching service is not covered by another retirement plan similar in purpose to the system, except social security; and

3) (A) All non-teachers who began non-teaching service on or after July 1, 1989, and whose non-teaching service is not covered by another retirement plan similar in purpose to the system, except social security.

(B) All non-teachers who began non-teaching service before July 1, 1989, whose non-teaching service is covered or coverable by the Arkansas Public Employees Retirement System for all non-teaching service, both past and future.

(C) Those non-teachers who began non-teaching service before July 1, 1989, shall be considered members of a closed system to be administered by the Arkansas Public Employees Retirement System.

(D) The employer contribution rate for this closed system shall be established at a rate necessary to fund all present and future liabilities until such time as there are no longer members, retirants, or deferred annuitants.

b) 1) A person who has excluded himself from membership before July 1, 1991, may rescind the exclusion by filing with the system a membership data form.

2) The rescission shall be effective July 2 of the fiscal year in which it is exercised.

3) At the direction of the person, the membership may be prospective only, or both prospective and retroactive.

4) For the membership to be retroactive, the member must pay the system both the member contributions and the employer contributions, which would have been paid to the system, had there been no exclusion, plus regular interest from the dates the contributions would normally have been received by the system to the date of actual payment.

c) In any case of question as the system membership status of any person, the Board shall have the final power to decide the question.

- d) Membership in the system shall be a condition of employment in accordance with the subsections (a)-(c) of this section and shall not be subject to election by individual employees.

Legal References: Act 314 of 1987; Amended 1989, NO.652&4; 1989, No. 653 & 2; 1991, No. 43 & 3.

Date Adopted: April 28, 2003



## **RETIREMENT/DEATH DURING EMPLOYMENT BENEFITS – GBQAA**

### **UNUSED LEAVE**

It shall be the policy of the Green Forest School System to compensate employees for all unused accumulated leave days. The following conditions, qualifications, and restrictions shall apply upon retiring or death during employment.

1. Retirement from the system shall mean that an employee has filed for and been granted retirement from the Arkansas Teachers Retirement System. Also, the employee would no longer be employed by the Green Forest School System in a position covered by Arkansas Teacher Retirement.
2. The retiring employee will be eligible for compensation only for those days accumulated while employed by the Green Forest School. Days transferred into the system will not be considered.
3. The amount of compensation for all certified personnel shall be equal to the current daily non-certified substitute teacher's salary pay for each day of accumulated days.
4. The amount of compensation for all eligible non-certified personnel shall be equal to the current daily non-certified substitute teacher's salary pay for each day of accumulated leave days.
5. The amount of compensation shall not exceed the maximum number of accumulated days of leave allowed by the Green Forest School as stated in the Green Forest School policy.

Date Adopted: 04.28.03

Revised: 07.01.16

## **LUMPSUM DEATH BENEFIT – GBQAAA**

1. If an active member of the Arkansas Teacher Retirement System with five (5) or more years of credited service, including credited service for the year immediately preceding his death, dies in employer service before retirement, then a lump sum up to seven thousand five hundred dollars (\$7,500) shall be paid in the following statutory succession: spouse, children, parents, estate.
2. If the member has only non-contributory credited service then the lump sum shall be up to five thousand dollars (\$5,000).
3. If upon his/her death, the member had a mixture of credited service both contributory and non-contributory, the lump sum will be prorated according to the relationship between his non-contributory credited service and his total credited service.
4. Upon the death of retirant whose annuity is paid by the Arkansas Teacher Retirement System, a lump sum of up to seven thousand five hundred dollars (\$7,500) shall be paid in the following statutory succession: spouse, children, parents, estate.
5. If the retirant had only non-contributory credited service, then the lump sum shall be up to five thousand dollars (\$5,000).
6. If upon his death, the retirant has a mixture of credited service with both contributory and non-contributory, the lump sum will be prorated according to the relationship between his non-contributory credited service and his/her total credited service.
7. The exact amount of lump sum payments shall be set annually by rules and regulations of the Board of Trustees of the Teacher Retirement System as it determines is actuarially appropriate for the system. The Board of Trustees of the Arkansas Teacher Retirement System is authorized by the policy to set the level of those benefits to the current members and retirants where the ratio between the contributory and non-contributory benefits are maintained at a three to two (3.2) ratio and to a level to match the benefits that the Board of Trustees finds are appropriate for the actuarial soundness of the system.
8. No benefit enhancement provided for by this policy shall be implemented if it would cause the publicly supported retirement system's unfunded actuarial accrued liabilities to exceed a thirty (30) year amortization. No benefit enhancement provided for by this policy shall be implemented by any publicly supported system which has unfunded actuarial accrued liabilities being amortized over a period exceeding thirty (30) years until the unfunded actuarial accrued liability is reduced to a level less than the standards prescribed by §24-1-101 et seq.
9. The Board of Trustees shall implement this benefit provision for lump sum payments by either making the lump sum payments directly from the system or by purchasing a group life insurance policy for the benefit of system members, whichever is the most cost effective.

## **Legal References: Act 1022 of 1997**

Date Adopted: April 28, 2003

### **PERSONNEL – FELONIES ACTS – GBRAF**

#### **LAWS PERTAINING TO TEACHERS & STUDENTS**

#### **PRINCIPALS TO REPORT POSSIBLE STUDENTS WHO MAY HAVE COMMITTED FELONIES TO LOCAL LAW ENFORCEMENT**

All principals of the Green Forest School District shall report incidents that may constitute felonies to local law enforcement agencies for an investigation and to this Board for adjudication. A principal shall make such a report when he/she has direct knowledge or has received information leading to a reasonable belief that a student has committed a felony on school property, a felony while under school supervision or a violent criminal act against a teacher, principal, employee or student. The principal shall immediately report the incident to the superintendent of the school.

