

## 2021-2022 Non-Licensed Personnel Policies

### Signature Page

Arkansas Code Annotated §6-17-201, §6-17-2301 and Act 989 of 2011 requires the Charleston School District to post to its website by September 15 each year a copy of certain personnel policies for the current year. Should any section of these policies that are published for website reporting found to be in conflict with the District Personnel Policy Manual as approved by the Charleston Board of Education, the superintendent's printed copy shall prevail.

  
\_\_\_\_\_  
School Board President

6-28-21  
\_\_\_\_\_  
Date Signed

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## **8.1—CLASSIFIED PERSONNEL SALARY SCHEDULE**

State law requires each District to include its classified employee's salary schedule in its written personnel policies. The 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. The District is required to post the salary schedule on its website by September 15 of each year and should place an obvious hyperlink, button, or menu item on the website's homepage that links directly to the current year classified policies and salary schedule.

For the purposes of the salary schedule, an employee will have worked a "year" if he/she works at least 130 days. Paid sick leave shall count toward the total number of days worked.

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.

### **Substitutes**

Non-licensed substitutes' pay shall be the amount per day as set by the Charleston Board of Education.

### **Long-Term Substitute-- Bus Driver**

- 1) When a contracted bus driver is absent for a short-term, short-term substitute bus drivers shall be compensated in the amount as set forth by the Charleston Board of Education.
- 2) When a contracted bus driver is absent for an extended period of time, the district may employ a long-term substitute bus driver.
- 3) A long-term substitute bus driver is not a contracted employee/position.
- 4) If approved by the Superintendent, a long-term substitute bus driver working for an extended period of time, shall receive compensation equal to the amount that contracted bus drivers are compensated.
- 5) Extended period of time may be met by a long-term substitute bus driver working consecutive calendar days as assigned by the Superintendent.

### **BENEFITS**

The Charleston School District provides its licensed personnel benefits consisting of the following.

1. The priceless reward of helping shape the life and future of our children;
2. Health insurance assistance;
3. Dental insurance assistance;
4. Contribution to the teacher retirement system;
5. One sick leave day per contract calendar month or greater portion thereof, plus one day, of which three days may be used for personal reasons.

## **Payroll Deductions**

The district will require companies to enroll at least (5) five participating employees before allowing payroll deductions.

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

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

Date Adopted: March 30, 2015

## **8.2—CLASSIFIED PERSONNEL EVALUATIONS**

Classified personnel may be periodically evaluated.

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

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

Cross Reference:       3.2—LICENSED PERSONNEL EVALUATIONS

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

Date Adopted:         March 30, 2015

Last Revised:         July 17, 2017

### **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:            March 30, 2015



## **8.4—DRUG AND ALCOHOL TESTING POLICY**

The Charleston School District values its employees and recognizes the need for a safe and healthy environment. Employees who use illegal drugs and abuse alcohol tend to be less productive, less reliable, more prone to accidents, and more prone to greater absenteeism, resulting in the potential for increased accidents, costs and risks to the school district. The district is committed to maintaining a safe place for students and employees that is free from illegal drug use and the misuse of alcohol.

The use, sale, purchase, possession, or presence in an applicants and/or employee's system of any controlled substance (except medically prescribed drugs) or alcohol while on district premises, in a district vehicle or in a personal vehicle located on district premises or worksite is strictly prohibited. Failure to submit to drug and alcohol testing is misconduct and is grounds for discipline, up to and including termination of employment. Any illegal substance obtained from an employee may be turned over to the appropriate law enforcement agency, which may result in criminal prosecution. Employees shall also notify the Charleston School District superintendent within (5) five days of any criminal drug status conviction.

### **CONDITION OF EMPLOYMENT**

Compliance with this policy is a condition of employment with the Charleston School District. All employees SHALL be provided and required to sign a one-time written copy of the district's Drug and Alcohol Testing Policy. Violation of the Drug and Alcohol Testing Policy, regulations and laws SHALL result in severe disciplinary action, up to and including termination of employment.

The Charleston School District is dedicated to providing a drug and alcohol-free workplace for all employees. As a condition of employment, employees are advised that the following activities are prohibited on public school property or at any public school function.

- 1) Use of alcohol or drugs which includes being under the influence of a controlled substance;
- 2) Possession of illegal drugs or alcohol;
- 3) Distribution (in any manner) of drugs or alcohol to any person; and
- 4) Manufacture of drugs or alcohol.

As part of our continuing policy to ensure fair and equal treatment of our employees, we understand that there may be questions and concerns involving the district's Drug and Alcohol Testing Policy, testing programs and procedures. To assist you in understanding the requirements placed on both you, and us, the employer, please contact the superintendent if you have questions regarding the district's alcohol and drug testing programs. Please call (479) 965-7160 if you have any questions.

### **Safety Sensitive**

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, employee's signing an authorization

from the Arkansas Traffic Report Section, possess a current commercial vehicle driver's license for driving a school bus, have undergone a physical examination, and hold a current valid certificate of school bus driver in service training.

Safety-sensitive position means a position involving a safety-sensitive function pursuant to regulations governing drug and alcohol testing adopted by the United States Department of Transportation. Safety-sensitive position also means a position in which a drug or alcohol impairment constitutes an immediate and direct threat to public health or safety, or a position in which momentary lapse in attention could result in injury or death.

## PROHIBITED CONDUCT

An employee SHALL not:

- Report for or remain on duty performing a safety-sensitive function while having a blood/ breath/ or saliva alcohol concentration of 0.02 or greater. (Employees with a .02 blood, breath or saliva alcohol concentration will be removed from services for 24 hours.)
- Use alcohol while performing safety-sensitive function or while in a safety sensitive position.
- Abuse controlled substances.
- Perform a safety-sensitive function within four (4) hours after using alcohol.
- Use alcohol for eight (8) hours following an accident unless the employee has been given a post-accident test.
- Refuse to submit to a required alcohol and/or drug test involving post-accident, reasonable suspicion or random testing.
- Use alcohol for four hours or less before a work shift. If an employee is on call or attending a student activity trip, the same rules shall apply.

## EMPLOYEES SUBJECT TO ALCOHOL AND DRUG TESTING

The Charleston School District has adopted employee drug testing programs.

- 1) Reasonable Suspicion - conducted when noticeable behavioral signs or appearances that are characteristic of drug abuse or alcohol abuse are evident.
- 2) Post-Accident – conducted after accidents that may, or may not, result in either property damage or employee injury.
- 3) Random - conducted on a random basis just before, during or just after performance of safety-sensitive function. (Safety-sensitive position for random testing means a position involving a safety-sensitive function pursuant to regulations governing drug and alcohol testing adopted by the United States Department of Transportation.)

- 4) Pre-Employment - conducted before employees perform safety sensitive functions.(Safety-sensitive position for pre-employment testing means a position involving a safety-sensitive function pursuant to regulations governing drug and alcohol testing adopted by the United States Department of Transportation.)

## TESTING PROGRAMS

### REASONABLE SUSPICION TESTING

Reasonable suspicion means that the Charleston School District believes that the employee's appearance, conduct or actions are indicative of the use of drugs and/or alcohol.

Before an employee is required to submit to drug or alcohol testing based on reasonable suspicion, the employee's appearance, conduct or actions of the employee must be observed by a person who has received at least sixty (60) minutes of training in the detection of drug misuse and sixty (60) minutes of training in the detection of alcohol misuse. Such training shall include the physical, behavioral, speech and performance indicators of probable drug misuse and alcohol misuse.

The most noticeable behavioral signs of drug abuse which may cause reasonable suspicion drug testing in ONLY personnel who hold a safety sensitive position are drowsiness, respiratory depression, constricted pupils, nausea, slurred speech, excitement, loss of appetite, poor perception of time and distance, relaxed inhibitions, disoriented behavior, watery eyes, runny nose, chills and sweats, convulsions, apathy, depressions, and the use of drug paraphernalia.

An employee who is NOT in a safety-sensitive position may be tested for ALCOHOL ONLY when the test is based on reasonable suspicion.

The most noticeable behavioral signs of alcohol abuse which may cause reasonable suspicion alcohol testing of any district employee are odor of alcohol, slurred speech, staggering, tremors, vomiting, cramps, delirium, loss of appetite, using arms for balance, leaning against walls and doorways, swaying while maintaining balance, and confusion.

Reasonable suspicion shall include such facts and inferences as may be based upon:

- 1) Observable phenomena while at work, such as direct observation of drug or alcohol use or of the physical symptoms or manifestation of being under the influence of a drug or alcohol;
- 2) Abnormal conduct or erratic behavior while at work, or a significant deterioration in work performance;
- 3) Evidence that an individual has tampered with a drug or alcohol test during employment ;
- 4) A report of drug or alcohol misuse by a person who has received at least sixty (60) minutes of training on drug misuse and sixty (60) minutes of training on alcohol misuse.
- 5) Information that an employee has caused, contributed to or been involved in an accident while at work; or
- 6) Evidence that an employee has used, possessed, sold, solicited or transferred drugs or used alcohol while working or while on the district's premises or while operating a district vehicle, machinery or equipment.

In case of drug or alcohol misuse, the employee must be taken immediately to a collection site and either urine, saliva or a breath sample must be obtained.

An employee's action(s) that causes the employee's supervisor or school official to require the test based upon reasonable suspicion **must be documented** and signed by a witness within 24 hours after the behavior is noticed.

## POST-ACCIDENT

An employee must supply a urine specimen for drug testing and/or a breath test for alcohol following work related injuries. Testing shall be done if an employee of the Charleston School District sustains a work related injury and is required to report to a clinic, doctor's office, or hospital. Testing may also be required if an employee is involved in an accident even if no bodily harm came to the employee or any property damage occurred, or is not required to report to a clinic, doctors office, or hospital. Testing of employees who fall under the Department of Transportation Guidelines will be in compliance with the appropriate Federal Regulating Agency. However, even if an employee who falls under the Department of Transportation Regulations, and is not required to submit a sample through their regulations, the employee may be asked to submit a sample through the district's policy of testing.

Employees in a safety sensitive position who are involved in an accident shall be tested for drugs and alcohol as soon as practicable following an accident.

If a drug or alcohol is found to be present in an employee's system at a prohibited level, the employee may be terminated and be precluded from receiving workers' compensation medical and indemnity benefits.

## PRE-EMPLOYMENT TESTING AND RANDOM TESTING

For all employees that fall under the Department of Transportation, pre-employment testing and random testing for drug and alcohol will be conducted in a manner that conforms to the appropriate Regulating Agency. The Charleston School District's random selection shall be conducted by an external vendor to insure objectivity and confidentiality.

## DRUG TESTING PROCEDURES

All drug testing must be done from urine specimens collected under highly controlled conditions. Specimen collection procedures require a designated collection site; security for the collection site; chain of custody documentation; use of authorized personnel; privacy during collection; integrity and identity of the specimen; and transportation to the laboratory.

Employee protection is built into the testing procedures. In order to meet federal requirements, the only laboratories that can be used are those that have been certified by the Federal Government. The Substance Abuse and Mental Health Services Administration certifies laboratories that have met all of the guidelines established by the Department of Health and Human Services. After the urine specimen has been collected, the urine specimen is forwarded to the laboratory.

The testing program required by this policy may include but shall not be limited to the following:

	<u>Cup Levels</u>	<u>Confirm Cutoff Levels</u>
Marijuana(THC)	50	15
Cocaine (COC)	300	150
Opiates/Morphine (MOP)	300	300
Amphetamine (AMP)	1000	500
Methamphetamine(mAMP)	1000	500
Phencyclidine (PCP)	25	25
Benzodiazepines (BZO)	300	200
Buprenorphine (BUP)	10	10
Ecstasy (MDMA)	500	250
Methadone (MTD)	300	200
Oxycodone (OXY)	100	100
Barbiturates (BAR)	200	300

If the results of the initial test are negative, the testing laboratory will advise the Medical Review Officer (MRO) that the drug test for the donor was negative. No additional tests on the specimen will be done.

If the results of the initial test are positive, that is, if the results exceed the test levels for any of the five (5) drug classes, a second (confirmation) test is performed. This test is done in an entirely different manner from the initial one. All specimens identified as positive on the initial test must be confirmed using gas chromatography/mass spectrometry.

