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# CLASSIFIED PERSONNEL

## 8.1—CLASSIFIED PERSONNEL SALARY SCHEDULE

Enter your District's salary schedule for this policy, which must accurately reflect your district's actual pay practices and is not required by law to include step increases for additional years of experience. State law requires each District to include its classified employee's salary schedule in its written personnel policies unless the District recognizes a classified employees union in its policies for, among other things, the negotiation of salaries. Your district is required to have a salary schedule for at least the following five categories of classified personnel: 1) Maintenance and Operations; 2) Transportation; 3) Food Service; 4) Secretarial and Clerical; and 5) Paraprofessionals.

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

The superintendent 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.

Legal References: A.C.A. § 6-17-2301

Date Adopted: May 21, 2007
Last Revised:

OZARK MOUNTAIN SCHOOL DISTRICT

# Issue 5 - Classified Salary Schedule 2018-2019 ( Effective Jan. 1, 2019 - June 30, 2019)

| Years of Experience | Bus Drivers | Level I Cook | Level II Cook<br>Level I Maint. | Paraprofessional<br>Level I Secretary | Level II Secretary<br>Level II Maint.<br>Bus Maint. | Food Service Dir<br>Technology Assistant<br>Level III Secretary | Assistant Bookkeeper<br>Transportation Superv<br>Level III Maintenance | District Treasurer<br>Technology Tech<br>School Nurse (LPN) | School Nurse (RN) |
|---|---|---|---|---|---|---|---|---|---|
| 0 | $7,844.50 | 9.25 | 9.45 | 10.50 | 11.00 | 12.45 | 13.75 | 17.00 | 20.00 |
| 1 | $7,944.50 | 9.35 | 9.60 | 10.65 | 11.15 | 12.60 | 13.90 | 17.15 | 20.15 |
| 2 | $8,044.50 | 9.50 | 9.75 | 10.80 | 11.30 | 12.75 | 14.05 | 17.30 | 20.30 |
| 3 | $8,144.50 | 9.65 | 9.90 | 10.95 | 11.45 | 12.90 | 14.20 | 17.45 | 20.45 |
| 4 | $8,244.50 | 9.80 | 10.05 | 11.10 | 11.60 | 13.05 | 14.35 | 17.60 | 20.60 |
| 5 | $8,344.50 | 9.95 | 10.20 | 11.25 | 11.75 | 13.20 | 14.50 | 17.75 | 20.75 |
| 6 | $8,444.50 | 10.10 | 10.35 | 11.40 | 11.90 | 13.35 | 14.65 | 17.90 | 20.90 |
| 7 | $8,544.50 | 10.25 | 10.50 | 11.55 | 12.05 | 13.50 | 14.80 | 18.05 | 21.05 |
| 8 | $8,644.50 | 10.40 | 10.65 | 11.70 | 12.20 | 13.65 | 14.95 | 18.20 | 21.20 |
| 9 | $8,744.50 | 10.55 | 10.80 | 11.85 | 12.35 | 13.80 | 15.10 | 18.35 | 21.35 |
| 10 | $8,844.50 | 10.75 | 11.00 | 12.05 | 12.55 | 14.00 | 15.30 | 18.55 | 21.55 |
| 11 | $8,944.50 | 10.95 | 11.20 | 12.25 | 12.75 | 14.20 | 15.50 | 18.75 | 21.75 |
| 12 | $9,044.50 | 11.15 | 11.40 | 12.45 | 12.95 | 14.40 | 15.70 | 18.95 | 21.95 |
| 13 | $9,144.50 | 11.35 | 11.60 | 12.65 | 13.15 | 14.60 | 15.90 | 19.15 | 22.15 |
| 14 | $9,244.50 | 11.55 | 11.80 | 12.85 | 13.35 | 14.80 | 16.10 | 19.35 | 22.35 |
| 15 | $9,344.50 | 11.75 | 12.00 | 13.05 | 13.55 | 15.00 | 16.30 | 19.55 | 22.55 |
| 16 | $9,444.50 | 11.95 | 12.20 | 13.25 | 13.75 | 15.20 | 16.50 | 19.75 | 22.75 |

**Classified Staff, who assume extra-curricular activities and duties, will be paid as per stipends listed for Licensed Staff at the end of the School Year.**

Jesse Rose
Board President

Step 0-1 Lev I Cook have a 10¢ increase for remainder of 2018-2019 SY (Issue 5)
Steps 0-9 have a 15¢ increase per year
Steps 10-16 have a 20¢ increase per year

District Cycle Reporting/eSchool Coordinator = $2,500
Facilities Compliance Director = $3,500

## 8.1A – CONTRACTS

Personnel employed for the first time in the district will be issued a contract one week after the School Board has officially employed them.

The School Board will consider rehiring classified personnel no later than May 31st of each year. Final decisions on contracts will be made by June 1st of each year.

All contracts will be issued at the earliest feasible date after approval. All offers to renew annual contracts shall expire if the contract is not signed and returned to the office within 30 days of issuance.

Date adopted: July 8, 2004
Last revised: April 20, 2009

## 8.2— CLASSIFIED PERSONNEL EVALUATIONS

The Board recognizes that thorough, regular appraisal of performance is critical to the realization of district goals. The primary purpose of personnel evaluation is the growth of individual staff members, the strengthening of the school staff as a whole, and the improvement of support services provided.

Yearly formal evaluations of personnel will be made in utilizing procedures and instruments developed for the appropriate position. In cases where no specialized evaluation instrument exists, a narrative outlining the employee's strengths and areas needing improvement will be used. Formal instruments of evaluation and/or narratives as described above will be filed in the employee's personnel folder.