#### **GUIDELINES FOR COMPLIANCE WITH ACT 888 OF 1995 AND ACT 1243 OF 1997**

All principals must report an incident to local law enforcement for investigation and to the Board of adjudication when:

1. Direct knowledge, OR has received information leading to a reasonable belief that a student has committed:
  - a) a felony on school property; OR
  - b) a felony while under school supervision; OR
  - c) a violent criminal act against a teacher, principal, employee or student.

#### **INCIDENTS THAT MUST BE REPORTED**

Crimes against persons:

Report the incident when the result of a student's conduct is believed to be:

1. death, capital murder, first degree murder, manslaughter, deprivation of liberty of another (kidnapping, first degree false imprisonment)
2. physical injury to another (first & second degree battery)
3. others were put at risk of death or serious physical injury (agg., assault)

### Crimes against property:

Report the incident when it is believed that:

1. property was taken by deception or theft and value of property was over \$200 (theft)
2. property was taken by threat or by force (theft, robbery)
3. the property taken was a credit card (theft)
4. a fire was started (arson and lesser offences)
5. a student remained in school building to commit a crime (burglary)
6. a student broke into the school building to commit a crime (burglary)
7. a student broke into building, structure, vehicle or object containing money or products (breaking and entering)

### Sex Offenses:

Report the incident if sexual contact is believed to have occurred:

1. by force (rape)
2. victim was under age 14 (rape, lesser offenses)
3. victim was unable to consent because of mental defect or mental incapacity or because he or she is physically helpless (rape, lesser offenses)

### Drug Offenses:

Report the incident if a student is believed to possess:

1. drugs or controlled substances
2. drug paraphernalia

### Weapons Offenses:

Report the incident if a student is believed to possess:

1. a bomb
2. a firearm

3. metal knuckles or similar device.

#### **NOTE**

A principal has no discretion whatsoever. If a principal has reason to believe that an incident has occurred that satisfies the guidelines above, the incident must be reported, regardless of age of the student or other mitigating factors. A principal who fails to report a felony is subject to criminal prosecuting for that failure.

Possible defenses to criminal should not be considered (self-defense, et.)

Do not attempt to distinguish between degrees of involvement when several students are involved. All students who may have participated in or planned an incident should be reported to local law enforcement.

Do not attempt to distinguish between attempt and a complete crime. A student who has taken substantial steps toward committing a crime described above may have committed a felony and should be reported to local law enforcement.

Whenever a law enforcement officer receives a report of an incident, that officer shall immediately report the incident to the office of the prosecuting attorney.

The prosecuting attorney shall immediately initiate an investigation of the incident.

The investigation shall be conducted with a reasonable haste and, upon completion; the prosecuting attorney shall implement the appropriate course of action.

Any person who purposely fails to report as required by this policy shall be guilty of a Class C misdemeanor.

The State Board of Education shall promulgate rules and regulations to ensure uniform compliance with the requirements of this law and shall consult with the Office of the Attorney General concerning the development of these rules and regulations.

Legal References: Act 888 of 1995; Act 1243 of 1997

Date Adopted: April 28, 2003

## **LICENSED STAFF WORKLOAD – GBRC**

### **(TEACHERS)**

The Board shall hold the administration responsible for the equitable distribution of work among the members of staff. As a general pattern, teachers shall teach no more than six periods where a secondary school day consists of seven periods.

Teachers who work part-time will be contracted for partial salaries only. (Example: A teacher who is contracted for a lesser number of periods than that which constitutes a normal schedule, will have his/her salary set at the percentage that he/she works. Four periods would be 4/6 of regular salary scale for high school teacher.)

The teacher-pupil ratio shall be within that required by the State Department of Education.

Legal References: Ark.Stat Quality Education Act 445 of 1983; Act 558 of 1987.

Date Adopted: April 28, 2003

## **EMPLOYEES ON EXTENDED – GBRCA**

### **CONTRACTS**

It is the duty and responsibility of employees on extended contracts to make prior arrangements with their immediate supervisor to fulfill the obligations of their contract. The immediate supervisor will then submit the request to the Superintendent for final approval. Arrangements must be made in writing and kept on file in the supervisor's office.

Date Adopted: June 30, 2005

## **LICENSED PERSONNEL LEAVES & ABSENCES – GBRH**

1. If a teacher is required to be absent from school as a representative of the school on school business, there shall be not deduction from the teacher's salary.
2. If a teacher is absent from school as a representative of a school-sponsored organization, there shall be no deduction from the teacher's salary.
3. All professional leave shall be approved in advance by the principal.

Legal References: Ark.Stat.Ann. §§80-598,80-1218

Date Adopted: April 28, 2003



## **CONFERENCES AND VISITATIONS - GBRHB**

LICENSED staff of the Green Forest Public Schools are encouraged to participate in in-service activities through attendance at conferences and visitations relating to their teaching assignments.

A teacher wishing to be excused from school to attend a professional convention or conference must make such request to his or her principal.

If the request complies with the following regulations, the principal may approve it and forward it to the office of the Superintendent at least two weeks prior to the time of the convention. The teacher and principal shall then be notified of the Superintendent's approval or disapproval.

Travel and/or other expenses may be borne by the District at the discretion of the Superintendent, subject to budget limitations for employing substitutes and reimbursement for travel, meals, and lodging.

Professional leave may be authorized and expenses paid by the District under any of the following conditions.

1. Attendance at conferences, educational meetings and State Department of Education committee meetings as a representative of the School District.
2. Visitations planned by principals and/or the Superintendent to observe programs, practices, materials or equipment.
3. Attendance at national or state conventions by an employee who is a national or state officer of a professional organization, or who is to appear on the program of such a convention.

Employees other than those selected as official representatives may be allowed to attend recognized educational meetings and conferences in their field with no loss of salary but without allowance for expense.

Excused absences may be allowed for attendance at professional meetings not directly related to an employee's teaching field when so specified by the principal and Superintendent. However, the salary of the excused teachers substitute shall be deducted from his/her salary and no expenses shall be paid.

No teacher should request to be absent from his/her classroom or related duties for more than three (3) days in one school year.

These regulations do not pertain to teachers accompanying students attending contests or conventions.