Only donors that fall under the Department of Transportation Regulations and have specimens that are confirmed positive on the second or confirmatory test are required to be reported positive to the Medical Review Officer for review and analysis. However, even though a non-DOT donor's sample is not required to be reviewed by a Medical Review Officer, it will be the policy of the Charleston School District to have all positive samples reviewed by the Medical Review Officer.

If the donor falls under the Department of Transportation Regulations, then a split of the original specimen collection will be done. That is, the donor's urine is divided into two specimen bottles. If the test result of the primary specimen is positive, the Medical Review Officer will send the second (or split) specimen to a different certified lab for testing. The testing of the split specimen will be for the presence of drugs with no cut-off levels. If the result of the test of the split specimen is "negative", the MRO shall cancel the test. If the donor falls under the Department of Transportation Regulations, 49CFR Part 40 guidelines shall be followed.

The Charleston School District will maintain a record in the employee's file showing the type of test (post-accident, reasonable suspicion, etc.); date of collection; entity performing the collection; name of the lab; name of the MRO; and the test results.

## ALCOHOL TESTING PROCEDURES

A medical organization shall be chosen by the district to conduct alcohol testing.

Alcohol testing is done by testing breath, because breath is the most easily obtained bodily substance and the results are known within minutes of testing. The test results are displayed and printed in terms of grams of alcohol per 210 liters of breath. The testing device is called an Evidential Breath Testing Device (EBT). All EBT's used must be on the Conforming Products List by the Department of Transportation.

The EBT is a scientific instrument that determines the concentration of alcohol in a donor's breath. Results of a breath alcohol analysis are expressed in terms of weight-to-volume; weight of alcohol (expressed in grams) per volume of breath (210) liters. Results of a breath test are read as Breath Alcohol Concentration or BrAC, but are often interpreted as BAC.

The EBT will print three copies of each test result and the test results are numbered. A test may have two separate parts. The first test is the screen test. If the screen test shows a reading less than 0.02, then no further testing is required. If the screen test result is 0.02 or greater, a confirmation test will be done.

The alcohol testing will be done in a site that affords privacy to the donor being tested. The site can be a room, van, or partitioned-off area. Only one breath test will be done at one time. The donor giving the sample will not leave the testing site during the test.

The first part of the testing process is to make sure the EBT is operating properly. (For confirmation testing only, in the donor's presence the technician will run an "air blank" test to make sure the EBT is working correctly and the reading is zero.) Next, a sealed mouthpiece is opened and placed into the EBT. In order to get a sufficient quantity of deep lung air, the employee, equipment operator and/or driver is requested to blow into the mouthpiece for at least six seconds, or until the EBT indicates that an adequate amount of breath has been obtained. The EBT will immediately read the results of the test and a copy of the printed results will be given to the employee. Printed results are not required for the initial test.

When the initial test results show a reading of 0.02 BAC or greater, a confirmation test is necessary. Before the confirmation test, a 15-minute waiting period will be observed. The purpose of the waiting period is to ensure that the presence of mouth alcohol from recent use of food, tobacco, or hygiene products does not artificially raise the test result. This shall be explained to the donor. As the confirmation test is done on the same EBT as the screen test, the testing procedures will be the same. The confirmation test determines the official results.

## EMPLOYEE PROTECTION

The Medical Review Officer (MRO) shall contact the employee to discuss a positive test result before reporting a positive test result to the district. An employee may exercise his or her right to report to MRO regarding the use of prescription or nonprescription medications after being tested, but only if the testing process reveals a positive test result for the presence of drugs or alcohol. An employee who receives a positive test result may contest the test result or explain the test result to the MRO within (5) five working days after receiving notification of the test result.

Information regarding drug or alcohol tests pursuant to district policy shall NOT be released or used in any criminal proceeding against any employee or applicant. Information released contrary to Ark. Code Ann. § 11-14-109 is inadmissible as evidence in any such criminal proceeding.

## CONFIDENTIALITY

Drug and alcohol test results will be maintained at the highest level of confidentiality. In accordance with Ark. Code Ann. §11-14-109, disclosure of test results is permitted among school administrators as is reasonably necessary for making disciplinary decisions relating to violations of drug and alcohol standards of conduct.

A person who discloses confidential test results of an employee, except as allowed by Ark. Code Ann. §11-14-109, may be deemed guilty of a Class C misdemeanor as provided by Act 1552 of 1999.

## ADULTERATED AND SUBSTITUTION

Any specimen collected that has been adulterated (to make impure by adding extraneous, improper, or inferior ingredients) or substituted will be considered as a positive test result. If the sample is found to be below normal temperature range, then a second sample will be taken immediately.

## REFUSAL TO SUBMIT TO A TEST

The Charleston School District SHALL NOT permit an employee who refuses to submit to a required test to perform or continue to perform safety-sensitive functions.

Refusal to submit to any drug or alcohol test by any employee of the Charleston School District may result in immediate termination of employment.

Not providing an adequate amount of breath may, under certain conditions, shall be regarded as a refusal to take the test unless there is a documented medical reason. In drug testing, failure to provide sufficient urine may constitute a refusal unless there is a documented medical reason verified by the MRO. Donors shall have up to three hours and not more than 40 ounces of liquid to assist them in providing a sample.

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

## METHODS OF INTERVENTION FOR SUSPECTED ALCOHOL OR DRUG PROBLEMS

Drug and alcohol abuse is a complex problem calling for specialized supervision and care. Do not help or aid a person who you may think has a drug or alcohol abuse problem. Do not make excuses for them. Do not do their work for them, and do not look the other way. The problem is not going away. Do not enable the person to continue the drug or alcohol abuse. Leave the treatment and counseling of persons with an abuse problem to professionals such as a physician, psychologist, or other persons knowledgeable of abuse and clinical experience in the diagnosis and treatment of alcohol and drug related disorders. Agencies available for drug or alcohol rehabilitation include:

Alcoholics Anonymous Intergroup Office.....479-783-0123  
Gateway House, Inc.....479-783-8849

Harbor House.....479-785-4083  
Harbor View Mercy Hospital.....479-484-5550  
Sparks Care.....479-441-5500  
Western Arkansas Guidance and Counseling Center .....24 Hour Number.....1-800-542-1031

### TEST COST

The Charleston School District shall pay the cost associated with REQUIRED Drug and/or Alcohol testing. If a split specimen test is requested by an employee who is not in a safety sensitive position, the cost of a split specimen test shall be the responsibility of the employee.

### CERTIFICATE OF RECEIPT

Employees SHALL be provided a one-time written copy of the district’s Drug and Alcohol Testing Policy. Employees shall be asked to sign the certificate of receipt certifying that he or she has received a copy of the policy. The district will maintain the original certificate of receipt in employees’ personnel file. New employees will be required to sign a certificate of receipt before a contract is issued.

### FUTURE DRUG AND ALCOHOL TESTING POLICIES

The Charleston School District reserves the right to adopt future random or pre-employment drug and/or alcohol testing policies for all classifications of employees. If such testing policies are adopted at a later date, the Charleston School District shall give its current employees a (30) thirty day notice.

Legal References:       A.C.A. § 6-19-108  
                                  A.C.A. § 6-19-119  
                                  A.C.A. § 27-23-201 et seq.  
                                  49 C.F.R. § 382.101 – 605  
                                  49 C.F.R. § part 40  
                                  49 C.F.R. § 390.5  
                                  Arkansas Division of Academic Facilities and Transportation Rules Governing  
                                  Maintenance and Operations of Arkansas Public School Buses and Physical  
                                  Examinations of School Bus Drivers

Date Adopted:       March 30, 2015  
Last Revised:       April 25, 2016



## 8.4F1 Certificate of Receipt, Drug and Alcohol Testing Employee Consent

I certify that I have received a copy of the Charleston School District's policy on controlled substance (drugs) and/or alcohol.

I agree to comply with Charleston School District's policy regarding drug and/or alcohol use, and I understand that my failure to comply with the policy will be grounds for disciplinary actions up to and including termination of employment.

I consent to fully participate in the drug and/or alcohol-testing protocol as defined in the district's policy.

I consent to provide a specimen at a collection site designated by Charleston School District, and further, I consent to the specimen being analyzed for drugs and/or alcohol at the Department of Health and Human Services (DHHS) certified laboratory selected by the Charleston School District.

I consent to the release of laboratory drug and/or alcohol test results to a medical review officer (MRO) selected by the Charleston School District. After the results are reviewed by said MRO, I consent to the verified results being released/provided to the designated representative of the Charleston School District.

In the event the drug/alcohol testing protocol is executed following a work-related incident that may, or may not, have resulted in personal injury to me or others, or property damage or other's personal or real property, I consent to the test results being released to my employer's workers' compensation insurance carrier.

I understand that I will be given an opportunity to explain a positive analytical result of the drug and/or alcohol test of the specimen that I submitted to the MRO before the result is reported to my employer or workers' compensation insurance carrier as a verified positive test result.

I consent to the release of laboratory drug and/or alcohol test result when the district is consulting with legal counsel in connection with a positive test result or when the information is relevant to the district's defense in a civil or administrative matter.

I consent to the release of laboratory drug and/or alcohol test result among district administration as is reasonably necessary for making disciplinary decisions relating to violations of drug or alcohol standards of conduct adopted by the Charleston School District's Drug and Alcohol Testing Policy.

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

Employee's Social Security Number: \_\_\_\_/\_\_\_\_/\_\_\_\_\_

Employee's Signature: \_\_\_\_\_

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

Date Adopted: March 30, 2015

**8.4F2—REASONABLE SUSPICION DOCUMENT**

**Alcohol** \_\_\_\_\_ **Controlled Substances** \_\_\_\_\_

**Employee's Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Date of Observation:** \_\_\_\_\_ **Time of Observation:** \_\_\_\_\_

**Location of Observation:** \_\_\_\_\_

**Appearance** (check items that apply)

- \_\_\_\_\_ Flushed complexion
- \_\_\_\_\_ Disheveled clothing
- \_\_\_\_\_ Blood shot eyes
- \_\_\_\_\_ Drowsiness
- \_\_\_\_\_ Eye-hand coordination problems
- \_\_\_\_\_ Trembling extremities
- \_\_\_\_\_ Perspiring
- \_\_\_\_\_ Runny nose; reddened or sore nose
- \_\_\_\_\_ Sinus/nasal problems; nosebleeds

**Behavior** (check items that apply)

- \_\_\_\_\_ Loss of inhibitions (cursing, sexual advances, risk taking)
- \_\_\_\_\_ Paranoid
- \_\_\_\_\_ Frequent use of mouthwash, mints, breath sprays, eye drops
- \_\_\_\_\_ Complaints of changes in body temperatures
- \_\_\_\_\_ Excessive sweating and shakiness
- \_\_\_\_\_ Unexplained bursts of energy
- \_\_\_\_\_ Hallucinations
- \_\_\_\_\_ Staggered gait
- \_\_\_\_\_ Impaired motor skills
- \_\_\_\_\_ Lack of coordination
- \_\_\_\_\_ Anxious behavior
- \_\_\_\_\_ Aggressive behavior

**Eye Movement** (check items that apply)

- \_\_\_\_\_ Spasmodic jerks
- \_\_\_\_\_ Dilated pupils
- \_\_\_\_\_ Glazed look
- \_\_\_\_\_ Inability to focus
- \_\_\_\_\_ Light sensitivity
- \_\_\_\_\_ Reddened eyes

**Odors** (check items that apply)

- Odor of alcohol on breath
- Odor similar to burnt rope on clothing or breath

**Speech** (check items that apply)

- Loudness
- Incoherent
- Rapid
- Excessive talkativeness
- Slurred
- Inappropriate laughter
- Disconnected speech patterns
- Irrational speech
- Exaggerated pronunciation

**Other Observed Behaviors** (describe)

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**Physical Evidence** (describe)

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**Explanation of Employee**

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**Notification to Employee**

Employee was advised that a refusal to submit to a reasonable suspicion test is considered the same as a positive test result.

**A copy of the REASONABLE SUSPICION DOCUMENT will be provided to the employee and the original document will be placed in the employee's personnel file.**

**Certification of School Official/Witness**

To the best of my knowledge and belief, this report documents the appearances, behaviors, or conduct of the above named employee observed by me and upon which I based my decision to require said employee to submit to a reasonable suspicion test.

