

*Classified Personnel Section of Board Policies*

**PHILOSOPHY**

The Mountainburg School District shall recognize and view classified employees as equal co-workers with certified personnel in the task of educating the youth of the District. All positions and work assignments should contribute toward providing the best possible climate and setting for the educational process.

**GOALS**

If classified personnel are to fulfill their auxiliary and service roles in a meaningful and efficient manner, the following goals of this School District policy must be substantially attained.

- The School District shall endeavor to employ the best personnel available and to utilize their abilities to the best advantage.
- Efforts will be made to provide an atmosphere conducive to good performance and high morals.
- Opportunities will be provided which will enable personnel to improve job skills and competence.
- Insofar as possible, classified personnel will be involved in decisions and plans which directly affect them.
- The processes of evaluation for the improvement of performance will be objective and on-going.

**Policy Name: CLASSIFIED PERSONNEL  
APPEARANCE / HABITS / DRESS-CODE**

Adopted: 9-27-99  
Revised: 05-21-01  
Approved 05-17-10

A dress code for classified employees shall be left to the individual Supervisor/Administrator. However, all personnel shall ensure that their dress and appearance are professional and appropriate according to their positions. In the event that an employee is considered to be taking advantage of the situation, a Review Board will rule as to the appropriateness of the dress. All employees should adhere to the following items.

- Personal appearance shall be clean, neat, and professional in appearance.
- Objectionable, vulgar, or obscene language shall not be used in or around school buildings.
- The use of intoxicating drinks, drugs, or smoking is prohibited on/in school property.
- Punctuality on the job is mandatory.
- The employee must be dependable in all assigned tasks.
- The employee will notify their immediate supervisor when it is necessary to be tardy/absent.

**Policy Name: CLASSIFIED PERSONNEL  
ASSIGNMENTS AND TRANSFERS**

Adopted: 9-27-99  
Revised: 05-21-01  
Approved 05-17-10

**8.32 CLASSIFIED PERSONNEL ASSIGNMENTS**

It shall be the policy of the School Board that the Superintendent is authorized to complete transfers as follows.

The Superintendent and/or his/her designee shall consider as far as possible the wishes of employees in making building assignments of classified personnel. Employees may be assigned or transferred by decision of the Superintendent and/or his/her designee.

Considerations shall be given to the following.

Employees shall be transferred within the organization as is practical to utilize their highest skills.

- When transfers of personnel are necessitated by organizational changes, every effort shall be made to avoid reduction in pay.
- In making transfers within the organization, due consideration shall be given to the desires of the employee involved.

*Legal References: Act 654 of 1991*

**Policy Name: CLASSIFIED PERSONNEL  
BULLYING**

Adopted: 08-30-04  
Revised: 04-20-15  
Approved: 04-20-15

**8.26—CLASSIFIED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING**

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

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

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

**Definition:**

**Bullying** means the intentional harassment, intimidation, humiliation, ridicule, defamation, or threat or incitement of violence by a student against another student or

public school employee by a written, verbal, electronic, or physical act that causes or creates a clear and present danger of:

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

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

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

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

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

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

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

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

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

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

*Legal Reference:* A.C.A. § 6-18-514

**Policy Name: CLASSIFIED PERSONNEL  
BUS DRIVERS END OF ROUTE REVIEW**

Adopted: 03-18-14  
Revised:  
Approved 03-18-14

**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.

**Policy Name: CLASSIFIED PERSONNEL  
CALENDAR**

Adopted: Jan. 2000  
Revised: 04-15-13  
Approved 04-15-13

The Superintendent and Personnel Policy Committee shall present to the Board, for its approval, the calendar for the succeeding year at the February / March regular Board meeting. The Superintendent, in developing the calendar, shall accept and consider recommendations from any staff member or group wishing to make calendar proposals.

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

**Policy Name: CLASSIFIED PERSONNEL  
CELL PHONES – SCHOOL BUS DRIVERS USE**

Adopted: 03-17-03  
Revised: 03-18-14  
Approved 05-21-12

## **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 ADE Rules and Regs Governing Mobile Phone Usage by School Bus Drivers*

**Policy Name: CLASSIFIED PERSONNEL  
CELL PHONES – EMPLOYEES**

Adopted: 08-30-04

Approved 05-21-12

Revised: 03-18-14

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

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

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

**Policy Name: CLASSIFIED PERSONNEL  
COMPUTER USE**

Adopted: 9-27-99  
Revised: 05-21-01  
Approved 05-17-10

**8.22 CLASSIFIED PERSONNEL COMPUTER USE POLICY**

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

Passwords or security procedures are to be utilized as assigned, and confidentiality of student records relating to personnel is to be maintained at all times. Employees must not disable or bypass security procedures, 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 to knowingly violate any other policy, negligently allowing unauthorized access, or using the computers to access or create sexually explicit or pornographic text or graphics, will face disciplinary action up to and including termination or non-renewal of the employment contract.