Legal References: None

Date Adopted: April 28, 2003

### **EXCHANGE TEACHING - GBRHC**

The term “exchange teacher” applies both to teachers from foreign countries and to teachers from other American communities who come to our community on a direct exchange formally approved by the Superintendent. Official arrangements will include assurances that the teacher is properly LICENSED and qualified for work in the District schools.

Teachers may apply for and be granted a 12-month leave of absence to permit them to teach in schools in foreign countries. Teachers on leave for this purpose may also request and be granted assignment. Upon returning to the District school system, the teacher will not ordinarily be granted another leave of absence for this same purpose until five additional years of teaching in the District schools is completed.

Legal References: None

Date Adopted: April 28, 2003

## **TEACHER LEAVE OF ABSENCE POLICY – GBRIAA**

Teachers may be granted a leave of absence, without pay, by the Board of Education under the following conditions:

1. A leave of absence may be granted for health reasons if it can be shown that rest and recuperation will contribute to his/her welfare.
2. Leaves may be granted for not less than one (1) semester nor more than (2) semesters at any one time.
3. To be eligible for a leave of absence, the teacher must have completed three years of continuous satisfactory service in the Green Forest School District and be recommended for employment for the following year.
4. Applications for a leave of absence must be in writing and addressed to the Green Forest Board of Education and filed with the Superintendent's office. The request should state clearly the details under which the leave is to be granted and submitted one month before leave shall take effect.
5. Grants of leave of absence shall be in writing.
6. When a leave of absence has been granted to the end of a scholastic year, the teacher must notify the Superintendent by March 1 of his/her intention to resume work at the beginning of the next scholastic year or by November 1 to resume work at the beginning of the second semester. Failure to notify the Superintendent of intentions to resume work as indicated shall be considered resignation.
7. The School District will make every effort to re-employ the teacher in his/her (1) same position as previously held (2) a similar position (3) a new area for which the teacher is LICENSED.
8. A teacher on leave of absence for health reasons must submit a written statement from his/her doctor that he/she is physically able to perform all teaching duties upon return.
9. All benefits, to which a teacher was entitled at the time his/her leave of absence commenced, will be restored to him/her upon his/her return.

Legal References: None

Date Adopted: April 28, 2003

## **ILLNESS – GBRIB**

### **LICENSED SICK LEAVE**

1. Sick leave shall be defined as leave granted because of personal illness or illness in the immediate family. Immediate family includes – Grandmother, Grandfather, Father, Mother, Wife, Husband, Son, Son-in-law, Daughter, Daughter-in-law, Brother, and Sister of an employee or spouse.
2. Employees shall be granted a total of one (1) sick day per contract month for which there shall be no deduction from an employee's salary.
3. In the event an employee does not use all the days allotted for sick leave in any school year, such sick leave shall accumulate at the rate of one (1) sick day per contract month per year for a maximum of 120 days sick leave.
4. In the event that a teacher uses all the cumulative sick leave for illness and is still unable to return to work he/she will be placed on extended leave and the following deductions shall be made from the teacher's salary.

Any additional school days of absence – all of teacher's salary for absence period.

Legal References: Act 818 of 1989.

Date Adopted: April 28, 2003

## **EDUCATIONAL IMPLICATIONS OF HEALTH NEEDS OF STUDENTS – GBRIBAA**

(Cf. GBRGA. IDAA. JGCC)

### **INCLUDING AIDS (AQUIREDAQUIRED IMMUNE DEFICIENCY SYNDROME)**

#### **PERSONNEL**

A. All employees who are infected with AIDS will continue their employment and regular assignment in conformance with the Americans with Disabilities Act.

#### **B. Information about AIDS and Other Communicable Diseases to School Personnel**

- a. In-service to all personnel will be provided by appropriate HIV/AIDS trained personnel who may seek information and resources from community, public and private health providers. Such in-service may include a discussion of prevention, and community resources for referral and information. Periodic updates will be provided through additional in-service or memoranda.
- b. School personnel will have specific instruction about the risks of communicable diseases, such as AIDS and hepatitis, incorporated into instruction on substance abuse and use.

## **II. CURRICULUM AND INSTRUCTION**

a. Students in junior and senior high school will receive specific instruction in sexual health and responsibility including information on anatomy and physiology; rights and responsibilities of individuals to make personal choices in behavior and relationships; respect for the choices of individuals; and specific information about sexually transmitted diseases, including AIDS and including prevention and access to community resources.

b. Students in early childhoods, primary and intermediate grades will receive instruction in sexual health and responsibility including age-appropriate information about anatomy and physiology, rights and responsibilities of individuals to make personal choices in behavior and relationships; and specific information about sexually transmitted disease; including AIDS, to answer questions and concerns arising from media focuses and community response to issues.

c.Green Forest Board of Education will review the District curriculum in sexual health and responsibility to ensure appropriate content, support effective instruction strategies offer community expertise to teachers and school nurses and provide learning experiences for students as appropriate.

#### B. Substance Use and Abuse

Students in junior and senior high will receive instruction on how HIV may be transmitted through the sharing of drug needles and syringes. Also, instruction will be provided as to how drugs may decrease inhibitions and lower the effectiveness of the immune system.

#### C. Equity Education

Learners of all ages will review concepts of the rights of individuals, including privacy rights, tolerance of differences in lifestyles, and how fear and lack of information can lead to prejudice and other forms of discrimination minimizing the rights of individuals. These may be addressed through discussion of Section 504 of the Rehabilitation Act of 1973. AIDS and other communicable diseases will be one of the issues included.

### III. STUDENTS

#### A. Privacy Rights

The District protects the privacy rights of learners of all ages. Therefore, knowledge that a student has a communicable disease, but does not pose a risk to other students or the educational staff in the school setting, such as being infected with the AIDS virus, will be confined to those persons with a direct need to know (e.g., principal, school nurse, primary teacher.)