\_\_\_\_\_  
Signature of School Official (required)

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Signature of Witness (required)

\_\_\_\_\_  
Date of Signature

Date Adopted:            March 30, 2015

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## 8.5—CLASSIFIED EMPLOYEES SICK LEAVE

### Definitions

1. For the specific purpose of this policy, “Classified Employee” is a full-time (at least 9 month contract) employee of the District who is not required to have a teaching license as a condition of 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 (1) day of sick leave per contracted month, or major part thereof.
4. “Accumulated Sick Leave” is the total of unused sick leave, up to a maximum of ninety (90) days accrued from previous contracts, but not used. Accumulated sick leave also includes the sick leave transferred from an employee’s previous public school employment.
5. “Immediate family” means spouse, children, persons in a “step” relationship, grandchildren, parents, parents-in-law, brothers or sisters, or other relatives living in the employee’s household. The Charleston School District has adopted this definition for specific and limited application to Sick Leave; FMLA has its own definition of family member.

Contracted classified employees shall be granted paid sick leave at full pay per the following scale:

9 month contract—10 paid sick leave days  
10 month contract—11 paid sick leave days  
11 month contract—12 paid sick leave days  
12 month contract—13 paid sick leave days

A. Part-time contracted employees shall be granted sick leave at full pay at a prorated amount using the above scale.

Sick leave shall be in force beginning with the first day of the first school term for which each employee is employed. If a classified employee resigns or leaves his or her position for any reason before the end of the school term, the district may deduct from his or her last paycheck full compensation for any days of sick leave used in excess of the number of days earned.

Employees who leave the employment of one school district within the state for employment in another school in the state shall be granted credit by the new district for any unused sick leave accumulated in the former school district, not to exceed ninety (90) days. Such employees must furnish proof in writing from the school district of former employment.

## **Sick Leave Approval**

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

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

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

At the discretion of the principal (or Superintendent), and, if FMLA is applicable, subject to the certification or recertification provisions contained in policy 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE the District may require a written statement from the employee's physician documenting the employee's illness. Failure to provide such documentation of illness may result in sick leave not being paid, or in discipline up to and including termination.

If the employee's absences are not subject to the FMLA or are in excess of what is protected under the FMLA, excessive absenteeism, to the extent that the employee is not carrying out his/her assigned duties to the degree that the education of students or the efficient operation of a school or the district is substantially adversely affected (at the determination of the principal or Superintendent) may result in termination.

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

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

## **Sick Leave and Outside Employment**

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

## **Spousal Donation**

As allowed by Arkansas Code §6-17-1208, district employees who are a legally married couple are eligible to utilize the other's accumulated sick leave. If the employee's are paid at different rates of pay, the lesser rate of pay shall be used for the purposes of the donated sick days—see also 8.6—CATASTROPHIC LEAVE BANK.

## **Personal Leave Deducted From Available Sick Leave**

Approved paid personal leave **shall be deducted from available Sick Leave; approved paid personal leave is limited to a maximum of three (3) days per year.** Approval of these days must be requested in advance from the employee's immediate principal/supervisor. Paid or unpaid personal leave should not be taken immediately before or after a school holiday/vacation/spring break or during the first or last weeks of school.

Requests for any personal leave may be denied at the principal's/supervisor's discretion. If a request for personal leave is denied, the superintendent (or designee) may, at his or her discretion depending on the circumstance, approve the request as a day without pay. If a day without pay is granted, it shall not count against accumulated sick leave.

## **Leave Due to Weather Conditions**

The Charleston Board of Education has made the following policy clarification concerning personnel who do not report to work because of weather conditions when school is in session. These days shall first be counted as personal and deducted from available paid leave. If no personal leave is available, these days shall be counted as Sick Leave. If no paid leave is available, pay will be forfeited for these days.

## **Board Approved Unpaid Leave of Absence Without Benefits**

To be eligible for Unpaid Leave of Absence without benefits, an employee must have exhausted all other leaves provided in accordance with district policies. When leave is no longer available under other Charleston School District leave policies, an employee may be granted an Unpaid Leave of Absence for acceptable reasons when requested by the employee and approved by the Board of Education. If approved, the Unpaid Leave of Absence shall not exceed one school year per request.

Application for Unpaid Leave of Absence without benefits must be made by the employee in writing to the superintendent of schools. In the letter requesting Unpaid

Leave of Absence, the employee should state the reason for absences, the dates he or she wishes the Unpaid Leave of Absence to begin and end, and any other information that will support his or her request.

Specified acceptable reasons for Unpaid Leave of Absence are personal illness, personal emotional illness, personal bodily injury, maternity, or illness or death of an immediate family member. An employee may be subject to dismissal if he/she fails to promptly report to work at the expiration of approved leaves.

### **Accumulated Sick Leave**

Classified employees having accumulated more than ninety (90) days shall be reimbursed for unused sick leave above ninety (90) days at the rate of \$25 above substitute's pay.

### **Accumulated Sick Leave Upon Retirement With No Separation Period**

A person eligible to receive an annuity (with no employment separation period) from the Arkansas Teacher Retirement System and continues working may make a written request to receive payment for unused sick leave days or payment shall be deferred until employment with the district ends. Upon payment of unused sick leave, a person cannot reclaim or be eligible for payment of unused sick leave days a second time. To be eligible to receive pay for unused sick leave days upon retirement, personnel must have worked in the Charleston School District for a minimum of ten (10) years. Unused sick leave days are paid at the current rate (at the time of payment) of pay for a substitute teacher times the number of sick leave days accumulated.

### **Accumulated Sick Leave Upon Retirement or Death**

Upon retirement or death, eligible classified personnel of the Charleston School District, or beneficiary of said personnel, shall be paid for unused sick leave days at the current rate of pay for a substitute employee times the number of sick leave days accumulated.

Beneficiary shall be the same as the listed beneficiary determined by the Arkansas Teacher Retirement System.

To be eligible to receive pay for unused sick leave days, the classified personnel must have worked in the Charleston School District for a minimum of ten (10) years and be an approved applicant for the teacher retirement benefits.

Upon payment, the retiree cannot reclaim sick leave days or be eligible for this benefits a second time should he/she return to school employment with the Charleston School District.



### **Sick Leave—Bus Drivers**

1. Bus Drivers shall be granted paid sick leave at full pay per the following scale:

9 month contract—10 paid sick leave days

The morning route shall count as ½ day sick leave. The afternoon route shall count as ½ day sick leave.

A. The Charleston School District will establish and maintain sick leave records for bus drivers separate from any other licensed or non-licensed sick leave records.

2. Bus drivers may use sick leave for personal illness or the illness or death of a family member. FMLA has its own definition of family member. However, for specific and limited application to Leave for Illness, the Charleston School District has adopted a common, more inclusive definition for "family member" as follows: "Family member" means spouse, children, grandchildren, parents, parents-in-law, brothers or sisters, or other relatives living in the employee's household. The definition of "family member" also includes those persons in a "step" relationship.

3. Bus drivers having accumulated more than ninety (90) days shall be reimbursed for unused sick leave at the rate of substitute's pay per unused day above ninety (90) days.

4. After all paid sick leave expires, all sick leave benefits will be terminated and all pay will be forfeited.

5. Bus drivers who leave the employment of one school district within the state for employment in another school in the state shall be granted credit by the new district for any unused sick leave accumulated in the former school district, not to exceed ninety (90) days. Such employees must furnish proof in writing from the school district of former employment.

### **Personal Leave—Bus Drivers**

Approved paid Personal Leave shall be deducted from available sick leave; approved paid Personal Leave is limited to a maximum of three days per year for licensed and non-licensed employees. Approval of these days must be requested in advance from the employee's immediate principal/supervisor. Paid or unpaid Personal Leave should not be taken immediately before or after a school holiday/vacation/spring break or during the first or last weeks of school.

Requests for any Personal Leave may be denied at the principal's/supervisor's discretion. If a request for Personal Leave is denied, the superintendent (or designee) may, at his or her discretion

depending on the circumstance, approve the request as a day without pay. If a day without pay is granted, it shall not count against accumulated sick leave.

An employee who exceeds “approved” Personal Leave shall be subject to disciplinary action and/or termination of employment.

### **Bus Driver Accumulated Sick Leave Upon Retirement With No Separation Period**

A person eligible to receive an annuity (with no employment separation period) from the Arkansas Teacher Retirement System and continues working may make a written request to receive payment for unused sick leave days or payment shall be deferred until employment with the district ends. Upon payment of unused sick leave, a person cannot reclaim or be eligible for payment of unused sick leave days a second time. To be eligible to receive pay for unused sick leave days upon retirement, personnel must have worked in the Charleston School District for a minimum of ten (10) years. Unused sick leave days are paid at the current rate (at the time of payment) of pay for a substitute teacher times the number of sick leave days accumulated.

### **Sick Leave For Bus Drivers Upon Retirement or Death –Bus Drivers**

Upon retirement or death, eligible bus drivers of the Charleston School District shall be paid for unused sick leave days at the current rate of pay for a substitute bus driver times the number of sick days accumulated.

Beneficiary shall be as determined by the Arkansas Teacher Retirement System.

To be eligible to receive pay for unused sick leave days, bus drivers must have been employed by the Charleston School District for a minimum of ten (10) years and be an approved applicant for teacher retirement benefits. Upon payment, the retiree cannot transfer sick leave days to another school district, reclaim sick leave days, or be eligible for this benefit a second time should he/she return to school employment.

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

Legal References:        A.C.A. § 6-17-1301 et seq.  
                                  29 USC §§ 2601 et seq.  
                                  29 CFR 825.100 et seq.  
                                  Act 1180 of 2015

Date Adopted:            March 30, 2015  
Last Revised :            May 21, 2015  
Last Revised:            November 23, 2015  
Last Revised:            April 25, 2016

## **8.6—CATASTROPHIC LEAVE BANK**

The district has a combined sick leave bank for Classified and Licensed employees. The Catastrophic Leave Bank is established for the purpose of permitting employees, upon approval, to obtain sick leave compensation in excess of accumulated and current sick leave when the employee has exhausted all such leave.

### **Definitions**

1. Catastrophic Leave Bank means a pool of accrued annual sick leave voluntarily donated by employees of the District which may be approved for the use of employees who meet Catastrophic Medical Condition eligibility requirements. The Catastrophic Leave Bank is also referred to herein as Bank.
2. Catastrophic Leave means paid leave granted for absences resulting from a Catastrophic Medical Condition of the employee or the employee's family member. The Catastrophic Leave Bank is intended to provide paid leave of absences which would result in a substantial loss of income to the employee who has exhausted all paid sick leave and vacation.
3. Catastrophic Medical Condition means an emergency limited to catastrophic and/or debilitating medical situations, severely complicated disabilities and/or severe accidents of the employee or a family member which would cause the employee to be unable to perform his/her job, require a period of recuperation and/or require the employee's absence from duty as certified by a physician.
4. FMLA has its own definition of family member. However, for specific and limited application to the Catastrophic Leave Bank, the Charleston School District has adopted a common, more inclusive definition for "family member" as follows: "Family member" means spouse, children, grandchildren, parents, parents-in-law, brothers or sisters, or other relatives living in the employee's household. The definition of "family member" also includes those persons in a "step" relationship.
5. Catastrophic Leave Bank Committee means a five (5) member committee that shall oversee the administration of the Catastrophic Leave Bank. The Catastrophic Leave Bank Committee is also referred to herein as Committee.
6. Retiree means a person receiving an annuity from the Arkansas Teacher Retirement System.

### **Requirements for Catastrophic Leave Bank Membership**

1. To be eligible to become a member of the Catastrophic Leave Bank, the employee must be a contracted licensed employee or contracted non-licensed employee and agree to the terms of the Catastrophic Leave Bank policy. An existing employee may become a member of the Bank by contributing one day of his/her sick leave allowance on or before October 1 of each school year. Each newly hired contracted employee shall be offered the option of becoming a member of the Bank at the time of initial employment.

- A. Catastrophic Leave Bank membership shall be subject to the employee executing the Catastrophic Leave Bank Liability Agreement.
- B. Once sick leave days have been contributed to the Catastrophic Leave Bank, the usage of those days shall be governed by the Catastrophic Leave Bank Committee and not by the Charleston School District's Leave for Illness Policy.
- C. Only Catastrophic Leave Bank members who have made a contribution to the Bank as required may request Catastrophic Leave.
- D. Sick leave contributed to the Catastrophic Leave Bank shall not be returned to any employee.
- E. Catastrophic Leave must be approved by the Catastrophic Leave Bank Committee.