Each classified employee shall be provided with a copy of his/her evaluation. A classified employee who disagrees with an observation or recommendation may submit a written response that shall be attached to a file copy of the evaluation in question. If an evaluator concludes a classified employee is doing unacceptable work, supporting reason shall be set forth in specific terms to include:

- A statement of what is unacceptable
- An identification of the specific ways in which the classified employee is to improve.
- The assistance to be given to the classified employee by the evaluator and the school district as set forth in an individual improvement plan.
- Data collected through observations shall be shared in writing and discussed with the classified employee.

When aspects of a staff member's performance are in need of improvement, the principal or supervisor will specifically identify those areas needing improvement and will develop a plan of assistance. Subsequent evaluations will address any improvements or continuing difficulty that is observed.

Legal Reference: A.C.A. § 6-17-2301

Date Adopted: July 8, 2004
Last Revised: Jan. 21, 2008

## 8.2A – PERSONNEL FILE

The district shall maintain a personnel file for each employee, which shall be available to the employee for inspection and copying at the employee's expense during normal office hours. The employee may submit for inclusion in the file, written information in response to any of the matters contained therein. The employee shall be notified of any additions to his/her file.

Other than the employee, no one may have access to an employee's file other than his/her principal, the superintendent, or the superintendent's designee (who shall be a confidential employee whose duties include maintenance of confidential records, except in those cases as designated by law.

Employees shall receive written notice and copies where applicable, of all complaints regarding their work performance. Such notice shall identify the complainant(s) and shall be provided to the employee within 3 days of initial receipt of the complaint. Records of oral complaints will be provided to employees.

No complaints without clear substantiation will be placed in an employee's personnel file.

The employee shall have the opportunity to answer the complaint. The employee's written response will be communicated to the complainant and be attached to any retained written record of the complaint. The retention in the employee's file of any oral or written complaint concerning alleged acts by an employee may be the subject of a grievance.

If a complaint is not used as a basis for action against the employee within one year of its entering the file, such material shall be removed and destroyed.

Date adopted: July 8, 2004
Last Revised:

## 8.2B – DISCIPLINARY CONFERENCES

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 any disciplinary conference.

Legal Reference: Act 869 or 2003.

Date adopted: July 8, 2004
Last revised:

## 8.3—EVALUATION OF CLASSIFIED PERSONNEL BY RELATIVES

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

Date Adopted: July 8, 2004
Last Revised:

## 8.4— CLASSIFIED EMPLOYEES DRUG TESTING

**Scope of Policy**

Each person hired for a position which allows or requires that the employee operate any type of motor vehicle which is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District, and is operated for the transportation of children to or from school or school sponsored activity shall undergo a physical examination, including a drug test. Each person's initial employment for a job entailing a safety sensitive function is conditioned upon the district receiving a negative drug test result for that employee. 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").

**Definition**

Safety sensitive function includes:

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

**Requirements**

Employees shall be drug and alcohol free from the time the employee is required to be ready to work until the employee is relieved from the responsibility for performing work and/or any time they are performing a safetysensitive 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, knowledgeable of the driver's job responsibilities, who has advised the driver that the substance will not adversely affect the driver's ability to safely operate his/her vehicle. It is the employee's responsibility to inform his/her supervisor of the employee's use of such medication;
G. No 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.

**Consequences for Violations**

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

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

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

Legal Reference: A.C.A. § 6-19-108
A.C.A. § 27-23-201 et seq.
49 C.F.R. § 382-101 – 605
49 C.F.R. § part 40
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: July 8, 2004
Last Revised:

## 8.5— CLASSIFIED EMPLOYEES SICK LEAVE

**Definitions**

1. "Employee" is an employee of the District working 20 or more hours per week who is not required to have a teaching license as a condition of his employment.
   "Employee" is an employee of the District working 20 or more hours per week or a 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.

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. Such approved sick leave shall not exceed one-half day.

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 dismissal.

Excessive absenteeism, whatever the cause, to the extent that the employee is not carrying out his assigned duties to the degree that the education of students or the efficient operation of a school or the district is substantially adversely affected (at the determination of the principal or Superintendent) may result in dismissal.

**Sick Leave And Family Medical Leave Act (FMLA Leave)**

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

At the end of each year, employees with over 120 accumulated sick leave days will receive a daily rate of pay equivalent to current classified substitute pay for each day over 120. Employees retiring through Arkansas Teacher Retirement with a minimum of ten (10) years employment with OMSD (BPS, WGS, SJS,) will be reimbursed for all accumulated sick leave days, up to a maximum of 130 days, at the daily rate of pay equivalent to current classified substitute pay per day.

"Accumulated Sick Leave" is the total of unused sick leave, up to a maximum of one hundred and twenty (120) days accrued from previous contracts, but not used. Accumulated sick leave also includes the sick leave transferred from an employee's previous public school employment up to 40 days.

If an employee is retiring through Arkansas Teacher Retirement but is not resigning their position with the district, they will not be paid for their accumulated sick days. If an employee is retiring through Arkansas Teacher Retirement and is resigning their position with the district, they will be paid for their accumulated sick days, up to 120 days.

Cross Reference: 8.23 – CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE

Legal Reference:

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

Date Adopted: July 8, 2004
Last Revised: May 15, 2017

## 8.6—SICK LEAVE BANK — CLASSIFIED EMPLOYEES

I. Sick Leave Bank Committee

A. The sick leave bank shall be administered by a committee of 7 employees, 6 of whom shall be elected by the bank members (2 from each campus) and one administrator, appointed by the Superintendent. The appointed administrator will only vote in case of a tie. Members of the SLBC shall serve a two year term and may be re-elected. All committee members must be and remain in good standing in the

District and may be removed for failure to faithfully discharge the responsibilities of their position.