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

**8.22F - EMPLOYEE INTERNET USE AGREEMENT**

Name (Please print) \_\_\_\_\_

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

The Mountainburg School District agrees to allow the employee identified above

(“Employee”) to use the District’s technology to access the Internet under the following terms and conditions:

Conditional Privilege: the Employee’s use of the District’s access to the Internet is a privilege conditioned on the Employee’s abiding to this agreement.

Acceptable Use: The Employee agrees that in using the District’s Internet access he/she will obey all federal and state laws and regulations. Internet access is provided as an aid to employees to enable them to better perform the job responsibilities. Under no circumstances shall an Employee’s use of the District’s Internet access interfere with, or detract from, the performance of his/her job-related duties.

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

**“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 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;
- 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.

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

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

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

Employee’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Policy Name: CLASSIFIED PERSONNEL  
CONTRACT – RETURN**

Adopted: 05-20-02  
Revised: 05-20-02  
Approved 05-17-10

An employee shall have thirty (30) days from the date of the receipt of his/her contract for the following school year in which to return the contract, signed, to the office of the Superintendent. The date of receipt of the contract shall be presumed to be the date of a cover memo which will be attached to the contract.

Failure of an employee to return the signed contract to the office of the Superintendent within thirty (30) days of the receipt of the contract shall operate as a resignation by the employee. No further action on the part of the employee, the Superintendent, or the School Board shall be required in order to make the employee’s resignation final.

*Legal Reference: A.C.A. § 6-17-1506 (c) (1)*



**Policy Name: CLASSIFIED PERSONNEL  
CRIMINAL BACKGROUND CHECKS**

Adopted: 9-27-99  
Revised: 05-21-01  
Approved 05-17-10

Employees will be required to comply with Act 1314 as follows:

**ACT 1314 of 1997**

**“AN ACT TO REQUIRE CRIMINAL BACKGROUND CHECKS AS A  
CONDITION FOR EMPLOYMENT IN CLASSIFIED STAFF POSITIONS BY  
LOCAL SCHOOL DISTRICTS OR EDUCATION SERVICE COOPERATIVES”.**

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF  
ARKANSAS:

SECTION 1. (a)(1) (A)(i) On and after the effective date of this act, the Board of Directors of a local school District or an Education Service Cooperative shall require, as a condition for initial employment in a non-certified staff position, any person making such application to apply to the Identification Bureau of the Department of Arkansas State Police for a state and nationwide Criminal Records Check, the latter to be conducted by the Federal Bureau of Investigation.

- (A) The check shall conform to the applicable Federal standards and shall include the taking of fingerprints.
- (B) Such person shall sign a release of information to the Department of Education. Unless the employing School District Board of Directors has taken action to pay for the cost of Criminal Background Checks required by this section, the employment applicant shall be responsible to the Department of Arkansas State Police for the payment of any fee associated with the Criminal Records Check.
- (C) Upon completion of the Criminal Records Check, the Identification Bureau of the Department of Arkansas State Police shall forward all information obtained concerning the person in the commission of any offense listed in subsection (b) of the section to the Department of Education, which shall promptly inform the Board of Directors of the local school District or Education Service Cooperative whether or not the applicant is eligible for employment as provided by subsection (b)(1) of this act.
- (D) At the conclusion of any background check required by this section, the Identification Bureau of the Department of Arkansas State Police shall promptly destroy the fingerprint card of the applicant.
- (E) No person shall be eligible for employment by a local school District or Education Service Cooperative in a non-certified staff position if that person has pleaded

guilty or nolo contendere to, or been found guilty of any of the following offenses by any court in the state of Arkansas or of any similar offense by a court in another state or of any similar offense by a Federal Court:

- (1) Capital murder, as prohibited in 5-10-101;
- (2) Murder in the first degree and second degree, as prohibited in 5-10-102 and 5-10-103;
- (3) Manslaughter, as prohibited in 5-10-104
- (4) Battery in the first degree and the second degree, as prohibited in 5-13-201 and 5-13-202;
- (5) Aggravated assault, as prohibited in 5-13-204;
- (6) Terroristic threatening in the first degree as prohibited in 5-13-301;
- (7) Kidnapping, as prohibited in 5-11-102
- (8) Rape and carnal abuse in the first degree and second degree, as prohibited in 5-14-103 and 5-14-105;
- (9) Sexual abuse in the first degree and second degree, as prohibited in 5-14-108 and 5-14-109;
- (10) Violation of a minor in the first degree and second degree, as prohibited in 5-14-109;
- (11) Incest, as prohibited in 5-26-202.
- (12) Engaging children in sexually explicit conduct for use in visual or print media, transportation of minors for prohibited sexual conduct, or use of a child or consent to the use of a child in a sexual performance by producing, directing, or promoting a sexual performance by a child as prohibited in 5-27-305 and 5-27-402.
- (13) Distribution to minors, as prohibited in 5-64-406;
  - a. Manufacture, deliver, or possess with intent to manufacture or deliver any controlled substance, as prohibited in 5-64-401;
  - b. Criminal attempt, criminal solicitation, or criminal conspiracy, as prohibited in 5-3-201, 5-3-202, 5-3-301, and 5-3-401, to commit any of the offenses listed in this subsection.
  - c. Carnal abuse in the third degree, as prohibited in 5-14-106;
  - d. Sexual solicitation of a child, as prohibited in 5-14-110;
  - e. Endangering the welfare of a minor in the first degree, as prohibited in 5-27-203;
  - f. Pandering or possessing visual or print medium depicting sexually explicit conduct involving a child, as prohibited by 5-27-304;
  - g. False imprisonment in the first degree, as prohibited in 5-11-103;
  - h. Permanent detention or restraint, as prohibited in 5-11-106;
  - i. Permitting child abuse, as prohibited in subdivisions (a)(1) and (a)(3) of 5-27-221;
  - j. Negligent homicide, as prohibited by 5-10-105(a);
  - k. Assault in the first degree, as prohibited by 5-13-205;
  - l. Coercion, as prohibited by 5-13-208;
  - m. Sexual misconduct, as prohibited by 5-14-107;

- n. Public sexual indecency, as prohibited by 5-14-111;
- o. Indecent exposure, as prohibited by 5-14-112; and
- p. Endangering the welfare of a minor in the second degree, as prohibited by 5-27-204.

Provided, however, that the Board of Directors of a local School District or Education Service Cooperative is authorized to offer provisional employment to an applicant pending receipt of eligibility information from the Department of Education.

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

Any information made available to the affected applicant for employment shall be information pertaining to that applicant only.

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

As used in this act, “non-certified staff position” means any job that does not require the person to hold a license issued by the Department of Education and is either a full-time job, a full-time/part-time job, or is a job as a substitute teacher for thirty (30) days or more during a school year.

SECTION 2. It is the clear intent of the General Assembly to authorize each public school district at its discretion to require criminal background checks of existing non-certified employees in the same manner and subject to the same terms and condition as set forth in this act for newly hired non-certified applicants. Any school district that requires criminal background checks for existing non-certified employees (as voted by the Board of Directors) shall pay the full cost of the Criminal Background Checks.

SECTION 3. Employees, whether new or existing, who have a contract with or work for more than one School District in one (1) year shall be required to have only one criminal background check to satisfy the requirements of all employing School Districts for that year.

SECTION 4. Emergency. It is found and determined by the Eighty-First General Assembly that Arkansas Public School students and their parents or guardians should be confident that any person who is newly employed in a non-certified position by the local District or Education Service Cooperative does not have a criminal record and is not a potential threat to the safety of children and that an increasing number of incidents are occurring where persons newly hired by local school Districts or Education Service Cooperatives are sexually, physically, or emotionally abusing students entrusted into their care; and that in some cases these incidents could have been avoided if the new employees had been subjected to a criminal records check. Therefore, an emergency is hereby declared to exist and this Act being necessary for the immediate preservation of the public peace, health, and safety, shall become effective on the date of its approval by

the Governor. If the bill is neither approved nor vetoed by the Governor, it shall become effective on the expiration of the period of time during which the Governor may veto the bill. If the bill is vetoed by the Governor, and the veto is overridden, it shall become effective on the date the last house overrides the veto.

*Legal Reference: ACT 1314 of 1997*

**Policy Name: CLASSIFIED PERSONNEL  
DEPOSITING COLLECTED FUNDS**

Adopted: 05-21-12  
Revised:  
Approved: 05-21-12

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

**Policy Name: CLASSIFIED PERSONNEL  
DEBTS**

Adopted: 05-20-02  
Revised: 04-15-13  
Approved 04-15-13

**8.18 CLASSIFIED PERSONNEL DEBTS**

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

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

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

At the discretion of the Superintendent, 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.