2. After contributing a minimum of at least one day of sick leave, members (not having received Catastrophic Leave) of the Catastrophic Leave Bank shall not be required to contribute to the Bank again as long as the Bank is considered to be solvent. When the Catastrophic Leave Bank Committee determines that more days are needed for the Bank to remain solvent, each member shall be requested to contribute at least one day of his/her sick leave; failure of a member to comply shall result in termination as a Bank member.

#### **Retiree Continues Working With No Separation Period**

1. A retiree, who is 65 or older and receives Arkansas Teacher Retirement benefits, **continues working at the Charleston School District** (no separation period), AND receives payment of unused sick leave SHALL NOT be eligible for Catastrophic Leave Bank membership/leave.
2. A retiree, who is 65 or older and receives Arkansas Teacher Retirement benefits, **continues working at the Charleston School District** (no separation period), but does NOT receive payment of unused sick leave shall remain eligible for Catastrophic Leave Bank membership/leave.

#### **Retiree Continues Working After Separation Period**

1. An employee who received payment of unused sick leave days shall NOT be eligible for Catastrophic Leave Bank membership/leave again unless the following minimum separation period has been met:
  - A. A retiree, who at the time the effective retirement date, is under age 65 and has LESS than 38 years of ATRS credited service, must terminate employment with the Charleston School District and with all ATRS covered employers for **six (6) calendar months** to be eligible for Catastrophic Leave Bank membership/leave.
  - B. A retiree, who at the time the effective retirement date, is under age 65 and has MORE than 38 years of ATRS credited service, must terminate employment with the Charleston School District and with all ATRS covered employers for a **full calendar month** to be eligible for Catastrophic Leave Bank membership/leave.

## **Additional Requirements for Catastrophic Leave Bank Membership**

1. In the event a member receives Catastrophic Leave, he or she must reestablish his/her membership in the Catastrophic Leave Bank by contributing at least one additional day of his/her sick leave allowance on or before October 1 of the next school year. If the employee fails to contribute at least one additional day by October 1 of the next school year, he/she may rejoin the Bank on or before October 1 of any subsequent school year of employment. The employee is responsible for keeping his/her membership in good standing.

Retirees with a separation period may reestablish his/her membership in the Catastrophic Leave Bank by contributing at least one additional day of his/her sick leave allowance on or before October 1.

## **Catastrophic Leave Bank Committee**

1. A five (5) member Catastrophic Leave Bank Committee with the assistance of the Superintendent shall oversee the administration of the Catastrophic Leave Bank. The Committee shall be comprised of three licensed faculty (one from each school) and two non-licensed staff members (one must be from the central office to fulfill record retention requirements). Each member of the Committee must be a member of the Bank.

2. The Catastrophic Leave Bank Committee's licensed members shall be elected by licensed faculty members at the same time as members of the Licensed Personnel Policy Committee are elected. The Committee's non-licensed member shall be elected by District non-licensed staff members at the same time as members of the Non-Licensed Personnel Policy Committee are elected (one must be from the central office to fulfill record retention requirements). The Committee chairperson shall be elected by committee members.

3. The Catastrophic Leave Bank Committee shall not be considered an agency, board, or other subdivision of the Charleston School District. The Committee's decisions/actions are not subject to grievance, arbitration, or litigation. The Committee's decisions/actions are final. The Committee shall have the authority to grant, reduce, or deny any employee's application for Catastrophic Leave. Bank membership shall be subject to the employee executing the Catastrophic Leave Bank Liability Agreement.

## **Catastrophic Leave Bank Committee Responsibility**

1. The responsibility of the Catastrophic Leave Bank Committee shall be to review all Catastrophic Leave requests, ensure that all eligibility requirements are met, and administer the Bank according to the provisions of this policy.

2. The Catastrophic Leave Bank Committee shall work closely with the Superintendent, Principals, and District Treasurer to administer Catastrophic Leave.

## **Applying for Catastrophic Leave**

Catastrophic Leave Bank members in good standing may apply for Catastrophic Leave by completing a Catastrophic Leave application with attached Physician's Certificate.

## **Rules of Operation**

The Catastrophic Leave Bank Committee shall administer Catastrophic Leave from the Catastrophic Leave Bank according to the following rules:

1. To apply for Catastrophic Leave, the employee must have exhausted all paid sick leave and vacation.
2. **Workers Compensation:** If the employee's Catastrophic Medical Condition is a result of a work related injury covered by Worker's Compensation, any Catastrophic Leave compensation shall be reduced by any Worker's Compensation received by the employee to ensure total benefits do not exceed 100% of the employee's daily rate of pay. The employee must provide sufficient information regarding his/her Worker's Compensation benefit amount for the Committee to make a determination of Catastrophic Leave eligibility.
3. **Disability Insurance:** If the employee's Catastrophic Medical Condition is covered by Disability Insurance, Catastrophic Leave shall be reduced by any Disability Insurance received by the employee to ensure total benefits do not exceed 100% of the employee's daily rate of pay. The employee must provide sufficient information regarding his/her Disability Insurance benefit amount for the Committee to make a determination of Catastrophic Leave eligibility.
4. The employee's attendance history for two years prior to application for Catastrophic Leave may be considered by the Committee in making a Catastrophic Leave determination.
  - A. The employee may elect to consent to the release of his/her Attendance History to the Catastrophic Leave Committee to support his/her request for Catastrophic Leave. Failure to provide consent may result in denial of Catastrophic Leave.
  - B. Committee members are strictly prohibited from discussing the employee's confidential information (Attendance History) outside any meeting specifically held for the purpose of making a Catastrophic Leave determination.
5. No employee shall be approved for Catastrophic Leave unless that employee is, or is reasonably expected to be, on leave-without-pay status as a result of a Catastrophic Medical Condition of the employee or a family member.
6. No employee shall be approved for Catastrophic Leave unless that employee has provided an acceptable Physician's Certificate from a physician supporting the reason for any continued absence and setting forth that the employee is reasonably expected to be, and shall continue to be, unable to perform the employee's duties due to a Catastrophic Medical Condition of the employee or a family member.

- A. The employee or the family member (if applicable) shall be required to release the Physician's Certificate which contains personal health information to members of the Catastrophic Leave Bank Committee for the purpose of making a Catastrophic Leave determination. Failure to release the Physician's Certificate to the Committee shall result in denial of Catastrophic Leave.
  - B. Committee members are strictly prohibited from discussing the employee's confidential information (Physician's Certificate) outside any meeting specifically held for the purpose of making a Catastrophic Leave determination.
7. No employee shall be granted Catastrophic Leave beyond the date certified by a physician as the date when the employee is able to return to work.
8. Catastrophic Leave may be granted by the Committee only after the date the employee exhausts all paid sick leave and vacation.
9. Catastrophic Leave shall be granted only in cases of a Catastrophic Medical Condition as determined by the Catastrophic Leave Bank Committee.
10. Request for Catastrophic Leave shall be made on a Catastrophic Leave application submitted to the chairperson or member of the Committee.
11. Catastrophic Leave paid from the Catastrophic Leave Bank may be granted up to a maximum of (15) fifteen days at full pay per individual employee each school year. The maximum amount of Catastrophic Leave at full pay during the total employment tenure of an individual employee shall not exceed (50) fifty days.
12. In the event that the employee receiving Catastrophic Leave is terminated, retires, dies or returns to work prior to expiration of previously approved Catastrophic Leave, all unused Catastrophic Leave granted from the Catastrophic Leave Bank shall be credited back to the Bank.

### **Spousal Donation**

As allowed by Arkansas Code §6-17-1208, district employees who are a legally married couple are eligible to utilize the other's accumulated sick leave. If the employee's are paid at different rates of pay, the lesser rate of pay shall be used for the purposes of the donated sick days.

### **Personnel Contribution of Sick Leave**

No provision of this policy shall prevent licensed or non-licensed personnel from contributing his/her sick leave to the credit of any faculty or staff member *except for the following conditions:*

- A. Employee contributions of sick leave may be made to another employee **prior** to the expiration of an employee's FMLA entitlement period; and/or
- B. Employee contributions of sick leave may be made to another employee who

is on board approved unpaid Leave of Absence which is specifically due to a Catastrophic Medical Condition supported by a Physician's Certificate. In such a case, contributions of sick leave must be made **prior** to the expiration of the employee's board approved Leave of Absence.

- C. Licensed or non-licensed personnel who contribute sick leave to the credit of any staff member shall not have that leave returned under any circumstance.
- D. If an employee is covered by a disability policy, personnel contributions of sick leave may not be in excess of the employee's daily rate of pay.

Legal Reference: A.C.A. § 6-17-1208

Date Adopted: March 30, 2015

Last Revised: November 23, 2015

Last Revised: April 25, 2016



**8.6F1—CATASTROPHIC LEAVE BANK—APPLICATION FOR MEMBERSHIP**

I, \_\_\_\_\_, desire to voluntarily join the Catastrophic Leave Bank, and I agree to contribute \_\_\_\_\_ sick leave day(s) to the Bank in accordance with the Charleston School District’s Catastrophic Leave Bank Policy.

- A. I will be required to sign a release of Liability Agreement to become a member of the Catastrophic Leave Bank.
- B. Once a sick leave day is contributed to the Catastrophic Leave Bank, the usage of that day shall be governed by the Catastrophic Leave Bank Committee and not by the Charleston School District’s Leave for Illness Policy.
- C. Sick leave I contribute to the Catastrophic Leave Bank shall not be returned to me under any circumstance.
- D. My request for Catastrophic Leave shall require approval of the Catastrophic Leave Bank Committee. I agree to accept the Committee’s decisions/actions as being final.
- E. If and when I apply for Catastrophic Leave, I may elect to release my Attendance History to the Catastrophic Leave Committee to support my request; I understand my prior Attendance History for two years may be used by the Committee to make a Catastrophic Leave determination.
- F. My absence from duty must be due to a Catastrophic Medical Condition that is supported by a Physician’s Certificate. If and when I apply for Catastrophic Leave, my family member (if applicable) or I must consent to the release of the required Physician’s Certificate which contains personal, confidential health information to members of the Catastrophic Leave Bank Committee for the purpose of making a Catastrophic Leave determination.
- G. Catastrophic Medical Condition means an emergency limited to catastrophic and debilitating medical situations, severely complicated disabilities and/or severe.
- H. I must have exhausted all paid sick leave and vacation as a result of my Catastrophic Medical Condition or the Catastrophic Medical Condition of my family member.
- I. Catastrophic Leave paid from the Catastrophic Leave Bank may be granted up to a maximum of (15) fifteen days per school year. The maximum amount of Catastrophic Leave during my total employment tenure shall not exceed (50) fifty days.
- J. In the event I receive Catastrophic Leave, I must reestablish my membership in the Catastrophic Leave Bank by contributing at least one additional day of my sick leave allowance on or before October 1 of the next school year. If I fail to contribute at least one additional day by October 1 of the next school year, I may rejoin the Bank on or before October 1 of any subsequent school year of employment. I am responsible for keeping my membership in good standing.

By my signature below, I certify that I understand that the Catastrophic Leave Bank Policy includes but is not limited to the above terms.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date Signed

Date Adopted:            March 30, 2015

**8.6F2—CATASTROPHIC LEAVE BANK—LIABILITY AGREEMENT**

(Must be completed by all Bank members)

**Forfeiture of Benefits**

I understand that I will forfeit the benefits of the Catastrophic Leave Bank by:

- A. Resignation or termination of employment with the Charleston School District.
- B. Any fraud or misrepresentation of facts in making application for benefits from the Catastrophic Leave Bank.

**Release from Liability**

The Catastrophic Leave Bank Committee is not an agency, board, or other subdivision of the District. The Committee’s decisions/actions are not subject to grievance, arbitration, or litigation. The Committee shall have the authority to grant, reduce, or deny any employee’s application for Catastrophic Leave. The Committee’s decisions/actions are final.

**Catastrophic Leave Bank Policy**

A complete copy of the Charleston School District Catastrophic Leave Bank Policy shall be available on the district’s official website.

**Agreement to Terms and Policy**

By my signature below, I understand that Bank membership and Catastrophic Leave shall be subject to the above terms and the provisions set forth in the Charleston School District Catastrophic Leave Bank Policy as approved by the Board of Education.