B. The SLBC shall: Appoint a chairman. Review and rule on all requests for sick leave bank benefits. Adopt forms and rules and policies necessary for the administration of the sick leave bank consistent with this policy. Meet to approve all Sick Leave Bank requests. Administer the sick leave bank in a fair and non-discriminatory manner for the benefit of all sick leave bank members. Maintain the viability and solvency of the sick leave bank and recommend to the School Board any needed changes in the School District policy relating to the sick leave bank. Prepare a quarterly report stating the number of days used and the number of days remaining in the bank. Require health care provider reports/documentations as verification to prevent abuse of the sick leave bank. Sign a confidentiality agreement.

C. The majority vote of the members of the SLBC is required to approve an application for benefits. Once benefits have been approved by the committee, termination or revocation of those benefits may only occur upon the majority vote of the SLBC. The decisions of the SLBC are final and shall not be overridden by any other committee or persons. Notification of approval or denial for a request shall be in writing and given to the requestor. Appeals may be made to the committee if additional information becomes available.

II. Intent of the Sick Leave Bank

A. The purpose of the Sick Leave Bank is to help alleviate hardship caused by absence from work necessitated by severe illness, life-threatening accident, mental illness requiring hospitalization, or a life-threatening condition (excluding natural processes, pregnancy, elective surgery, and a chronic conditions of a non life threatening nature and job related accidents covered under Workman's Compensation)

III. Eligibility for Membership

A. Membership in the sick leave bank is open to all contracted employees of the Ozark Mountain School District who qualify for Paid Time Off (PTO) during the term of their employment.
B. New employees beginning their employment in OMSD have 30 working days after the commencement of employment to accept or reject membership in the Sick Leave Bank.
C. Renewal of Membership: Membership will be automatically renewed each year unless the employee notifies the business office in writing of his/her desire to withdraw from the bank.

IV. Exceptions To Renewal of Membership

A. Withdrawal from Membership: If an individual withdraws from the Sick Leave Bank program, any days contributed to the program remain in the program.
B. Should the days accumulated in the Sick Leave Bank fall below 65 days at any time during the school year, members will be assessed 1 day to replenish the bank.

V. Eligibility for Benefits

A. The member applying for Sick Leave Bank days must have used all accrued sick leave days, personal days, vacation days and comp-time before application for days from the Sick Leave bank or for renewal of the application or request for additional days will be considered. The maximum days granted will be 10 days per request with a limit of 20 days per year. No half days will be permitted. A minimum repayment of 2 days per year will be required until days borrowed are repaid.

   The member applying for Sick Leave Bank days must have used all accrued sick leave days, personal days, vacation days and comp-time before application for days from the Sick Leave bank or for renewal of the application or request for additional days will be considered. The maximum days granted will be 10 days per request with a limit of 20 days per year, except bus drivers the maximum days granted will be 5 days per request with a limit of 10 days per year. No half days will be permitted. A minimum repayment of 2 days per year will be required until days borrowed are repaid. For employees who do not work year-round, absences due to elective surgeries will not be eligible for sick leave bank coverage, as these surgeries should be scheduled to take place during the summer months.

B. The bank may be used by a qualifying member to remain away from his or her employment in order to assist the employee's spouse, child, parent, brother, sister, grand-parent, grandchildren, or other dependent living in the home who qualify under the definition stated in section II-A.

C. If a member receives days for sick bank and then retires or quits the remaining owed days will be taken from their remaining payroll check(s).

VI. Application for Benefits

A. Members of the SLB may apply for benefits by completing and submitting to the SLBC, the necessary application forms. The application form, along with a health care provider statement form and guidelines may be obtained at the business office. Health Care Provider forms must be signed by the attending physician, not stamped by the provider's office. No action may be taken by the SLBC until the application is completed and all required information and verification is submitted to the committee.

B. All medical information obtained by the SLBC shall be confidential and shall not be disclosed outside the committee. All information requested by the SLBC must be provided in a complete, accurate, and truthful manner. Any falsification or material omission in the information provided to the committee, as part of an attempt to obtain benefits fraudulently, is grounds for denial or

   revocation of sick leave bank benefits, and will render the employee ineligible for participation in the Sick Leave Bank. Any benefits received by a member due to falsification or intended material omission must be repaid.

Legal Reference: A.C.A. § 6-17-1306

Date Adopted: July 8, 2004
Last Revised: May 17, 2017

## SICK LEAVE BANK DECLARATION OF MEMBERSHIP FORM

Check One

____No, I **Do Not** wish to participate in the Sick Leave Bank.

____Yes, I **Do** wish to participate in the Sick Leave Bank**. I am a new member** this year so please deduct 2 days from my sick leave.
(A new member is one who was not a member during the previous school year).

____Yes, I **Do** wish to participate in the Sick Leave Bank. **I am continuing member**. (If you wish to donate days please use the SLB donation form)

---

**This selection is for Sick Leave Bank members who have *previously received days* from the bank and need a repayment of days received.**

____ Yes, I wish to participate in the Sick Leave Bank. I have received days from the Sick Leave Band during the year, so please deduct ____ (minimum of 2) days to be applied toward reimbursement of days received from the bank. This will leave my balance of days owed at _____ days.

---

Signature_____ Date_____

## SICK LEAVE BANK DONATION FORM

Please complete and return to a Personnel Policy committee member.