#### B. Student Health and Welfare

a.) Communicable Diseases. The Infectious Disease Guidelines, which were adopted by the Arkansas Department of Education, will be followed. When Green Forest School District has an HIV positive student enrolled, the following guidelines will be followed:

1. The School Superintendent will notify the Director of the Arkansas Department of Education before any action is taken by local school district.
2. The Director of Arkansas Department of Education notifies the chair of the Arkansas AIDS Advisory Board. The Director will give all pertinent information to the chair.
3. The chair of the AIDS Advisory Board will convene the Board, which consists of members from the Arkansas Department of Education, Arkansas Department of Health, medical representatives.
4. The Advisory Board will interact directly with the local school administrators to develop a plan of action, which maintains confidentiality.

b) Students with special health problems may be considered handicapped under Section 504 of the Rehabilitation Act of 1973. As such they are protected against discrimination and entitled to a free public

education, which would include identification of health problems, which impact learning, implementation of an individualized education plan and primary health care provider.

Legal References: Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973  
Adopted: April 28, 2003

## **LICENSED PERSONNEL-MILITARY - GBRID**

### **LEAVE**

A teacher or administrator who is a member of the Arkansas National Guard or reserved branches of the Armed Forces, will be granted leave at a rate of fifteen (15) days in any one calendar year, plus necessary travel time for annual training requirement time. If leave is not used in a calendar year, it will accumulate in the succeeding calendar year until it totals fifteen (15) days in any one calendar year. Leave will be granted without loss of pay in addition to regular vacation time. The teacher or administrator will be responsible for paying the cost of any substitute employed in the teacher or administrator's absence.

An employee who is drafted or called to active duty in the Armed Forces or who volunteers for military service or who enlists or re-enlists for additional terms of military duty shall be placed on extended leave without pay or upon application, in ninety (90) days after his/her release, shall be reinstated to the position vacated or its equivalent with no loss of seniority or any other benefits or privileges of employment.

Personnel called to duty in emergency situations by the Governor or President, shall be granted leave with pay not to exceed thirty (30) working days after which leave without pay will be granted. This leave is in addition to regular vacation time.

Legal References: Act 586 of 1989; REVISED: June 27, 1989; Act 673 of 1991.

Date Adopted: April 28, 2003  
Last Revised: 08-18-08

## **TO GRANT ACCRUED BENEFITS TO - GBRIDA**

### **MEMBERS OF THE TEACHER RETIREMENT SYSTEM WHO LEAVE EMPLOYMENT TO SERVE IN THE UNIFORMED SERVICES OF THE UNITED STATES**

- A. In the event an active member enters the armed forces of the United States during any period of compulsory military service, the armed service actually required to him/her shall be credited him/her as service under this policy, but only if he/she returns to the system the amount, if any, he/she may have received there from at the time he/she entered or while in the armed service, together with regular interest from the date of withdrawal to the date of repayment.
- B. During the period of armed service and until his/her return as an employee, his/her contributions to the system shall be suspended, and any balance remaining to his/her credit in the member's deposit account shall be accumulated at regular interest.
- C. A person who entered the armed forces and who was not an active member at the time of entry shall have the armed service actually required of him/her credited as service under this policy if he/she satisfies all of the following conditions:
1. He/she completes ten (10) years of credited service in Arkansas; and
  2. The armed service is not credited as service under any other retirement plan except social security. Receipt of a disability pension from the federal military system shall not be considered as having service credit with another retirement plan.
- D. If mandated by federal law prior to December 12, 1994, armed service not otherwise creditable under the provisions of this policy shall be creditable, provided the member pays both the employee and employer contributions required by the system, plus interest from the date of discharge from active duty unit paid in full.
- E.
1. Effective December 12, 1994, a member who leaves employment with the school to serve, on a voluntary or involuntary basis, in the uniformed services of the United States, and returns to employment with the school, shall be treated as not have incurred a break in service with the school district. The school district shall certify to the System that re-employment was in accordance with the requirements set forth in Section 4312 of P.L. 103-353, the uniformed Services Employment and Re-Employment Act of 1994.



2. Under this policy, uniformed services of the United States is limited to the Armed Forces, the Army and the National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard Duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in the time of war or emergency.
3. The cumulative length of absence from a position of employment with the school district by reason of service in the uniformed services shall not exceed five (5) years.
4. A member of re-employed under this policy shall be entitled to accrue benefits for the time he/she served in the uniformed services by paying the employee contributions set forth in Arkansas code §24-7-406.
5. An employer re-employing a member under this policy shall pay to the system the school contributions due for the time the member served in the uniformed services and shall be that required by Arkansas code §24-3-103, however, should a member not pay the employee contributions due, then no contributions shall be due.
6. For the purposes of determining the employee and employer contributions due, the member's compensation during the period of service in the uniformed services shall be computed at:
  - A. The rate the member would have received has he/she not served in the uniformed services: or
  - B. The member's average compensation level during the twelve (12) month period, or shorter, if applicable, immediately preceding the service.
7. If both employee and employer contributions are not paid, the member shall not be entitled to any accrued benefits for the time served in the uniformed services.
- F. In no event shall a person be credited with a total of more than five (5) years of armed service, except that service credited under subsection E of this section shall be in addition to that amount.
- G. In any case of doubt as to the period of the armed service to be credited a member; the board shall have the power to determine the period.
- H. The provisions of this policy shall be effective from and after December 12, 1994 and shall be retroactive to that date.

Legal References: Act 739 of 1997

Date Adopted: April 28, 2003

## **TO ALLOW MEMBERS OF THE TEACHER - GBRIDAA**

### **RETIREMENT SYSTEM WHO ARE DRAFTED INTO THE MILITARY TO RECEIVE CREDIT TO VEST IN THE T.R.S. SYSTEM**

A. In the event an active member enters the armed forces of the United States during any period of compulsory military service, the armed service actually required of him/her shall be credited him/her as service under this policy, but only if he/she returns to the system the amount, if any, he/she may have received therefrom at the time he entered or while in the armed service, together with regular interest from the date of withdrawal to the date of repayment. In addition, an active member who entered the armed forces of the United States during any period of compulsory military service and who returns as an employee within one (1) year upon his/her return from armed service shall be eligible to receive service credit for the time of his/her armed service, even if he/she does not complete a total of ten (10) years of credited service in Arkansas.