\_\_\_\_\_  
Sick Leave Bank Member’s Signature

\_\_\_\_\_  
Date Signed

Legal Reference:       A.C.A. § 6-17-1306

Date Adopted:         March 30, 2015

## 8.6F3—CATASTROPHIC—APPLICATION FOR LEAVE

Employee's Name \_\_\_\_\_ Phone Number \_\_\_\_\_

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### Part 1: Application and Certification: (To be completed by employee or his/her designee.)

- I have been affected by a Catastrophic Medical Condition, and I understand that a Physician's Certificate is required. By my signature below, I am giving consent for the Committee to review such Certification which contains personal health information.
  - A family member has been affected by a Catastrophic Medical Condition, and he/she understands that a Physician's Certificate is required. By a family member's signature below, he/she is giving consent for the Committee to review such Certification which contains personal health information.
  - A Physician's Certificate supporting a Catastrophic Medical Condition is attached.
  - I have or will have exhausted all paid leave as of this date: \_\_\_\_\_
  - I am requesting \_\_\_\_\_ days from the Catastrophic Leave Bank.
- Application for Worker's Compensation Status Not filed Approved Pending Denied  
Disability Insurance Compensation Status Not filed Approved Pending Denied

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### Workers Compensation Status: (Complete this section only if applicable.)

Expected duration of work related illness or injury is \_\_\_\_\_ days.

Workers Compensation Commenced on \_\_\_\_\_.

The daily rate of Worker's Compensation Benefits is \_\_\_\_\_.

- I am requesting \_\_\_\_\_ days from the Catastrophic Leave Bank. I understand any Catastrophic Leave compensation received by myself shall be reduced by any Worker's Compensation received by myself to ensure total benefits do not exceed 100% of my daily rate of pay.

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### Disability Insurance Status: (Complete this section only if applicable.)

Date Disability Insurance Benefits Commenced on \_\_\_\_\_.

The daily rate of Disability Insurance Benefits is \_\_\_\_\_.

- I am requesting \_\_\_\_\_ days from the Catastrophic Leave Bank. I understand any Catastrophic Leave compensation received by myself shall be reduced by any Disability Insurance compensation received by myself to ensure total benefits do not exceed 100% of my daily rate of pay.

I (we) the undersigned, certify as follows: The employee's absence from work is due to the Catastrophic Medical Condition of the employee or a family member. **I (employee) or a family member elect to release the attached Physician's Certificate** which contains personal health information to members of the Catastrophic Leave Bank Committee. **I (employee) furthermore elect to release my employment Attendance History for the previous two years** to members of the Catastrophic Leave Bank Committee.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Family Member's Signature (if applicable)

\_\_\_\_\_  
Date Signed

**Part 2: Combined Total of Catastrophic Leave Granted  
(To be reviewed and completed by the District Treasurer)**

Catastrophic Leave paid from the Catastrophic Leave Bank may be granted up to a maximum of (15) fifteen days at full pay per individual employee each school year. The maximum amount of Catastrophic Leave at full pay during the total employment tenure of an individual employee shall not exceed (50) fifty days.

1. Previous Number of Catastrophic Leave Days Received \_\_\_\_\_ Year(s) \_\_\_\_\_  
(Amount of Catastrophic Leave received prior to this application)
  
2. Current Number of Catastrophic Leave Days Approved for this Application \_\_\_\_\_  
(Maximum of (15) fifteen days per individual employee each school year)
  
3. Cumulative Number of Catastrophic Leave Days Approved \_\_\_\_\_ Year(s) \_\_\_\_\_  
(Shall not exceed (50) fifty days for an individual employee's employment tenure, add lines 1 & 2 )

Has the employee exceeded the maximum Catastrophic Leave allowed per school?

Yes   No

\_\_\_\_\_  
District Treasure's Signature

\_\_\_\_\_  
Date Signed

---

**Part 3: Catastrophic Leave Committee Review and Recommendation (Completed by Committee)**

Date Application of Current Catastrophic Leave Received \_\_\_\_\_

Date Reviewed \_\_\_\_\_

Current Application Approved   Yes        No

Amount of Catastrophic Leave Days Approved for this Application \_\_\_\_\_

Brief Explanation for Application Disapproval \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Bank Chairperson's Signature

\_\_\_\_\_  
Date

*\*Original copy should be provided to the Superintendent's Office and a copy should be provided to the employee requesting Catastrophic Leave.*

Date Adopted:            March 30, 2015

**8.6F4—CATASTROPHIC LEAVE BANK—PHYSICIAN’S CERTIFICATE**

**Employee: Please complete this section.**

\_\_\_\_\_

Please print:

Name \_\_\_\_\_ Position \_\_\_\_\_

Phone Number \_\_\_\_\_ Date \_\_\_\_\_

I hereby make application for Catastrophic Leave to be charged to the Catastrophic Leave Bank of the Charleston School District. I am currently a member of the Bank, and I understand that I must conform to all stipulations of the Catastrophic Leave Bank Policy as approved by the Charleston Board of Education.

**I the undersigned hereby authorize the release of information regarding my illness or injury by my physician to the Catastrophic Leave Bank Committee and/or the Charleston School District.**

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Family Member (if applicable)

\_\_\_\_\_  
Date

\*\*\*\*\*

**Physician: Please complete the following section.**

Please print:

Physician’s Name \_\_\_\_\_ Phone \_\_\_\_\_

Business Address \_\_\_\_\_

The above employee has requested Catastrophic Leave to be charged to the Charleston School District’s Catastrophic Leave Bank. Please respond to the following items relative to this employee’s/family member’s illness or injury so that we may process his/her request. Should you or your staff have questions, please call the number shown above. The employee/family member has authorized release of the information pertinent to this request.

**Catastrophic Medical Condition means an emergency limited to catastrophic and debilitating medical situations, severely complicated disabilities and/or severe accidents of the employee or a family member which would cause the employee to be unable to perform his/her job, require a period of recuperation and/or require the employee's absence from duty as certified by a physician.**

Do you consider this employee’s/family member’s illness to be a Catastrophic Medical Condition as defined above?

Yes       No

Briefly describe the nature of the employee’s/family member’s illness or injury.

---

---

---

---

Date you initially treated illness or injury described above. \_\_\_\_\_

If surgery was performed, please indicate date. \_\_\_\_\_

Date employee will be able to return to work. \_\_\_\_\_

\_\_\_\_\_  
Signature of Licensed Physician

\_\_\_\_\_  
Date of Signature

Date Adopted: March 30, 2015

**8.6F5— CATASTROPHIC LEAVE BANK—DONATION TO AN EMPLOYEE**

Donation of sick leave is intended simply to assist eligible employees needing assistance as a result of a Catastrophic Medical Condition. This form is to be completed by a Charleston School District employee wishing to donate sick leave to another employee who has exhausted all other paid leaves.

Name of Employee (Donor)\_\_\_\_\_

Number of Days Donated \_\_\_\_\_  
(Donors may give in full or half day increments.)

Days Donated to \_\_\_\_\_

I certify that:

- A. I am making this donation entirely of my own free will and that no attempts have been made to intimidate, threaten, or coerce me to donate my sick leave. I understand that I have no right under any circumstance to have any of the donated sick leave restored to my accrued sick leave.
- B. I understand that I may only donate sick leave to another employee in accordance with the Charleston School District’s board approved Catastrophic Leave Bank Policy, and I may request a copy of district policies at any time.

\_\_\_\_\_  
Signature of Employee (Donor)

\_\_\_\_\_  
Date Signed

Date Adopted:            March 30, 2015

## **8.7—CLASSIFIED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE**

### **Personal Leave Deducted From Available Sick Leave**

Approved paid personal leave **shall be deducted from available Sick Leave; approved paid personal leave is limited to a maximum of three (3) days per year.** Approval of these days must be requested in advance from the employee's immediate principal/supervisor. Paid or unpaid personal leave should not be taken immediately before or after a school holiday/vacation/spring break or during the first or last weeks of school.

Requests for any personal leave may be denied at the principal's/supervisor's discretion. If a request for personal leave is denied, the superintendent (or designee) may, at his or her discretion depending on the circumstance, approve the request as a day without pay. If a day without pay is granted, it shall not count against accumulated sick leave.

An employee who exceeds approved personal leave shall be subject to disciplinary action and/or termination of employment.

### **Leave Due to Weather Conditions**

The Charleston Board of Education has made the following policy clarification concerning personnel who do not report to work because of weather conditions when school is in session. These days shall first be counted as personal and deducted from available paid leave. If no personal leave is available, these days shall be counted as Sick Leave. If no paid leave is available, pay will be forfeited for these days.

### **Board Approved Unpaid Leave of Absence Without Benefits**

To be eligible for Unpaid Leave of Absence without benefits, an employee must have exhausted all other leaves provided in accordance with district policies. When leave is no longer available under other Charleston School District leave policies, an employee may be granted an Unpaid Leave of Absence for acceptable reasons when requested by the employee and approved by the Board of Education. If approved, the Unpaid Leave of Absence shall not exceed one school year per request.

Application for Unpaid Leave of Absence without benefits must be made by the employee in writing to the superintendent of schools. In the letter requesting Unpaid Leave of Absence, the employee should state the reason for absences, the dates he or she wishes the Unpaid Leave of Absence to begin and end, and any other information that will support his or her request.

Specified acceptable reasons for Unpaid Leave of Absence are personal illness, personal emotional illness, personal bodily injury, maternity, or illness or death of an immediate family member. An employee may be subject to dismissal if he/she fails to promptly report to work at the expiration of approved leaves.

Employees shall take leave without pay for absences which are not due to attendance at school functions related to their job duties and do not qualify for other types of leave.

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

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



For employees other than the superintendent, the determination of what activities meet the definition of a school function shall be made by the employee's immediate supervisor or designee. For the superintendent, the school board of directors shall determine what activities meet the definition of a school function.

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

Personal leave should not be taken the day before or the day after a holiday/**vacation/spring break or during the first or last weeks of school.**

### **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 request to his immediate supervisor, setting forth the information necessary for the supervisor to make an informed decision. The supervisor's decision is subject to review and overruling by the superintendent. Budgeting concerns and the potential benefit for the District's students will be taken into consideration in reviewing a request for professional leave.

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

If the employee does not receive or does not accept remuneration for his/her participation in the professional leave activity and a substitute is needed for the employee, the District shall pay the full cost of the substitute. If the employee receives and accepts remuneration for his/her participation in the professional leave activity (e.g. scholastic audits), 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:         March 30, 2015

## **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.

Legal References:       A.C.A. § 5-14-132  
                                  Division of Elementary and Secondary Education Guidelines for  
"Megan's Law"

Date Adopted:         March 30, 2015

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

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

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

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

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

Cross Reference: Policy 8.17—Classified Personnel Political Activity

Legal Reference: A.C.A. § 6-17-115

Date Adopted: March 30, 2015

## **8.10—JURY DUTY –CLASSIFIED PERSONNEL**

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

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

Employees shall receive their regular pay from the district while serving jury duty. The **employee shall reimburse the district the stipend (less mileage) received for jury duty.**

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

Date Adopted:         March 30, 2015

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

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

### **Definitions**

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

“Exempt Employees” are those employees who are not covered under the FLSA because the employee’s:

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

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

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

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

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

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

### **Employment Relationships**

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

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

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

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

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

### **Hours Worked**

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

The District shall determine the manner to be used by employees to accurately record the hours they work. 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.

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 for another employee or who asks another employee to do so for him or her may be dismissed.

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

### **Breaks and Meals**

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

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

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

### **Overtime**

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

The rate of overtime pay for employees who work two (2) or more jobs for the District at different rates of pay shall be determined by creating a weighted average of the different rates (a.k.a. blended rate). The weighted

average will be calculated by multiplying the number of hours worked during that week for each position by the position's rate of pay, combining the resulting amounts for each position (straight time pay), and dividing the straight time pay by the total number of hours the employee worked in that week. The weighted average will then be multiplied by one half (0.5), which will then be multiplied by the number of hours the employee worked that week over forty (40).

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

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

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

#### **Overtime Authorization**

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

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

#### **Leave Requests**

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

Payment for leave could be delayed or not occur if an employee fails to turn in the required leave form. Leave may be taken in a minimum of 3.25 hour increments.