Name _____ Date _____

Do you owe days to the Sick Leave Bank? _____ If so, how many? _____

How many Sick Days do you wish to donate? _____

Employee Signature _____

---

**For Bookkeeper Only**

_____ days will be transferred from the above named individual to the Sick Leave Bank.

# SICK LEAVE BANK REQUEST FORM

Please complete and return to the Personnel Policy Committee member.

Name_____

School Campus_____ Position_____

Patient's name if different from employee_____ Relationship _____

Have you received days from the sick leave bank before?_____ If so, when?_____

Do you owe days to the sick leave bank?_____ If so, how many?_____

Number of sick leave bank days requested _____

Please describe the reason for this request.

_____

_____

_____

_____

_____

_____ Health care provider statement may be requested by the committee.

Employee signature _____ Date _____

---

**Committee Use Only**

Approved _____ Disapproved _____

---

**For Bookkeeper**

____ Classified _____ Licensed

_____ days will be transferred from thi sick leave bank to the above named individual's personal sick leave.

_____ total number of days remaining in this OMSD Sick Leave Bank

## 8.6A – BEREAVEMENT

At the beginning of each staff member's contract period, the staff member will be granted three bereavement days. The bereavement policy covers the death of a classified staff member's spouse, children, and parents. This leave may be taken at any point during the contract period. One of the three bereavement days may be use for the death of an unspecified person. If more than three days are needed, sick day may be used for this purpose.

Bereavement days may not be accumulated and are not figured in on the end of the year compensation (see Sick leave policy)

Date Adopted: July 8, 2004
Last revised: November 20, 2006

## 8.7—CLASSIFIED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE

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

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

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

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

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

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

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

Personal leave may accumulate up to a maximum of five days. After five days are accumulated, and any additional days will revert to sick leave.

### Professional Leave

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

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

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

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

Legal Reference: A.C.A. § 6-17-211

Date Adopted: July 8, 2004
Last Revised: June 16, 2008

## 8.7A – VACATION FOR EMPLOYEES ON TWELVE-MONTH CONTRACT

All employees working on a twelve-month contract are entitled to two weeks a year vacation with pay following the first completed year of employment.

All vacations of such employee can be taken in the months of June or July, or no more than three days per month while school is in session. Employees may carry over ten (10) vacation days from one school year to the next. An employee may not have more than twenty (20) vacation days at any one time. Vacation days will not transfer into the employee's sick leave account.

The superintendent must approve all vacations and all other absences from available duty, including educational leave.

Date adopted: July 8, 2004
Last revised:

## 8.7B – MILITARY LEAVE

Leaves for military duty will be considered on an individual basis. It will follow the statutes as prescribed by Act 586 of 1989. Military leave will be granted 48 hours prior of the date on orders and shall end 48 hours from the ending date of orders. Reserve duty does not apply and will not receive extended leave.

Date adopted:  July 8, 2004
Last revised:

## 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)**
Note: A copy of Policy 6.10 will be posted in teachers; lounge

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

Date Adopted: June 16, 2008
Last Revised:

## 8.9—PUBLIC OFFICE – CLASSIFIED PERSONNEL

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

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

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

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

Cross Reference: Policy # 8.17—Classified Personnel Political Activity

Legal Reference: A.C.A. § 6-17-115

Date Adopted: July 8, 2004
Last Revised:

## 8.10—JURY DUTY – CLASSIFIED PERSONNEL

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

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

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

Legal Reference: A.C.A. § 16-31-106

Date Adopted: July 8, 2004
Last Revised: June 21, 2010

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

The Ozark Mountain School District shall comply with those portions of the Fair Labor Standards Act that relate to the operation of public schools. The act requires that covered employees be compensated for all hours worked at greater than or equal to the applicable minimum wage for workweeks of less than or equal to 40 hours.[A] It also requires that employees be compensated for workweeks of greater than 40 hours at 1 1/2 times their regular rate of pay either monetarily[B] or through compensatory time[C].

**Definitions**

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

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

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

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

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

**Employment Relationships**

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

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

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

**Hours Worked**

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

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

Employees shall sign in/clock in where they start work and sign out/clock out at the site where they cease working. Employees who do not start and end their workday at the same site shall carry a time

card or sheet with them to accurately record their times. They shall turn in their time sheets or cards to their immediate supervisor no later than the following Monday morning after reviewing them to be sure that they accurately reflect their hours worked for that week.

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

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

**Breaks and Meals**

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

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

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

**Overtime**

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

Employees working two or more jobs for the District at different rates of pay shall be paid overtime at a weighted average of the differing wages.[O] This shall be determined by dividing the total regular remuneration for all hours worked by the number of hours worked in that week to arrive at the weighted average. One half that rate is then multiplied times the number of hours worked over 40 to arrive at the overtime compensation due.[5]

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

employee may accumulate at a time is 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.[R]

**Overtime Authorization**

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

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

**Leave Requests**

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

Payment for leave could be delayed or not occur if an employee fails to turn in the required leave form. Leave may be taken in a minimum of 1 hour increments.

**Record Keeping[S] and Postings[T]**

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

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

**Cooperation with Enforcement Officials[V]**

All records relating to the FLSA shall be available for inspection by, and District employees shall cooperate fully with, officials from the DOL and/or its authorized representatives in the performance of their jobs relating to:
1. Investigating and gathering data regarding the wages, hours, and other conditions and practices of employment;
2. Entering, inspecting, and/or transcribing the premises and its records;

3. Questioning employees and investigating such facts as the inspectors deem necessary to determine whether any person has violated any provision of the FLSA.