B. During the period of armed service and until his/her return as an employee, his/her contributions to the system shall be suspended, and any balance remaining to his/her credit in the member's deposit account shall be accumulated at regular interest.

C. A person who entered the armed forces and who was not an active member at the time of entry shall have the armed service actually required of him/her credited as service under this sub-chapter if he/she satisfies all of the following conditions:

1. He completes ten (10) years of credited service for service in Arkansas, and
2. The armed service is not credited as service under any other retirement plan except social security. Receipt of a disability pension from the federal military system shall not be considered as having service credit with another retirement plan.

D. If mandated by federal law, armed service not otherwise creditable under the provisions of this policy shall be creditable, provided the member pays both the employee and employer contributions required by the system, plus regular interest from the date of discharge from active duty until paid in full.

E. In no event shall a person be credited with a total of more than five (5) years of armed service.

F. In any case of doubt as to the period of the armed service to be credited a member; the board shall have the power to determine the period.

Legal References: Act 1068 of 1997

Date Adopted: April 28, 2003

## **BEREAVEMENT – GBRIF**

### **BEREAVEMENT LEAVE**

1. Each employee beginning the fall academic school term is given an automatic three-day bereavement leave to apply to the death of a relative or an individual that is near and dear to an employee or spouse.
2. For death of an employee's immediate family member including mother, father, child, stepchild, spouse, in-laws, grandparents or other family member living in the employee's household the District will grant two (2) extra days bereavement leave for a maximum of five (5) days bereavement leave per school year.
3. Bereavement leave may not be accumulated over a period of years and such leave shall be effective at the beginning of every fall academic school year.

Legal References: None

Date Adopted: April 28, 2003

Date Revised: April 20, 2009

## **EMPLOYEE SICK LEAVE BANK - GBRIGA**

### **I. Definition**

- A. A voluntary sick leave bank (SLB) may be established for full time employees.
- B. Each employee will contribute three days of sick leave to the bank during his or her first year of participation. Each participating employee will contribute one day of sick leave to the bank each year thereafter; unless the number of days contributed by new enrollees enables the bank to reach the maximum 350 days required. The deadline for SLB enrollment will be by October 10th of each year. Eligible employees declining to become participants in bank will be eligible for participation the next succeeding year and will be offered again in 2016-2017 school year by October 10<sup>th</sup> and every five (5) years thereafter.
- C. This bank is for protection of participating employees during a long-term disability of the employee, spouse, children, and parents causing an absence from duties, but not until after an employee's accumulated sick leave has been exhausted.
- D. Employees who begin work after the October 10th deadline but before the next regular school year shall have two opportunities to join the SLB.

### **II. Contribution of Days**

- A. Prior to October 10th of each year, employees will contribute one day of their sick leave allowance to a SLB. Each employee wishing to make a contribution to the bank shall do so on a SLB form submitted to the SLB chairperson or committee member.
- B. At the beginning of each school year, each employee who is not already a member of the SLB will be given the opportunity to join with exception of members who have declined to renew two consecutive years. **Employees that have declined for two consecutive years will be offered to join in the 2016-2017 school year by October 10<sup>th</sup> and every five years thereafter.**
- C. In the event the SLB should be depleted to 25 days in a given year, the SLB committee shall have the power to waive the October 10th deadline and ask the members for voluntary contribution of days in order to alleviate the shortage.
- D. SLB days shall not be granted to extend or apply to maternity leave.
- E. The number of days added to the sick leave bank that would be donated by a person leaving the teaching profession or the state will be determined by the Sick Leave Bank Committee not to exceed five (5) days.

### **III. Operating Committee**

A. A seven-member committee shall oversee the administration of the SLB with the assistance of the Superintendent. The committee shall be comprised of two (2) teachers from each campus who have contributed to the SLB, and one (1) person appointed by the Board. Their terms of office shall be two (2) years. The alternate-term committee members will hold annual elections. The chairperson and a secretary shall be elected from the seven members. The committee shall decide on requests based on the committee's rules of operation.

B. The SLB committee shall be responsible for the proper maintenance and development of records and report forms. The committee shall work closely with the administration in administering the SLB days.

C. The SLB committee shall have the authority to set a maximum number of days, which will be stored in the SLB. The committee may also discontinue the annual contribution by the SLB members when the total number of days reaches this maximum. The initial contribution by new members would still be required.

### **IV. Operating Guidelines**

A. The SLB committee shall administer the bank according to the following rules:

1. Employees who have made contributions to the bank may make withdrawals from the bank.
2. The SLB days may be used only upon exhaustion of the bank member's accumulated sick leave, personal days, and paid vacation days for 12 month employees. Any employee receiving workmen's compensation benefits would be ineligible for SLB days as long as they were receiving workmen's compensation benefits.
3. SLB days will be granted only in case of a sudden or unexpected situation that calls for action without delay caused by a serious illness or serious accident pertaining to a SLB member, spouse, children, and parents.
4. Request for SLB days will be made on a SLB request form submitted to the chairperson or member of the SLB committee. A physician must sign the form. If further information is required, an applicant may be requested to submit a clarification form. In case of emergency, requests may be made to a SLB committee member by phone, with the proper form submitted within two (2) days of return to work. Any request exceeding ten (10) days may require a hearing before the SLB committee.
5. Sick leave grants made from the bank shall be of no more than ten consecutive school days for the individual applicant. No applicant shall be eligible for more than three grants a year (a total of thirty days). No partial days will be granted.
6. In cases where the SLB committee denies a request for use of SLB days, the applicant may appeal the decision to the School Board. The denial of any request shall be in writing.