#### **Record Keeping and Postings**

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

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

### Cooperation with Enforcement Officials

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

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

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

Except for teachers and other staff whose primary job duties requires the employee to have a valid teaching license, in order for an employee to be an exempt employee under this policy, the Wage and Hour Division of the DOL requires the employee to receive a minimum amount of gross income on a weekly or annual basis.

Legal References:

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

Date Adopted: March 30, 2015  
Last Revised: May 21, 2015  
Last Revised: April 25, 2016  
Last Revised: July 17, 2017



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

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

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

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

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

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

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

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

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

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

Date Adopted:           March 30, 2015

## **8.13—CLASSIFIED PERSONNEL EMPLOYMENT**

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

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

It is grounds for termination of contract of employment if an employee fails a criminal background check or receives a true report on the Child Maltreatment Central Registry check. All classified employees shall complete, at District expense, a criminal records background check and Child Maltreatment Central Registry check at least one (1) time every five (5) years.

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

For unlicensed individuals employed as teachers or administrators under a waiver, all teachers who begin employment in the 2023-2024 school year and each school year thereafter shall demonstrate proficiency or awareness in knowledge and practices in scientific reading instruction as is applicable to their teaching position by completing the prescribed proficiency or awareness in knowledge and practices of the scientific reading instruction credential either as a condition of licensure or within one (1) year for teachers who are already licensed or employed as a teacher under a waiver from licensure.

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

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

Inquiries on nondiscrimination may be directed to the superintendent who may be reached at 479-965-7160.

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

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

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

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

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

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

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

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

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

Legal References:        Division of Elementary and Secondary Education Rules Governing Background Checks  
                                  Division of Elementary and Secondary Education Rules Governing the Code of Ethics for Arkansas Educators  
                                  A.C.A. § 6-17-301  
                                  A.C.A. § 6-17-414  
                                  A.C.A. § 6-17-428  
                                  A.C.A. § 6-17-429

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

Date Adopted:	March 30, 2015
Last Revised:	May 21, 2015
Last Revised:	April 25, 2016
Last Revised:	February 26, 2018
Last Revised:	February 24, 2020
Last Revised:	October 26, 2020
Last Revised:	July 29, 2021

## **8.14—CLASSIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES**

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

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

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

**The mileage rate shall be .04 cents below the standard mileage rate as determined/adjusted by the Internal Revenue Service.**

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

Cross Reference: Policy 7.12—EXPENSE REIMBURSEMENT

Date Adopted:            March 30, 2015

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

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

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

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

Legal Reference:       A.C.A. § 6-21-609

Date Adopted:         March 30, 2015

Last Revised:         June 22, 2020

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

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

Date Adopted:            March 30, 2015

## **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:                March 30, 2015



## **8.18—CLASSIFIED PERSONNEL DEBTS**

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

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

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

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

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

Date Adopted:            March 30, 2015

## **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**

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

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

“Group Grievance” means a grievance that may be filed as a group if all of the following criteria are met and the group’s issue is a subject that may be grieved under this policy’s definition of grievance:

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.

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

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

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

### **Process**

Level One: An employee who believes that he/she has a grievance shall inform that employee’s immediate supervisor that the employee has a potential grievance. Except for a grievance concerning back pay, the employee must inform his/her immediate supervisor of the existence of a potential grievance within five (5) working days of the occurrence of the grievance. The supervisor shall schedule a conference with the employee to hear the employee’s potential grievance that shall be held no later than five (5) working days after the supervisor is informed of the existence of the potential grievance and offer the employee an opportunity to have a witness or representative who is not a member of the employee’s immediate family present at their conference. If the grievance is not advanced to Level Two within five (5) working days following the conference, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

If the grievance cannot be resolved by the immediate supervisor, the employee can advance the grievance to Level Two. To do this, the employee must complete the top half of the Level Two Grievance Form within five (5) working days of the discussion with the immediate supervisor, citing the manner in which the specific

personnel policy was violated that has given rise to the grievance, and submit the Grievance Form to his/her immediate supervisor. The supervisor will have ten (10) working days to respond to the grievance using the bottom half of the Level Two Grievance Form which he/she will submit to the building principal or, in the event that the employee's immediate supervisor is the building principal, the superintendent.

Level Two (when appeal is to the building principal): Upon receipt of a Level Two Grievance Form, the building principal will have ten (10) working days to schedule a conference with the employee filing the grievance. The principal shall offer the employee an opportunity to have a witness or representative who is not a member of the employee's immediate family present at their conference. After the conference, the principal will have ten (10) working days in which to deliver a written response to the grievance to the employee. If the grievance is not advanced to Level Three within five (5) working days from the date of the principal's written response, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

Level Two (when appeal is to the superintendent): Upon receipt of a Level Two Grievance Form, the superintendent will have ten (10) working days to schedule a conference with the employee filing the grievance. The superintendent shall offer the employee an opportunity to have a witness or representative who is not a member of the employee's immediate family present at their conference. After the conference, the superintendent will have ten (10) working days in which to deliver a written response to the grievance to the employee.

Level Three: If the proper recipient of the Level Two Grievance was the building principal, and the employee remains unsatisfied with the written response to the grievance, the employee may advance the grievance to the superintendent by submitting a copy of the Level Two Grievance Form and the principal's reply to the superintendent within five (5) working days of his/her receipt of the principal's written reply. The superintendent will have ten (10) working days to schedule a conference with the employee filing the grievance. The superintendent shall offer the employee an opportunity to have a witness or representative who is not a member of the employee's immediate family present at their conference. After the conference, the superintendent will have ten (10) working days in which to deliver a written response to the grievance to the employee.

Appeal to the Board of Directors: An employee who remains unsatisfied by the written response of the superintendent may appeal the superintendent's decision to the Board of Directors within five (5) working days of his/her receipt of the Superintendent's written response by submitting a written request for a board hearing to the superintendent<sup>2</sup>. If the grievance is not appealed to the Board of Directors within five (5) working days of his/her receipt of the superintendent's written response, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

The school board will address the grievance at the next regular meeting of the school board, unless the employee agrees in writing to an alternate date for the hearing. Based on a review of the Level Two Grievance Form and the superintendent's reply, the board shall:

- a. For a grievance filed as an individual, determine if the grievance, on its face, is a subject that may be grieved under district policy.
- b. For a grievance that is filed as a group grievance, review the composition of the group and either:

- Rule that the group has met the requirements to qualify as a group grievance and then determine whether the matter of the grievance is, on its face, a subject that may be grieved under District policy; or
- Rule that the composition of the group does not meet the definition of a group grievance under District policy.

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

If the Board rules the grievance to be a subject that may be grieved, they shall immediately commence a hearing on the grievance. All parties have the right to representation at the appeal hearing by a person of their own choosing except that no party shall be represented by an individual who is a member of the employee's immediate family. The employee shall have no less than ninety (90) minutes to present his/her grievance, unless a shorter period is agreed to by the employee, and both parties shall have the opportunity to present and question witnesses. The hearing shall be open to the public unless the employee requests a private hearing. If the hearing is open to the public, the parent or guardian of any student under the age of eighteen (18) years who gives testimony may elect to have the student's testimony given in closed session. At the conclusion of the hearing, if the hearing was closed, the Board of Directors may excuse all parties except board members and deliberate, by themselves, on the hearing. At the conclusion of an open hearing, board deliberations shall also be in open session unless the board is deliberating the employment, appointment, promotion, demotion, disciplining, or resignation of the employee. A decision on the grievance shall be announced no later than the next regular board meeting.

### **Records**

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

### **Reprisals**

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

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

Date Adopted: March 30, 2015  
 Last Revised: February 24, 2020  
 Last Revised: June 22, 2020

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

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

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

Classified Personnel Policy grievance is based upon:

\_\_\_\_\_

Grievance (be specific):

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

What would resolve your grievance? \_\_\_\_\_

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\_\_\_\_\_

Supervisor's Response

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

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

Date Adopted:            March 30, 2015

## **8.20—CLASSIFIED PERSONNEL SEXUAL HARASSMENT**

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

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

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

### **Definitions**

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

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

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

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

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

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

- c. Constitutes:
- d. Sexual assault;
- e. Dating violence
- f. Domestic violence; or
- g. Stalking.

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

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

Actionable sexual harassment is generally established when an individual is exposed to a pattern of objectionable behaviors or when a single, serious act is committed. What is, or is not, sexual harassment will depend upon all of the surrounding circumstances and may occur regardless of the sex(es) of the individuals involved. Depending upon such circumstances, examples of sexual harassment include, but are not limited to:

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

Employees who believe they have been subjected to sexual harassment are encouraged to submit a report to their immediate supervisor, an administrator, or the Title IX coordinator. Under no circumstances shall an employee be required to first report allegations of sexual harassment to a school contact person if that person is the individual who is accused of the sexual harassment. If the District staff member who received a report of alleged sexual harassment is not the Title IX Coordinator, then the District staff person shall inform the Title IX Coordinator of the alleged sexual harassment. As soon as reasonably possible after receiving a report of alleged

sexual harassment from another District staff member or after receiving a report directly through any means, the Title IX Coordinator shall contact the complainant to:

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

### **Supportive Measures**

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

### **Formal Complaint**

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

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

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

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



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

- Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the District and not on the parties;
- Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege or access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party unless the District obtains the parent, legal guardian, or other responsible adult of that party's voluntary, written consent or that party's voluntary, written consent if the party is over the age of eighteen (18) to do so for the grievance process;
- Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
- Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
- Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding;
- Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
- Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation ; this includes evidence:
  - Whether obtained from a party or other source,;
  - The District does not intend to rely upon in reaching a determination regarding responsibility; and
  - That is either Inculpatory or exculpatory; and
- Create an investigative report that fairly summarizes relevant evidence.

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

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

- Provide each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness;
- Provide each party with the answers;
- Allow for additional, limited follow-up questions from each party; and
- Provide an explanation to the party proposing the questions any decision to exclude a question as not relevant. Specifically, questions and evidence about the complainant's sexual predisposition or prior

sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

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

1. Identification of the allegations potentially constituting sexual harassment;
2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including:
  - a. Any notifications to the parties;
  - b. Interviews with parties and witnesses;
  - c. site visits;
  - d. Methods used to gather other evidence,; and
  - e. Hearings held;
3. Findings of fact supporting the determination;
4. Conclusions regarding the application of the District's personnel policies or code of conduct to the facts;
5. A statement of, and rationale for, the result as to each allegation, including:
  - a. A determination regarding responsibility;
  - b. Any disciplinary sanctions imposed on the respondent; and
  - c. Whether remedies designed to restore or preserve equal access to the District's education program or activity will be provided by the District to the complainant; and
6. The procedures and permissible bases for the complainant and respondent to appeal.

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

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

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

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

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

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

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

### **Appeals**

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

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

For all appeals, the District shall:

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

### **Confidentiality**

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

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

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

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

- ✚ Any respondent; and
- ✚ Any witness.

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

### **Administrative Leave**

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

### **Retaliation Prohibited**

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

### **Disciplinary Sanctions**

It shall be a violation of this policy for any student or employee to be subjected to, or to subject another person to, sexual harassment. Following the completion of the District's grievance process, any employee who is found by the evidence to more likely than not<sup>7</sup> have engaged in sexual harassment will be subject to disciplinary action up to, and including, termination. No disciplinary sanction or other action that is not a supportive measure may be taken against a respondent until the conclusion of the grievance process.

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

### **Records**

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

- Each sexual harassment investigation including:
- Any determination regarding responsibility;
- any disciplinary sanctions imposed on the respondent;
- Any remedies provided to the complainant designed to restore or preserve equal access to the District's education program or activity;
- Any appeal and the result therefrom;
- All materials used to train Title IX Coordinators, investigators, and decision-makers;
- Any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment, which must include:
  - The basis for the District's conclusion that its response was not deliberately indifferent; and
  - Document:

- If supportive measures were provided to the complainant, the supportive measures taken designed to restore or preserve equal access to the District's education program or activity; or
- If no supportive measures were provided to a complainant, document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

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

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

Date Adopted:          February 26, 2018  
Last Revised:          October 26, 2020

## **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:                    March 30, 2015

## **8.22— CLASSIFIED PERSONNEL COMPUTER USE AND VIRTUAL PRIVATE NETWORK POLICY**

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

Passwords or security procedures are to be used as assigned, and confidentiality of student records is to be maintained at all times. Employees must not disable or bypass security procedures, compromise, attempt to compromise, or defeat the district's technology network security, alter data without authorization, disclose passwords to other staff members or students, or grant students access to any computer not designated for student use. It is the policy of this school district to equip each computer with Internet filtering software designed to prevent users from accessing material that is harmful to minors. The 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 instructional time, using computers to violate any other policy, knowingly or negligently allowing unauthorized access, or using the computers to access or create sexually explicit or pornographic text or graphics, will face disciplinary action, up to and including termination or non-renewal of the employment contract.