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

Date Adopted: July 8, 2004
Last Revised:

## 8.12— CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT

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

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

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

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

Date Adopted: July 8, 2004
Last Revised:

## CLASSIFIED
## 8.13— PERSONNEL EMPLOYMENT

Vacancies arising or anticipated between one school year and the next shall be posted on the district's website and in the Superintendent's office. Current employees will have first consideration for an interview.

Postings shall contain the minimum qualifications, skill requirements, and the job description for the posted position.

Notice of vacancy shall not be posted outside the district until all interested employees from within the district have been interviewed.

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

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

The School Board upon the recommendation of the Superintendent of Schools shall employ the Ozark Mountain School District Classified Staff. Should the school board reject a person recommended by the Superintendent, it shall be the duty of the Superintendent of Schools to make another recommendation.

It shall be the duty of the Superintendent of Schools to see that persons recommended for employment to the school board shall meet all qualification established by law of by the school board for the type of position for which the recommendation is made.

The Superintendent of schools shall be responsible for the assignment of all classified staff members.

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

The Superintendent, or designee, shall serve as the District's Civil Rights and Equity Coordinator. Questions may be addressed to the Superintendent's Office at 870-439-2213.

Date Adopted: July 8, 2004
Last Revised:

## CLASSIFIED

## 8.13A – PERSONNEL BENEFITS

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

- The priceless reward of helping shape the life and future of our children
- Health insurance assistance (at a rate of $5.00 above the minimum required by the state)
- Contribution to the Arkansas Teacher Retirement system or Arkansas Public Employees Retirement System
- One sick leave day per 20 days contracted to be rounded to the nearest ½ day
- Two personal business days; three for twelve month employees
- Paid Dental Insurance (for employee only)

Legal Reference: A.C.A. 6-17-201

Date adopted: July 8, 2004
Last revised:

## CLASSIFIED

## 8.14— PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES

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

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

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

Cross Reference: Policy #7.12

Date Adopted: July 8, 2004
Last Revised:

**CLASSIFIED**

## 8.15— CLASSIFIED PERSONNEL TOBACCO USE

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

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

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-pips, or under any other name or descriptor.

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

Legal Reference: A.C.A. § 6-21-609

Date Adopted: July 8, 2004
Last Revised:

## 8.16—DRESS OF CLASSIFIED EMPLOYEES

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

Date Adopted: July 8, 2004
Last Revised:

## 8.17— CLASSIFIED PERSONNEL POLITICAL ACTIVITY

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

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

1. Using students for preparation or dissemination of campaign materials;

2. Distributing political materials;

3. Distributing or otherwise seeking signatures on petitions of any kind;

4. Posting political materials; and

5. Discussing political matters with students, in or out of the classroom, in other than circumstances appropriate to the employee's responsibilities to the students and where a legitimate pedagogical reason exists.

Date Adopted: July 8, 2004
Last Revised:

## 8.17A – PROFESSIONAL ORGANIZATIONS

Each employee is afforded the opportunity to become a member of the various available professional organizations. It is left to the discretion of the employee as to their participation in these organizations.

Date adopted:  July 8, 2004
Last revised:

## 8.18— CLASSIFIED PERSONNEL DEBTS

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

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

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

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

Date Adopted: August 20, 2007
Last Revised:

## 8.18A – FUND RAISERS/PURCHASING SUPPLIES

No moneymaking project of any kind is to be undertaken by any class, group or clubs without prior approval from the School Administration.

Funds raised in the school's name by any organization other than in-school clubs or groups will be responsible for supplying the School Administration with a full accounting of such funds. The accounting shall consist of the location of funds, amounts raised, amounts spent, and what said amounts were spent for. All fund raisers held in the schools names involving elementary school children must be in accordance with Act 525 of 1993.

School personnel are to complete a purchase order form and submit it to the proper official for approval to the purchasing of any materials which will be paid for by school funds. All other purchases will be the responsibility of the employee.

Date adopted: July 8, 2004
Last revised:

## 8.19— CLASSIFIED PERSONNEL GRIEVANCES

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

**Definitions**

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

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

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 Reference: ACA § 6-17-208, 210

Date Adopted: July 8, 2004
Last Revised:

## 8.19F—LEVEL TWO GRIEVANCE FORM - CLASSIFIED

Name: _____

Date submitted to supervisor: _____

Classified Personnel Policy grievance is based upon:

_____

Grievance (be specific): _____

What would resolve your grievance?

_____

Supervisor's Response

Date submitted to recipient: _____

Date Adopted: July 8, 2004
Last Revised:

## 8.20— CLASSIFIED PERSONNEL SEXUAL HARASSMENT

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

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

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

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

1. Submission to the conduct is made, either explicitly or implicitly, a term or condition of an individual's education or employment;
2. Submission to, or rejection of, such conduct by an individual is used as the basis for academic or employment decisions affecting that individual; and/or

3. Such conduct has the purpose or effect of substantially interfering with an individual's academic or work performance or creates an intimidating, hostile, or offensive academic or work environment.

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

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

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

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

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

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

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

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

Date Adopted: July 8, 2004
Last Revised:

## 8.21— CLASSIFIED PERSONNEL SUPERVISION OF STUDENTS

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

Date Adopted: July 8, 2004
Last Revised:

## 8.22— CLASSIFIED PERSONNEL COMPUTER USE POLICY

The Ozark Mountain 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 e-mail.