7. If any sick leave days granted to an employee by the SLB are not used for the specific illness, which is approved, then these days will be lost by the employee and returned to the SLB. There will be no carry over days allowed to anyone who has been granted SLB days. The days will not be used as additional sick days, which are allowed to be carried forward from year to year.
8. An annual account of SLB usage to all members will include the names of recipients and the number of days issued.
9. Employees drawing from the bank are not required to replace these days except as a regular contributing member of the bank. An employee resigning, retiring, withdrawing from membership in the bank, or declining to make continued contributions as required will not be able to withdraw previously contributed days.
10. Days in the bank will be withdrawn on a first-come, first-serve basis and if the total days in the bank are exhausted in any year, use of the bank is ended for that year. Unused days in the bank will be carried over to the next succeeding school year.

Date Adopted: June 30, 2005

Last Revised: 04.18.16

## **PROFESSIONAL RESEARCH AND PUBLISHING - GBT**

The Board considers that the school district has proprietary rights to publications, instructional materials, and devices prepared by district employees during their paid work time. However, the Board also recognizes that importance of encouraging its professionals writing, research, and other creative endeavors.

When original materials are developed by employees or staff committees during work time, or as part of regular or special assignments for which they are paid, the district will have sole rights in matters of publication or reproduction. However, the district will clearly recognize and note the identity of the employee(s) who created the materials.

In situations where the proprietary rights to materials is in doubt - as for example, when original instructional materials have been developed partially during working time or as part of a paid assignment and partially during the staff member's own time, arrangements will be made for the appropriate assignment of rights and any profits.

However, a staff member may use his/her background of knowledge of District programs and operations in professional writing of any type, without the Board claiming any rights to the materials or authority to approve them prior to publication, except that articles purporting to represent district policy will be cleared by the Superintendent who may, if the subject warrants, seek Board clearance.

Legal References: None

Date Adopted: April 28, 2003

## **STAFF ETHICS – GBU**

An effective educational program requires the services of men and women of integrity, high ideals, and human understanding. All district employees are expected to maintain high standards in their school relationships. These standards include the following:

1. The maintenance of just and courteous relationships with students, parents, staff members and others.
2. The maintenance of their own efficiency and knowledge of the developments in their fields of work.
3. The transactions of all official business with the properly designated authorities of the school system.
4. The establishment of friendly and intelligent cooperation between the community and the school system.
5. The placement of the welfare of children as the first concern of the school system, which will require that appointments to positions and promotions be based solely on merit. The use of pressure on school officials for appointment or promotion is unethical.
6. Restraint from using school contacts and privileges to promote partisan politics, sectarian religious views, or selfish propaganda of any kind.
7. Directing any criticism of other staff members or of any department of the school system toward the improvement of the school system. Such constructive criticism is to be made directly to the particular school administrator who has the administrative authority to improve the situation and then to the Superintendent, if necessary.
8. The proper use and protection of all school properties, equipment, and materials.
  - a. In order to protect the health, welfare, and safety of students, no school employee will dispense or in any way transfer possessions of alcohol or any drug while on school premises, including school vehicles, or at any school-planned activity. Further, no school employee will be under the influence of alcohol or possess or be under the influence of any illegal drug while on school premises, including school vehicles, or at any school-planned activity. Violation of this policy provision will result in suspension or dismissal of the employee.



Legal Reference: None  
Date Adopted: April 28, 2003

## **STAFF JOB ACTIONS - GBUA**

It is the intent of the Board to ensure that district education programs function without interruption. For this reason it will seek to ensure that contracts which are in force with the district are fulfilled. As much or as little recourse will be entered into as is necessary for the Board to fulfill its obligations and responsibilities to district citizens.

Any employee who conducts him/her self in a manner which is disruptive to district educational programs and/or violates the provisions of his/her contract with the district subjects him/her self willfully to the possibility of legal action by the Board. An employee who breaches his/her individual contract has, in essence, terminated his/her employment with the district.

It is the responsibility of every administrator to ensure that the obligations and responsibilities of the Board are fulfilled as the Board directs.

In the event of any disruptive actions by staff groups, emergency personnel regulations will go into effect.

Legal References: None

Date Adopted: April 28, 2003

## **GIFTS AND GRATUITIES – GCAA**

Acceptance of gifts and gratuities by classified employees from actual or prospective suppliers of goods and services to School District is strongly discouraged.

### **Procedures**

1. Acceptance of cash, whether given to the individual or to the School District, is prohibited under any circumstances.
2. Acceptance of a gift by any employee that has an approximate cash value of more than five dollars (\$5.00) is prohibited.
3. Acceptance of goods or equipment by an employee in return for purchases from a supplier is prohibited. Equipment or goods which become the property of the School District may be accepted if prior approval is granted by the Superintendent of Schools.
4. Occasional acceptance of meals or other social amenities are permissible if such practices do not become commonplace or place an obligation upon the employee or the School District.

Legal References:       None

Date Adopted: April 28, 2003

## **CLASSIFIED PERSONNEL - GCBA**

### **QUALIFICATIONS AND DUTIES**

The School District shall maintain a staff of employees who are not LICENSED by the State Department of Education in the necessary non-instructional capacities: clerical, custodial, food service, transportation, health and maintenance. These employees shall perform those necessary duties as are stipulated by their job description. Other duties may be assigned by the immediate supervisor or the Superintendent.

It shall be the duty of the Superintendent of the Schools to recommend the employment of the individual members of the non-instructional staff to the Board of Education for approval and employment. The Superintendent shall consider as far as it is possible the wishes of employees in placement and assignment. Employees may be assigned, or transferred by the decision of the Superintendent and approval of the board. Salaries will be commensurate to duties performed according to the District Salary Schedule.

To be considered full-time, a classified employee must work a minimum of nine hundred (900) hours a year.

Legal References:       None

Date Adopted: April 28, 2003  
Last Revised: August 18, 2008

## **CLASSIFIED PERSONNEL - GCC**

### **RECRUITMENT**

The Board will establish, and budget for, support staff positions in the school system on the basis of need.

“Job Openings” will be posted on bulletin boards at each campus and the central office.