### **Virtual Private Network:**

The Arkansas Department of Education (ADE), through the Arkansas Public School Computer Network (APSCN) and the Department of Information Services (DIS), has set-up an APSCN VPN server to provide Virtual Private Network (VPN) access to all public school districts, education service cooperatives, and public charter schools.

1. Users are NOT allowed to download and save reports that contain sensitive data (student or employee names, addresses, social security numbers, etc.) to home or public computers.
2. Sensitive data is intended for use only by individuals who require the information in the course of performing job functions. If it is necessary for a user to generate such information for reports in the performance of job functions, the district shall provide a laptop computer with encryption software for use at home and at work.
3. USERS MUST DISCONNECT THE APSCN VPN CONNECTION WHEN WORK IS COMPLETE.
4. IT IS THE RESPONSIBILITY OF THE USER TO ENSURE THAT UNAUTHORIZED USERS ARE NOT ALLOWED ACCESS TO SENSITIVE DATA.

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

A.C.A. § 6-21-111  
Commissioner's Memo FIN-13-064

Date Adopted: March 30, 2015  
Last Revised: September 28, 2015



## **8.22F—CLASSIFIED PERSONNEL EMPLOYEE INTERNET USE AND VIRTUAL PRIVATE NETWORK AGREEMENT**

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

School \_\_\_\_\_ DATE \_\_\_\_\_

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

1. **Conditional Privilege:** The Employee’s use of the district’s access to the Internet is a privilege conditioned on the Employee’s abiding by this agreement.
2. **Acceptable Use:** The Employee agrees that in using the District’s Internet access he/she will obey all federal laws and regulations and all state laws and rules. Internet access is provided as an aid to employees to enable them to better perform their job responsibilities. Under no circumstances shall an Employee’s use of the District’s Internet access interfere with, or detract from, the performance of his/her job-related duties.
3. **Penalties for Improper Use:** If the Employee violates this agreement and misuses the Internet, the Employee shall be subject to disciplinary action up to and including termination.
4. **“Misuse of the District’s access to the Internet”** includes, but is not limited to, the following:
  - a. using the Internet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing community standards;
  - b. using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
  - c. posting anonymous messages on the system;
  - d. using encryption software;
  - e. wasteful use of limited resources provided by the school including paper;
  - f. causing congestion of the network through lengthy downloads of files;
  - g. vandalizing data of another user;
  - h. obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
  - i. gaining or attempting to gain unauthorized access to resources or files;
  - j. identifying oneself with another person’s name or password or using an account or password of another user without proper authorization;
  - k. using the network for financial or commercial gain without district permission;
  - l. theft or vandalism of data, equipment, or intellectual property;
  - m. invading the privacy of individuals;
  - n. using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
  - o. introducing a virus to, or otherwise improperly tampering with, the system;
  - p. degrading or disrupting equipment or system performance;
  - q. creating a web page or associating a web page with the school or school district without proper authorization;

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

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.

**Virtual Private Network:**

The Arkansas Department of Education (ADE), through the Arkansas Public School Computer Network (APSCN) and the Department of Information Services (DIS), has set-up an APSCN VPN server to provide Virtual Private Network (VPN) access to all public school districts, education service cooperatives, and public charter schools.

1. Users are NOT allowed to download and save reports that contain sensitive data (student or employee names, addresses, social security numbers, etc.) to home or public computers.
2. Sensitive data is intended for use only by individuals who require the information in the course of performing job functions. If it is necessary for a user to generate such information for reports in the performance of job functions, the district shall provide a laptop computer with encryption software for use at home and at work.
3. **USERS MUST DISCONNECT THE APSCN VPN CONNECTION WHEN WORK IS COMPLETE.**
4. **IT IS THE RESPONSIBILITY OF THE USER TO ENSURE THAT UNAUTHORIZED USERS ARE NOT ALLOWED ACCESS TO SENSITIVE DATA.**

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 \_\_\_\_\_

Legal References: A.C.A. § 6-17-201  
 Date Adopted: March 30, 2015  
 Last Revised: September 28, 2015  
 Last Revised: February 24, 2020



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

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

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

#### **Definitions:**

“Eligible Employee” is an employee who has:

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

“FMLA” is the Family and Medical Leave Act

“Health Care Provider” means:

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

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

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

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

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

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

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

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

**“Year” the twelve (12) month period measured backward from the date an employee uses any FMLA for reasons one (1) through five (5).**

### **Policy**

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

### **Leave Eligibility**

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

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

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

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

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

### **District Notice to Employees**

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

### **Designation Notice to Employee**

When an employee requests FMLA leave or the District determines that an employee's absence may be covered under the FMLA, the District shall provide written notice within five (5) business days (absent extenuating circumstances) to the employee of the District's determination of his/her eligibility for FMLA leave. If the employee is eligible, the District may request additional information from the employee and/or certification from a health care provider to help make the applicability<sup>6</sup> determination. After receiving sufficient information as requested, the District shall provide a written notice within five (5) business days (absent extenuating circumstances) to the employee of whether the leave qualifies as FMLA leave and will be so designated.

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

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

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

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

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

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

No employee on FMLA leave for their own serious medical condition may perform work at another, non-district job while on FMLA leave. Except as provided in policy 3.44, employees who do perform work at another, non-district job while on FMLA leave for their own serious medical condition will be subject to discipline, which could include termination or nonrenewal of their contract of employment.

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

### **Health Insurance Coverage**

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

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

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

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

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

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

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

### **Reporting Requirements During Leave**

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

### **Return to Previous Position**

An employee returning from FMLA leave is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An equivalent position must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, and authority. Specifically, upon returning from FMLA leave, a teacher may be assigned to another position that is not necessarily the same as

the teacher's former job assignment. The employee may not be restored to a position requiring additional licensure or certification.

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

## **Provisions Applicable to Section One**

### **Employee Notice to District**

#### **Foreseeable Leave:**

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

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

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

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

#### **Unforeseeable Leave:**

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

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

#### **Medical Certification**

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



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

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

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

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

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

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

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

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

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

#### **Return to Work**

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

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

essential functions voids the District's obligation to reinstate the employee under the FMLA and the employee shall be terminated.

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

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

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

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

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

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

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

If an eligible employee who meets the definition of an instructional employee requests intermittent or reduced schedule leave for reasons 3 or 4 above that is foreseeable based on planned medical treatment and the employee would be on leave for greater than twenty percent (20%) 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 to:

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

If the employee chooses to transfer to an alternative position, the alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

An eligible instructional employee who needs intermittent leave or leave on a reduced leave schedule for reasons 3 or 4 above may not be transferred to an alternative position during the period of the employee's intermittent or reduced leave schedule if, based on the foreseeable planned medical treatment, the employee would be on leave for twenty percent (20%) or less of the total number of working days over the period the leave would extend.

Instructional employees are not required to request intermittent leave when the instructional employee's FMLA leave spans a period when school is closed, such as for winter, spring, or summer breaks; in addition, the time the school is closed is not counted when calculating the amount of FMLA leave the instructional employee has used.

#### **Leave taken by eligible instructional employees near the end of the semester**

In any of the following scenarios, if the District chooses to require the eligible, instructional employee to stay on leave until the end of the semester, only the portion of the leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. The required non-FMLA leave will not be considered excessive absenteeism.

#### **Leave more than five (5) weeks prior to end of the semester**

If the eligible, instructional employee begins leave, due to reasons 1 through 4 listed above, more than five (5) weeks prior to the end of the academic term, the District may require the employee to continue taking leave until the end of the semester, if:

1. The leave is of at least three (3) weeks duration; and
2. The return to employment would occur during the three (3) - week period before the end of the semester.

#### **Leave less than five (5) weeks prior to end of the semester**

If the eligible, instructional employee begins leave, due to reasons 1, 2, or 3 listed above, during the period that commences five (5) weeks prior to the end of the academic term, the District may require the employee to continue taking leave until the end of the semester, if:

- a. The leave is of greater than two (2) weeks duration; and
- b. The return to employment would occur during the two (2) - week period before the end of the semester.

#### **Leave less than three (3) weeks prior to end of the semester**

If the eligible, instructional employee begins leave, due to 1, 2, or 3 listed above, during the period that commences three (3) weeks prior to the end of the semester and the duration of the leave is greater than five (5) working days, the District may require the employee to continue to take leave until the end of the semester.

## **SECTION TWO - FMLA LEAVE CONNECTED TO MILITARY SERVICE**

### **Leave Eligibility**

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

### **QUALIFYING EXIGENCY**

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

#### **Definitions:**

“Covered active duty” means:

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

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

#### **Certification**

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

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

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

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

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

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

telephone, fax, email, or other electronic means. If the eligible employee fails to notify the District as required unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.

### **Substitution of Paid Leave**

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

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

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

### **Leave taken by an eligible instructional employees more than five (5) weeks prior to end of the semester**

If an eligible, instructional employee begins leave due to any qualifying exigency more than five (5) weeks prior to the end of the semester, the District may require the employee to continue taking leave until the end of the semester, if:

1. The leave is of at least three (3) weeks duration; and
2. The return to employment would occur during the three (3) - week period before the end of the semester.

If the District chooses to require the eligible, instructional employee to stay on leave until the end of the semester, only the portion of the leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement.

## **SERIOUS ILLNESS**

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

### **Definitions:**

"Covered Service Member" is:

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

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

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

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

“Serious Injury or Illness”:

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

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

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

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

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

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

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

3. Take a combination of numbers 1 and 2 that totals ten (10) weeks of leave.

### **Medical Certification**

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

### **Employee Notice to District**

#### **Foreseeable Leave:**

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

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

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

#### **Unforeseeable Leave:**

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

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

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

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

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

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

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

If an eligible employee who meets the definition of an instructional employee requests intermittent or reduced schedule leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury that is foreseeable based on planned medical treatment and the employee would be on leave for greater than twenty percent (20%) of the total number of working days in the period during which the leave would extend, the District may require the employee to choose either to:

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

If the employee chooses to transfer to an alternative position, the alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. Specifically, upon returning from FMLA leave, a teacher may be assigned to another position that is not necessarily the same as the teacher's former job assignment. The employee will not be required to take more FMLA leave than necessary to address the circumstances that required the need for the leave.

An eligible instructional employee, who needs intermittent leave or leave on a reduced leave schedule to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury, may not be transferred to an alternative position during the period of the employee's intermittent or reduced leave schedule if, based on the foreseeable planned medical treatment, the employee would be on leave for twenty percent (20%) or less of the total number of working days over the period the leave would extend.

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

In any of the following scenarios, if the district chooses to require the eligible, instructional employee to stay on leave until the end of the semester, only the portion of the leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. The excess non-FMLA leave will not be considered excessive absenteeism.



**Leave more than five (5) weeks prior to end of the semester**

If the eligible, instructional employee begins leave, for any qualifying exigency or to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury more than five (5) weeks prior to the end of the semester, the District may require the employee to continue taking leave until the end of the semester, if:

1. The leave is of at least three (3) weeks duration; and
2. The return to employment would occur during the three (3) - week period before the end of the semester.

**Leave less than five (5) weeks prior to end of the semester**

If the eligible, instructional employee begins leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury during the period that commences five (5) weeks prior to the end of the semester, the District may require the employee to continue taking leave until the end of the semester, if:

- a. The leave is of greater than two (2) weeks duration; and
- b. The return to employment would occur during the two (2) - week period before the end of the semester.

**Leave less than three (3) weeks prior to end of the semester**

If the eligible, instructional employee begins leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury during the period that commences three (3) weeks prior to the end of the semester and the duration of the leave is greater than five (5) working days, the District may require the employee to continue to take leave until the end of the semester.