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

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

Legal References: 20 USC 6801 et seq. (Children's Internet Protection Act; PL 106-554)
A.C.A. § 6-21-107
A.C.A. § 6-21-111

Date Adopted: July 8, 2004
Last Revised: Nov. 16, 2009

## 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 and including termination.

4. "Misuse of the District's access to the Internet" includes, but is not limited to, the following:
   C. using the Internet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing community standards;
   D. using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
   E. posting anonymous messages on the system;
   F. using encryption software;
   G. wasteful use of limited resources provided by the school including paper;
   H. causing congestion of the network through lengthy downloads of files;
   I. vandalizing data of another user;
   J. obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
   K. gaining or attempting to gain unauthorized access to resources or files;
   L. identifying oneself with another person's name or password or using an account or password of another user without proper authorization;
   M. using the network for financial or commercial gain without district permission;
   N. theft or vandalism of data, equipment, or intellectual property;
   O. invading the privacy of individuals;

P. using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
Q. introducing a virus to, or otherwise improperly tampering with, the system;
R. degrading or disrupting equipment or system performance;
S. creating a web page or associating a web page with the school or school district without proper authorization;

T. attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;
U. providing access to the District's Internet Access to unauthorized individuals; or
V. taking part in any activity related to Internet use which creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools; W. making unauthorized copies of computer software.
X. personal use of computers during work time.

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 _____

Date Adopted: August 20, 2007
Last Revised:

## 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE

**Definitions**:

Covered active duty means

(A) in the case of a member of a regular component of the Armed Forces, duty during deployment of the member with the armed forces to a foreign country; and

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

Covered Service Member

(A) is a member of the Armed Forces, including a member of the National Guard or Reserves, who is a undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or

(B) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

Eligible Employee: is an employee who has been employed by the district for at least twelve (12) months and for 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave. Full time, licensed teachers are considered to have met the 1250 hour requirement for eligibility.

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

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

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

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

A) a military medical treatment facility as an outpatient; or

B) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

Qualifying Exigency: Issues that arise due to covered active duty or a call to covered active duty of an employee's spouse, son, daughter, or parent. Examples include issues involved with shortnotice deployment, military events and related activities, childcare and school activities, the need for financial and legal arrangements, counseling, rest and recuperation, post- deployment activities, and other activities as defined by federal regulations.

Parent: is the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or a daughter.

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

Serious Injury or Illness:

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

Year: the twelve (12) month period begins on the first day the eligible employee takes FMLA leave and ends 12 months after that date.

**Policy**

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

**Leave Eligibility**

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

1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;

2.Because of the placement of a son or daughter with the employee for adoption or foster care;

3. To care for the spouse, son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition; and

4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

5. Because of any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.

6. To care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury.

The entitlement to leave for reasons 1 and 2 listed above shall expire at the end of the twelve (12) month period beginning on the date of such birth or placement. Spouses are jointly entitled to a combined total of 12 work weeks fro reasons 1 and 2 stated above.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a **covered service member** shall be entitled to a total of 26 weeks of leave during one 12-month period to care for the service member who has a serious injury or illness as defined in this policy. An eligible employee who cares for such a covered service member is limited for reasons 1 through 5 listed above to a total of 12 weeks of leave during a year as defined in this policy. For example, an eligible employee who cares for such a covered service member for 16 weeks during a 12 month period could only take a total of 10 weeks for reasons 1 through 5.

If husband and wife are both eligible employees employed by the district, the husband and wife are entitled to a total of 26 weeks of leave during one 12-month period to care for their spouse, son, daughter, parent, or next of kin who is a **covered service member** with a serious injury or illness as defined in this policy. A husband and wife who care for such a covered service member is limited for reasons 1 through 5 listed above to a total of 12 weeks of leave during a year as defined in this policy. For example, an eligible employee who cares for such a covered service member for 16 weeks during a 12 month period could only take a total of 10 weeks for reasons 1 through 5.

**District Notice to Employees**

The district shall post, in conspicuous places in each school within the district, where notices to employees and applicants for employment are customarily posted, a notice

explaining the FMLA's provisions and providing information about the procedure for filing complaints with the Department of Labor.

**Employee Notice to District**

Foreseeable:

When the need for leave is foreseeable for reasons 1 through 4 or 6 listed above, the employee shall provide the district with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave for the specified reason, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable. As soon as practicable means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case.

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

When the need for leave is for reasons 3,4, or 6 listed above, the employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the district subject to the approval of the health care provider of the spouse, son, daughter, or parent of the employee.

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

Unforeseeable:

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

**Medical Certification**

When the need for leave is for reasons 3, 4, or 6 listed above, the employee should provide a medical certification from a licensed, practicing health care provider supporting the need for leave at the time the notice for leave is given, but must provide certification at least fifteen (15) days prior to the date the leave is to begin. The certification shall include the date on which the serious health condition began, the probable duration of the

condition, and the appropriate medical facts within the knowledge of the health care provider regarding the condition. Leave taken for reason 3 listed above, must include certification that the eligible employee is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time the employee is needed to provide the care. For reason 4 listed above, the certification must include a statement that the employee is unable to perform the required functions of his/her position.

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

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

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

a. The employee requests an extension of leave;

b. Circumstances described by the previous certification have changed significantly; and/or

c. The district receives information that casts doubt upon the continuing validity of the certification.

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

No second or third opinion on recertification may be required.