The recruitment and selection of candidates for such positions in the school will be the responsibility of the Superintendent and his/her administrative staff.

Legal References: None

Date Adopted: April 28, 2003

## **CLASSIFIED PERSONNEL - GCD**

### SELECTION AND APPOINTMENT

It shall be the duty of the Superintendent of Schools and principals or departmental supervisors to recommend the employment of the individual members of the classified staff to the Board of Education for approval and employment. Such personnel must have on file:

1. TB Test
2. Physical (if required for your particular job assignment)
3. Current address and phone number
4. Social Security Number
5. All necessary payroll paperwork, background check forms and any forms required by law.

Legal References: None

Date Adopted: April 28, 2003

Last Revised: August 18, 2008

## **HIRING OF CLASSIFIED PERSONNEL - GCDA**

Classified personnel will be hired by the Board on the recommendation of each departmental supervisor with the Superintendent's approval. When a classified position becomes available in the Green Forest School District.

1. Qualified persons already employed in the District will be allowed to apply for a transfer to the available position.
2. Qualified persons who have worked in the District as part-time employees or as substitutes with proven work ethics will be given priority in the application process.
3. The applicants will be interviewed by the appropriate departmental supervisor. A current file of the qualified applicant will be maintained in the Central Office.

Legal References: None

Date Adopted: April 28, 2003

## **CRIMINAL BACKGROUND CHECKS - GCDA**

### **FOR CLASSIFIED STAFF**

The Board of Directors of the school district shall require as a condition for initial employment in a CLASSIFIED staff position, any person making such application to apply to the Identification Bureau of the Department of Arkansas State Police for a state and nationwide criminal records check, the latter to be conducted by the Federal Bureau of Investigation. The employer will pay the fees associated with employee's background check.

The check shall conform to the applicable federal standards and shall include the taking of fingerprints.

1. Such person shall sign a release of information to the Department of Education. Unless the school district board of directors has taken action to pay for the cost of the criminal background checks required by this policy, the employment applicant shall be responsible to the Department of Arkansas State Police for the payment of any fee associated with the criminal records check.
2. Upon completion of the criminal records check, the Identification Bureau of the Department of Arkansas State Police shall forward all information obtained concerning the person in the commission of any offense listed in subsection (b) of this policy to the Department of Education, which shall promptly inform the Board of Directors of the local school district or education service cooperative whether or not the applicant is eligible for employment as provided by subsection (b) (1) of this policy.
3. At the conclusion of any background check required by this policy, the Identification Bureau of the Department of Arkansas State Police shall promptly destroy the fingerprint card of the applicant.
4. No person shall be eligible for employment by a local school district or education service cooperative in a CLASSIFIED staff position if that person has pleaded guilty or nolo contendere to, or been found guilty of any of the following offenses by any court in the state of Arkansas or of any similar offense by a court in another state or of any similar offense in a federal court:
  1. Capital Murder, as prohibited in 5-10-101;
  2. Murder in the first degree and second degree, as prohibited in §5-10-102 and 1-10-103;
  3. Manslaughter, as prohibited in 5-10-104;

4. Battery in the first degree and second degree, as prohibited in §5-13-201 and 5-12-202;
5. Aggravated assault, as prohibited in 5-13-204;
1. Terroristic threatening in the first degree, as prohibited in 5-13-301;
7. Kidnapping, as prohibited in 5-11-102;
8. Rape and carnal abuse in the first degree and second degree, as prohibited in §5-14-130 and 5-14-105;
9. Sexual abuse in the first degree and second degree, as prohibited in §5-14-108 and 5-14-109;
10. Violation of a minor in the first degree or second as prohibited in 5-26-202;
11. Incest, as prohibited in 5-26-202;
12. Engaging children in sexually explicit conduct for use in visual and print media, transportation of minors for prohibited sexual conduct, or use of a child or consent to use of a child in a sexual performance by producing, directing, or promoting a sexual performance by a child, as prohibited in §5-27-303, 5-27-305, 5-27-402 and 5-27-403;
13. Distribution to minors, as prohibited in 5-64-406;
14. Manufacture, deliver, or possess with intent to manufacture or deliver any controlled substance, as prohibited in 5-64-401
15. Criminal attempt, criminal solicitation, or criminal conspiracy, as prohibited in 5-3-201, 5-3-202, 5-3-301, and 5-3-401, to commit any of the offenses listed in this policy;
16. Carnal abuse in the third degree, as prohibited in 5-14-106;
17. Sexual solicitation of a child, as prohibited in 5-14-110;
18. Endangering the welfare of a minor in the first degree, as prohibited in 5-27-203;
19. Pandering or possessing visual or print medium depicting sexually explicit conduct involving a child, as prohibited in 5-27-304;
20. False imprisonment in the first degree, as prohibited in 5-11-103;
21. Permanent detention or restraint, as prohibited in &5-11-106;
22. Permitting child abuse, as prohibited in subdivisions (a) (1) and (a) (3) of 5-27-221;
23. Negligent homicide, as prohibited by §5-10-105(a);
24. Assault in the first degree, as prohibited by 5-13-205;



25. Coercion, as prohibited by 5-13-208;
  26. Sexual misconduct, as prohibited by 5-14-107;
  27. Public sexual indecency, as prohibited by 5-14-111;
  28. Endangering the welfare of a minor in the second degree, as prohibited by §5-27-204.
5. Provided, however, that the Board of Directors of the local school district or education service cooperative is authorized to offer provisional employment to an applicant pending receipt of eligibility information the Department of Education.
6. Any information received by the Department of Education from the Identification Bureau of the Department of Arkansas State Police pursuant to this policy shall not be available for examination except by the affected applicant for employment or his/her duly authorized representative, and no record, file or document shall be removed from the custody of the department.
7. Any information made available to the affected applicant for employment shall be information pertaining to that applicant only.
8. Rights of privilege and confidentiality established herein shall not exceed to any document created for purposes other than this background check.
9. As used in this policy, "CLASSIFIED staff position" means any job that does not require the person to hold a license by the State Board of Education and is either a full-time job, a full-time/part-time job, or is a job as a substitute teacher for thirty (30) days or more during a school year.
10. It is clear intent of the General Assembly to authorize each public school district at its discretion to require criminal background checks of existing CLASSIFIED employees in the same manner and subject to the same terms and conditions as set forth in this policy for newly hired CLASSIFIED applicants. Any school district which by vote of its local school board of directors requires criminal background checks for existing CLASSIFIED employees shall pay the full cost of the criminal background checks.
11. Employees, whether new or existing, who have a contract with or work for more than one school district in one (1) year shall be required to have only one criminal background check to satisfy the requirements of all employing school districts for that year.