Date Adopted: March 30, 2015

Last Revised: April 25, 2016

### **8.23.1—CLASSIFIED PERSONNEL COVID EMERGENCY LEAVE**

In accordance with Commissioner’s Memo COM-21-014, the District provides up to an additional ten<sup>1</sup> (10) days of paid leave for its employees who meet both of the following requirements:

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

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

- If an employee has applicable leave under the FFCRA and this policy:
  - The District shall ask the employee if the employee wishes to use the applicable FFCRA leave or the COVID Emergency Leave first;
  - The District shall use available leave under the FFCRA first if the employee is unable or unwilling to make an alternative selection;
  - The District shall use the employee’s leave selection until the earlier of the expiration of the quarantine or isolation order or the exhaustion of the employee’s selected leave;
  - The District shall automatically switch the employee to the other form of leave, if available, should the employee’s quarantine or isolation order last longer than the employee’s selected leave; and
  - The District shall automatically switch the employee to another form of applicable District provided paid leave, if available, should the employee’s quarantine or isolation order last longer than the employee’s available leave under the FFCRA or this policy.
- If an employee has applicable leave under the FFCRA or this policy but not both:
  - The District shall use the employee’s available leave until the earlier of the expiration of the quarantine or isolation order or the exhaustion of the employee’s available leave; and
  - The District shall automatically switch the employee to another form of applicable District provided paid leave, if available, should the employee’s quarantine or isolation order last longer than the employee’s available leave under the FFCRA or this policy.
- If an employee has no leave remaining under this policy or applicable leave under the FFCRA, then the District shall use another form of applicable District provided paid leave, if available.

An employee who receives COVID Emergency Leave shall be paid the employee’s full daily rate of pay for up to ten<sup>1</sup> (10) days. The ten<sup>1</sup> (10) days of COVID Emergency Leave may, but is not required to, run consecutively. An employee shall not have days charged against the number the employee is eligible for under this policy for days when the employee is not expected to perform duties, such as holidays.<sup>3</sup> The ten<sup>1</sup> (10) days of paid leave provided under this policy shall be used for eligible leave before other forms of District provided paid leave are used, including sick leave, personal leave, and vacation.

An employee shall not be eligible to receive the ten<sup>1</sup> (10) days of paid leave under this policy due to:<sup>4</sup>

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

An employee's eligibility to receive paid leave under this policy expires on the earlier of:

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

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

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

Date Adopted:           August 24, 2020  
Last Revised:

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

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

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

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

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

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

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

Date Adopted:         March 30, 2015

## **8.25—CLASSIFIED PERSONNEL CELL PHONE USE**

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

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

Date Adopted:                    March 30, 2015

## 8.26—CLASSIFIED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

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

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

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

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

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

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

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

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

- a. Building a fake profile or website of the employee;
- b. Posting or encouraging others to post on the Internet private, personal, or sexual information pertaining to a school employee;

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

Cyberbullying is prohibited whether or not the cyberbullying originated on school property or with school equipment, if the cyberbullying results in the substantial disruption of the orderly operation of the school or educational environment or is directed specifically at students or school personnel and maliciously intended for the purpose of disrupting school and has a high likelihood of succeeding in that purpose.

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

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

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

Teachers and other school employees who have witnessed, or are reliably informed that, a student has been a victim of bullying as defined in this policy, including a single action which if allowed to continue would constitute bullying, shall report the incident(s) to the building principal, or designee, as soon as possible.

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

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

A building principal, or designee, who receives a credible report or complaint of bullying shall:

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

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

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

Date Adopted:            March 30, 2015  
Last Revised:             February 26, 2018  
Last Revised:             February 24, 2020



## **8.27—CLASSIFIED PERSONNEL LEAVE — INJURY FROM ASSAULT**

Any employee 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 employee's sick leave.

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

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

Date Adopted:         March 30, 2015

## **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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Substance abuse counseling and rehabilitation may be found at:

Alcoholics Anonymous Intergroup Office 783-0123

Gateway House, Inc. 783-8849

Harbor House, Inc. 785-4043

Harbor House Mercy Hospital 484-5500

Sparks Care Unit 441-5500

Western Arkansas Counseling & Guidance Center 1-800-542-1031

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

Date Adopted: March 30, 2015

Last Revised: May 21, 2015

Last Revised: April 25, 2016

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

CERTIFICATION

I, hereby certify that I have been presented with a copy of the \_\_\_\_\_ 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 \_\_\_\_\_

Date Adopted:            March 30, 2015

## **8.29—CLASSIFIED PERSONNEL VIDEO SURVEILLANCE AND OTHER MONITORING**

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

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

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

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

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

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

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

Date Adopted:            March 30, 2015

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

### **SECTION ONE**

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

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

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

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

Total years of service to the district shall include non-continuous years of service; in other words, an employee who left the district and returned later will have the total years of service counted, from all periods of employment. Working fewer than 160 days in a school year shall not constitute a year. Length of service in a licensed position shall not count for the purpose of length of service for a classified position.

Except as may occur during a RIF in the District's teaching staff, there is no right or implied right for any employee to "bump" or displace any other employee. When there is a RIF of the District's teaching staff, a teacher with full licensure in a position shall prevail over a teacher who is lacking full licensure in that subject area. "Full licensure" means an initial, or standard, non-contingent license to teach in a subject area or grade level, in contrast with a license that is provisional, temporary, or conditional on the fulfillment of additional course work or passing exams or any other requirement of the Division of Elementary and Secondary Education, other than the attainment of annual professional development training; or teaching under a waiver from licensure. The exception for a RIF in the District's teaching staff specifically does not allow a licensed employee who might wish to assume a classified position to displace a classified employee.

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

**Recall:**

For a period of up to one (1) year from the date of board action on the classified employee's non-renewal or termination recommendation under this policy, a classified employee shall be offered an opportunity to fill a classified vacancy comparable as to pay, responsibility and contract length to the position from which the employee was non-renewed, and for which he or she is qualified. The non-renewed employee shall be eligible to be recalled for a period of one (1) year in reverse order of the non-renewal to any position for which he or she is qualified. No right of recall shall exist for non-renewal from a stipend, or non-renewal or reduction of a stipend, or non-renewal to reduce contract length.

Notice of vacancies to non-renewed employees shall be by first class mail to all employees reasonably believed to be both qualified for and subject to rehire for a particular position and they shall have ten (10) working days from the date the notification is mailed in which to conditionally accept or reject the offer of a position with the actual offer going to the qualified employee with the most years of service who responds within the ten (10) day time period. A lack of response, as evidenced by employee's failure to respond within ten (10) working days, or a non-renewed employee's express refusal of an offer of a position or an employee's acceptance of a position but failure to sign an employment contract within two (2) business days of the contract being presented to the employee shall constitute a rejection of the offered position and shall end the district's obligation to rehire the non-renewed employee. No further rights to be rehired because of the reduction in force shall exist.

**SECTION TWO**

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

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

The superintendent shall mail or have hand-delivered the notification to such employee of the superintendent's intention to recommend non-renewal or termination pursuant to a reduction in force within ninety (90) days of the effective date of the annexation or consolidation in order to effect the provisions of this section of the Charleston District's reduction-in-force policy. Any such employees who are non-renewed or terminated pursuant to Section Two are not subject to recall. Any such employees shall be paid at the rate for each person on the



appropriate level on the salary schedule of the annexed or consolidated district during those ninety (90) days and/or through the completion of the reduction-in-force process.

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

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

Legal Reference:       A.C.A. § 6-17-2407

Date Adopted:         March 30, 2015

Last Revised:         June 22, 2020

Last Revised         March 29, 2021

### **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:            March 30, 2015

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

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

Date Adopted:            March 30, 2015

### **8.33—CLASSIFIED PERSONNEL SCHOOL CALENDAR**

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

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

The Charleston School District shall operate by an established school calendar.

Legal References:       A.C.A. § 6-15-2907(f)  
                              A.C.A. § 6-17-2301  
                              ADE Rules Governing the Arkansas Educational Support and Accountability Act

Date Adopted:         May 30, 2015  
Last Revised:         July 17, 2017

## 8.34—CLASSIFIED PERSONNEL DUTIES AS MANDATED REPORTERS

It is the statutory duty of school district employees to:

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

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

Employees and volunteers who notify the Child Abuse Hotline or who report serious and imminent threats to the public to law enforcement in good faith are immune from civil liability and criminal prosecution.

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

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

Date Adopted:        March 30, 2015  
Last Revised:         February 24, 2020  
Last Revised:         June 22, 2020  
Last Revised:         July 29, 2021



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

### **Obtaining Eligibility Information**

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

The District is required to inform households with children enrolled in District schools of the availability of the Programs and of how the household may apply for Program benefits. However, the District and anyone employed by the district is **strictly forbidden** from **requiring** any household or student within a household from submitting an application to participate in the program.

### **Releasing Eligibility Information**

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

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

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

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

Legal References: DESE Eligibility Manual for School Meals Revised July 2017  
A.C.A. § 6-18-715  
7 CFR 210.1 – 210.31  
7 CFR 220.1 – 220.22  
7 CFR 245.5, 245.6, 245.8  
42 USC 1758(b)(6)

Date Adopted: March 30, 2015



## **8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION**

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

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

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

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

For injuries requiring medical attention, the district will exercise its right to designate the initial treating physician and an injured employee will be directed to seek medical attention, if necessary, from a specific physician or clinic. In addition, employees whose injuries require medical attention shall submit to a drug test, which shall be paid at the District's WC carrier's expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of WC benefits.<sup>2</sup>

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

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

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

- Will be charged for a day's sick leave for ~~the~~ all days missed until such time as the WC claim has been approved or denied;

- Whose WC claim is accepted by the WC insurance carrier as compensable and who is absent for eight (8) or more days shall be charged sick leave at the rate necessary, when combined with WC benefits, to bring the total amount of combined income up to 100% of the employee's usual contracted daily rate of pay;
- Whose WC claim is accepted by the WC insurance carrier as compensable and is absent for fourteen (14) or more days will be credited back that portion of sick leave for the first seven (7) days of absence that is not necessary to have brought the total amount of combined income up to 100% of the employee's usual contracted gross pay.

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

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

Date Adopted:           March 30, 2015  
Last Revised:           April 25, 2016  
Last Revised             March 29, 2021

## **8.37—CLASSIFIED PERSONNEL SOCIAL NETWORKING AND ETHICS**

### **Definitions**

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

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

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

### **Policy**

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

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

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

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

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

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

Whether permitted or not specifically forbidden by policy, or when expressed in an adult-to-adult, face-to-face context, what in other mediums of expression could remain private opinions, including "likes" or comments that endorse or support the message or speech of another person, when expressed by staff on a social media website, have the potential to be disseminated far beyond the speaker's desire or intention. This could undermine the public's perception of the individual's fitness to interact with students, thus undermining the employee's effectiveness. In this way, the expression and publication of such opinions, could potentially lead to disciplinary action being taken against the staff member, up to and including termination or nonrenewal of the contract of employment.

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

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

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

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

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

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

4. Retaliate against the employee for refusing to disclose the username and/or password to his/her personal social media account.

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

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)

Cross reference:8.22—CLASSIFIED PERSONNEL COMPUTER USE POLICY

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

Date Adopted:           March 30, 2015  
Last Revised:           February 24, 2020  
Last Revised:           June 22, 2020  
Last Revised:           March 29, 2021

### **8.38—CLASSIFIED PERSONNEL VACATIONS**

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

**Any vacation time taken in excess of the 10 days will be subject to deductions from the regular salary and must be approved by the superintendent.**

**Employees may not accumulate vacation time.**

All vacation time must be approved by the superintendent who shall consider the staffing needs of the district in making his/her determination.

Date Adopted:            March 30, 2015

### **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 into the appropriate accounts for which they have been collected. The Superintendent or his/her designee shall be responsible for determining the need for receipts for funds collected and other record keeping requirements and of notifying staff of the requirements.

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

Date Adopted:                    March 30, 2015

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

### **Firearms**

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

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

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

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

### **Other Weapons**

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

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

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



	A.C.A. § 6-5-502
Date Adopted:	March 30, 2015
Last Revised :	May 21, 2015
Last Revised	February 24, 2020

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

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

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

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

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

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

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

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

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

Legal References:       A.C.A. § 6-24-101 et seq.  
Arkansas Department of Education Rules Governing the Ethical Guidelines And Prohibitions For Educational Administrators, Employees, Board Members And Other Parties  
Commissioner’s Memo FIN 09-036  
Commissioner’s Memo FIN-10-048  
Commissioner’s Memo FIN 15-074

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

Date Adopted: April 25, 2016

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

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

Date Adopted:                    March 30, 2015