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

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

**Concurrent Leave**

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

Workers Compensation: FMLA leave may run concurrently with a workers' compensation absence when the injury is one that meets the criteria for a serious health condition. To the extent that workers compensation benefits and FMLA leave run concurrently, the employee will not be charged for any paid leave accrued by the employee. If the health care provider treating the employee for the workers compensation injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent job, the employee may decline the district's offer of a "light duty job." For the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

**Health Insurance Coverage**

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

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

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

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**

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

**Return to Work**

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

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

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

**Extended Illness**

Any employee whose personal illness, disability, or care of immediate family member extends beyond FMLA may be entitled to a leave of absence for the remainder of the current semester and up to the one additional semester. The Board may require a doctor's certificate verifying the illness or disability at the time of the extended leave begins and again at the beginning of a semester. All leave granted in accordance with this section shall be without pay, step increment, accrual of seniority and district paid insurance.

**Intermittent or Reduced Schedule Leave**

Eligible employees may only take intermittent or reduced schedule leave for reasons 1 and 2 listed above if the district agrees to permit such leave upon request of the employee.

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

(A) made a reasonable effort to schedule the treatment so as not to disrupt unduly theoperations of the employer, subject to the approval of the health care provider of the employee or the health care provider of the son, daughter, spouse, or parent of the employee, as appropriate; and

(B) provided the employer with not less than 30 days' notice, before the date the leave isto begin, of the employee's intention to take leave under such subparagraph, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.

Eligible employees requesting intermittent or reduced schedule leave that is foreseeable based on planned medical treatment may be transferred to an alternative position for

which the employee is qualified with equivalent pay and benefits that better accommodates the employee's intermittent or reduced schedule leave.

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

a. to take medical leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or
b. to transfer temporarily to an available alternative position offered by the employer for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the regular employment position of the employee.

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

**Leave more than 5 weeks prior to end of term.**
If the eligible, instructional employee begins leave, due to reasons 1 through 6 listed above, more than 5 weeks prior to the end of the academic term, the district may require the employee to continue taking leave until the end of such term, if

(A) the leave is of at least 3 weeks duration; and
(B) the return to employment would occur during the 3-week period before theend of such term.

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

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

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

Cross Reference: 8.5— CLASSIFIED EMPLOYEES SICK LEAVE

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

Date Adopted: July 8, 2004
Last Revised: June 21, 2010

## 8.24—SCHOOL BUS DRIVER'S USE OF CELL PHONES

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

Legal Reference: A.C.A. § 6 –19 -120
ADE Rules and Regulations Governing Mobile Phone Usage by School Bus Drivers

Date Adopted: July 8, 2004
Last Revised:

## 8.25— CLASSIFIED PERSONNEL CELL PHONE USE

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

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

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

A.C.A. § 27-51-1609 prohibits the use of a "wireless hand held telephone" while in a school zone for any purpose when that use is not hands free. While the policy language exceeds the statutory language, we believe the explained language is important for the protection of students and employees alike.

Date Adopted: July 8, 2004
Last Revised: November 16, 2015

## 8.26—CLASSIFIED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

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

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

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

**Definitions:**

**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 causes or creates a clear and present danger of:

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

Legal Reference: A.C.A. § 6-18-514

Date Adopted: August 20, 2008
Last Revised:

## 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: July 8, 2004
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.

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

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

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

receives funds of the conviction. Compliance with these requirements and prohibitions is mandatory and is a condition of employment.

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

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

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

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

Date Adopted: August 20, 2007
Last Revised: November 16, 2009

## 8.28F—DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT

CERTIFICATION

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

Signature _____

Date _____

## 8.29—CLASSIFIED PERSONNEL VIDEO SURVEILLANCE

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

facilities, vehicles, or equipment, with the exception of places such as rest rooms or dressing areas where an expectation of privacy is reasonable and customary.

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

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

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

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

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

Date Adopted: June 16, 2008
Last Revised:

## 8.29A – COMPENSATION FOR REQUESTED ADDITIONAL EDUCATION

If the Ozark Mountain School District should request any employee to attend training (workshops, conferences, etc.), the District will pay the tuition/registration and associated costs approved by the administration. College courses tuition/registration and book costs will be reimbursed upon completion of requested courses.

Date adopted: July 8, 2004
Last revised:

## 8.29B – PUBLIC RELATIONS

Each employee is an emissary of the school. It is important that we encourage in the students, and convey ourselves, a positive image of the school. It would be well to advise your immediate supervisor of adverse criticism or if a problem with parents seems eminent.

Date adopted: July 8, 2004
Last revised:

## 8.30—CLASSIFIED PERSONNEL REDUCTION IN FORCE

**SECTION ONE**

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

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

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

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

Total years of service to the district shall be continuous years of service only, to include leave of absence during that time. Working fewer than 120 days in a school year shall not constitute a year. Length of service in a classified 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 certified employee who might wish to assume a classified position to displace a classified employee.

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

If an employee is non-renewed under this policy, he or she shall be offered an opportunity to fill a vacancy for which he or she is qualified for a period of up to two (2) years. The non-renewed employee shall be recalled for a period of two (2) years in reverse order of the layoff to any position

for which he or she is qualified. Notice of vacancies to non-renewed employees shall be by certified mail and they shall have 10 working days from the date that the notification is received in which to accept the offer of a position. A lack of response or a nonrenewed employee's refusal of a position shall end the district's obligation to replace the laid-off employee.

**SECTION TWO**

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

Legal Reference: A.C.A. § 6-17-2407

Date Adopted: July 8, 2004
Last Revised: Jan. 21, 2008

## 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: July 8, 2004
Last Revised:

## 8.32—CLASSIFIED PERSONNEL ASSIGNMENTS

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

Each employee shall be given written notice of the next year's assignment as soon as possible. Such notice shall specify the building, grade level and subject area to which the employee will be assigned.

Involuntary transfers shall be made only in cases of emergency or in the prevention of undue disruptions of the instructional program. No involuntary transfer shall be made arbitrarily.