Legal References: Act 1314 of 1997

Date Adopted: April 28, 2003

## **CLASSIFIED PERSONNEL-- GCE**

### **ASSIGNMENT AND TRANSFERS**

The superintendent and/or departmental supervisor shall consider as far as is possible, the wishes of employees in placement and assignment of non-instructional personnel. Employees may be assigned, re-assigned, or transferred by decision of the superintendent. The superintendent and principals will determine hours on duty.

Legal References: Act 654 of 1991

Date Adopted: April 28, 2003

## **SCHOOL DISTRICT RULES – GCIA**

### **POLICY**

Since the efficient operation of the School District and the safety of its personnel and students must take precedence over other considerations, certain rules and restrictions must be placed upon the individual for the sake of the entire group.

### **PROCEDURES**

Following is a list of violations which, if committed, will be sufficient grounds for disciplinary action up to and including discharge:

1. Excessive, unexcused absenteeism.
2. Excessive tardiness.
3. Unnecessary loss of time or loitering during working hours.
4. Excessive, unauthorized or unnecessary absence from assigned work area.
5. Falsification of personnel or other records.
6. Personal possession of weapons on the premises at any time.
7. Removal of School District property, records or confidential information from premises without proper authority.
8. Willful abuse, misuse or destruction of School District property including tools, equipment and property of other employees.
9. Theft or misappropriation of property of employees, students, or the School District.
10. Refusal to obey orders of the supervisor including refusal to do work assignment.
11. Possession, consumption or reporting to work under the influence of alcohol, non-prescribed drugs or controlled substance.
12. Disregard of known safety rules or common safety practices.
13. Unsafe operation of machines and equipment including motor driven vehicles.
14. Gambling, lottery, or any other game of chance on School District property.
15. Poor workmanship.
16. Immoral conduct or indecency including abusive or foul language.

Legal References: None

Date Adopted: April 28, 2003

**TENURE - GCL**

The School District does not grant tenure to classified personnel.

Legal References: None

Date Adopted: April 28, 2003

## **TRANSFER - GCM**

The Board of Education may transfer any classified personnel upon the recommendation of the superintendent and intermediate supervisor when it is in the best interest of the School District to do so. Such transfers shall not be arbitrary, capricious, or discriminatory.

The Board may also grant a requested transfer if the employee so requesting possesses the required qualifications for the desired position and if vacancy in such position exists. All requests for voluntary transfers shall be carefully considered and reviewed on a nondiscriminatory basis.

Legal References: Ark.Stat.Ann. §§80-1234

Date Adopted: April 28, 2003

Last Revised: August 18, 2008

## **RESIGNATION - GCO**

An employee desiring to terminate his/her employment is requested to submit a written resignation at least two (2) weeks in advance, setting forth his/her reasons for resigning.

Legal References: None

Date Adopted: April 28, 2003

## **RE-EMPLOYMENT - GCP**

Classified staff members will be considered for re-employment each year provided that their work has been satisfactory. They may be dismissed during the school term or at its end for failure to perform in a satisfactory manner.

Legal References: None

Date Adopted: April 28, 2003

## **CLASSIFIED VACATIONS AND HOLIDAYS—GDRIA**

All 261 day contracted employees employed for the full year will be entitled to have annual vacation based upon the following schedule of years of service.

1. Hourly employees with one year of completed service will be entitled to five (5) days of vacation.
2. Hourly employees with more than two years will be entitled to ten (10) days of vacation.

Ordinarily the employee will take these days during the summer months or during recess periods of the school year as mutually agreed upon with the Superintendent. All vacations allowed under this policy will be scheduled in advance and have the approval of the Superintendent or his designee.

Vacation will not ordinarily be permitted to accumulate from year to year, but with the prior permission of the Superintendent, unused days may be used in the following year.

Holiday pay for support staff employed on an hourly basis for the full calendar year will be based on the employee's number of assigned part-time hours. Support staff personnel who work only during the school year will not receive holiday pay. The following is a list of paid holidays:

1. New Year's Day
2. Memorial Day
3. July 4<sup>th</sup>, Independence Day
4. Labor Day
5. Thanksgiving
6. Day After Thanksgiving
7. Christmas Eve
8. Christmas Day
9. Floating Holiday

Date Revised: 09-18-00

Last Date Revised: 06-18-12



## **JOB DESCRIPTION: - GFFAB**

### INSTRUCTIONAL STAFF

Each teacher shall be under the general direction of the Superintendent of Schools and immediately responsible to the principal for executing the policies of the Board of Directors as they relate to the function of the school, to the classroom, and to the immediate contact with pupils and parents. The teacher's specific responsibilities shall be:

1. To direct and evaluate the learning experience of the pupil in both curricular and extra-curricular activities.
2. To provide guidance to the pupil which will promote his welfare and his proper educational development.
3. To be responsible for child accounting.
4. To maintain liaison with the parent.
5. To provide for the care and protection of school property.
6. To participate in the business and activities of the faculty.
7. To cooperate with and participate in the planning and the evaluation of the school program.
8. To take part in the in-service education program of the schools.
9. To maintain cordial and workable relationship with colleagues.
10. To notify supervising principal of any action or situation which has or may affect the normal classroom activities and which requires supervisory attention.
11. To perform other duties as assigned.

Legal References: None

Date Adopted: April 28, 2003