Any employee affected by an involuntary transfer shall be notified immediately and shall be released by the Board from his/her contract is so requested.

Date Adopted: July 8, 2004
Last Revised:

## 8.33—CLASSIFIED PERSONNEL SCHOOL CALENDAR

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

The Ozark Mountain School District shall operate by the following calendar.

Legal Reference: A.C.A. § 6-17-2301

Date Adopted:
Last Revised: March 17, 2008

# Ozark Mountain School Calendar 2017-2018

**February 2018**

| 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 | | | |
| | | | | | | |

**July 2017**

| 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 2018**

| 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**

| | |
|---|---|
| 1, 2 | Christmas Break |
| 3 | STUDENTS RETURN/Begin 3rd Quarter |

| August 2017 | | | | | | |
|---|---|---|---|---|---|---|
| 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**

**July**

7 Contract day on campus

8,9 P.D. on campus/9 District at W.G.

10 P.D. at Co-Op

11 Contract day on campus

**February**

8 Parent Teacher Conferences

9 Flex day no school/ snow make up day

19 Presidents day no school/ snow makeup

## September 2017

| 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 |

## September

4 Labor Day No School

OF SCHOOL FOR STUDENTS

11 Progress Reports

21 Parent Teacher Conferences19-23 **Spring Break**

13 Flex Day not students/ P.D. Day

## October 2017

| 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 2018

| 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 | | | | | |

## November 2017

| 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 | | |

## March 2018

| 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 |

14 FIRST DAY

## March

9 End 3rd quarter-46 days

12 Begin 4th quarter

## April

## October

17 End 1st quarter- 45 days

18 Start 2nd quarter

## May 2018

| 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 | | |

## May

12 Graduation

18 End 4th quarter-45 days

## November

21-23 Snow

make-up days

22-24 Thanksgiving Break24.25 FLEX Days

| December 2017 | | | | | | |
|---|---|---|---|---|---|---|
| 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 | | | | | | |

**December**

19 End 2nd quarter-42 days

21-1 Christmas Break

| June 2018 | | | | | | |
|---|---|---|---|---|---|---|
| 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 |

**June**

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

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

The duty to report suspected child abuse or maltreatment is a direct and personal duty for statutory mandatory reporters, and cannot be assigned or delegated to another person. There is no duty to investigate, confirm or substantiate statements a student may have made which form the basis of the reasonable cause to believe that the student may have been abused or subjected to maltreatment by another person; however, a person with a duty to report may find it helpful to make a limited inquiry to assist in the formation of a belief that child abuse, maltreatment or neglect has occurred, or to rule out such a belief[2]. 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: June 16, 2008
Last Revised:

## 8.35 – RELEASE OF STUDENT'S FREE AND REDUCED PRICE MEAL ELIGIBILITY INFORMATION

As part of the district's participation in the National School Lunch Program and the School Breakfast Program, the district collects eligibility data from its students. The data's confidentiality if 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 farther, 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 restriction of such information.

Legal References: Commissioner' Memos IA-05-018, FIN 09-041, and IA 00-011
ADE Eligibility Manual for School Meals Revised July 2008 7 CFR 210.1 – 210.31
7 CFR 220.1 – 220.22
42 USC 1758(b)(6)

Date Adopted: June 11, 2009
Last Revised:

## 8.36 – CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION

The district provides workers' Compensation Insurance, as required by law, Employees who sustain **any** injury at work must immediately notify their immediate supervisor, or in the absence of their immediate supervisor notify the Superintendent. 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.

Workers' Compensation absences may be designated as FMLA absences when the criteria are met under FMLA for a serious health condition.

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

Cross Reference: 3.32 – CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE

Legal References: Ark. Workers Compensation Commission RULE 099.33 – MANAGED CARE
A.C.A. § 11-9-508(d)95)(A)
A.C.A. § 11-9-514(a)93)(A)(i)

Date Adopted: Dec. 14, 2009
Last Revised:

## 8.37—CLASSIFIED PERSONNEL SOCIAL NETWORKING AND ETHICS

**Definitions**

Social Media Account: a personal, individual, and non-work related account with an electronic medium or service where users may create, share, or view user-generated

content, including videos, photographs, blogs, podcasts, messages, emails or website profiles or locations, such as FaceBook, Twitter, LinkedIn, MySpace, 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.[1] 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[1] 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: [2]

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)

Legal Reference: A.C.A. § 11-2-124

Date Adopted:
Last Revised:

## 8.39—DEPOSITING COLLECTED FUNDS

From time to time, staff members may collect funds in the course of their employment. It is the responsibility of any staff member to deposit such funds they have collected daily [1] into the appropriate accounts for which they have been collected. The Superintendent or his/her designee shall be responsible for determining the need for receipts for funds collected and other record keeping requirements and of notifying staff of the requirements.

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

Date Adopted:
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## 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;[2]
- 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 vehicle in the district parking lot.

Possession of a firearm by a school district employee anywhere on school property, including parking areas and in or upon a school bus, will result in disciplinary action being taken against the employee, which may include termination or nonrenewal of the 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 as way as to ensure they are not possessed by students. Such items are not to be used against students, parents or other school district employees. Possession of weapons knives or self-defense items that do not comply with the limits contained herein, the failure of an employee to safeguard such items, or the use of such items against students, parents or other school district employees may result in disciplinary action being taken against the employee, which may include termination or nonrenewal of the employee.

Legal References: A.C.A. § 5-73-119
A.C.A. § 5-73-120
A.C.A. § 5-73-124(a)(2)
A.C.A. § 5-73-301
A.C.A. § 5-73-306

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