*Legal Reference: ACT 311 of 2007*

**Policy Name: CLASSIFIED PERSONNEL  
DISEASES / HEALTH REQUIREMENTS  
(Acquired Immune Deficiency Syndrome) AIDS**

Adopted: 9-27-99  
Revised: 05-21-01  
Approved 05-17-10

It shall be the policy of the Mountainburg School District that:

- All employees who are infected with AIDS will continue their employment and regular assignment in conformance with the Americans with Disabilities Act.
- Information will be provided about AIDS and other communicable disease to School Personnel
  - a) In-service to all personnel will be provided by appropriate HIV/AIDS trained personnel who may seek information and resources from community, public and private Health Providers. Such in-service may include a discussion of local District Policies, Etiology of the Disease, Prevention, and Community Resources for referral and information. Periodic updates will be provided through additional in-service and memoranda.
  - b) School Personnel will have specific instruction about the risks of communicable diseases, such as AIDS and hepatitis, incorporated into instruction on Substance Abuse and Use.

*Legal References: Americans with Disabilities Act*

**Policy Name: CLASSIFIED PERSONNEL  
DISMISSALS**

Adopted: 9-27-99  
Revised: 05-21-01  
Approved 05-17-10

Mountainburg Public School is required to comply with Act 631 as follows:

ACT 631 of 1991  
(Amended by Act 1199 of 1997)

“AN ACT TO PROVIDE FOR A HEARING FOR CLASSIFIED SCHOOL EMPLOYEES WHEN BEING RECOMMENDED FOR DISMISSAL; AND FOR OTHER PURPOSES”.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

SECTION 1. 6-17-1701. Title. This act shall be known and may be cited as the “Public School Employee Fair Hearing Act”.

SECTION 2. 6-17-1702. Definitions.

- (a) For purposes of this act, the term “employee” shall mean any person employed by a School District under a written annual contract, who is not required to have a teaching certificate issued by the Arkansas Department of Education as a condition of employment.
- (b) “Probationary employee” means an employee who has not completed one (1) year of employment in the School District in which he is employed. Provided that at least thirty (30) days prior to the completion of an employee’s probationary period, the Superintendent of Schools may recommend and the Board of Directors may vote that one (1) additional year of probation is necessary for an employee.
- (c) “Full-time” employee means any employee who is contracted to work at least twenty (20) hours per week.

**SECTION 3. 6-17-1703. Termination, Non-Renewal – Notice.**

- (a) The Superintendent of a School District may recommend termination of an employee during the term of any contract, or the non-renewal of a full-time non-probationary employee’s contract provided that he gives notice in writing, personally delivered, or by letter posted by registered or certified mail to the employee’s residence address as reflected in the employee’s personnel file.
- (b) The recommendation of non-renewal of a full-time non-probationary employee’s contract shall be made no later than thirty (30) calendar days prior to the beginning of the employee’s next contract period.
- (c) Such written notice shall include a statement of the reasons for the proposed termination or non-renewal.  
The notice shall further state that an employee being recommended for termination, or a full-time non-probationary employee being recommended for non-renewal, is entitled to a hearing before the School Board upon request, provided such request is made in writing to the Superintendent within twenty-five (25) calendar days from receipt of said notice.
- (d) It is the public policy of the State of Arkansas that employees, as defined herein, shall not be considered ‘at will’ employees with regard to the termination of their employment, notwithstanding any contractual provision to the contrary.

**SECTION 4. 6-17-1704. Immediate suspensions – Notice.**

- (a) Nothing herein shall be construed or interpreted to preclude the Superintendent from placing an employee on immediate suspension, provided s/he give written notice of such action to the employee within two (2) school days of suspension.
- (b) The notice shall include a statement of reasons for the suspension, whether the Superintendent is recommending termination, and that a hearing before the School Board is available upon request, provided that such request is made in writing to the Superintendent within twenty-five (25) calendar days from receipt of said notice.

**SECTION 5. 6-17-1705. Hearing.**

- (a) Upon receipt of a request for a hearing, the Board shall conduct a hearing in accordance with the following provisions:
  - The hearing shall take place not less than five (5) days or more than ten (10) days after the written request has been received by the Superintendent, except that the employee and Board may, in writing, agree to an earlier or later hearing date;
  - The hearing shall be public or private at the request of the employee.

- (b) The employee may be represented by persons of his / her own choosing.
- (c) In hearings held concerning a recommendation for the termination of an employee's contract, either the Board or the employee may elect to have a record of the hearing made at the Board's expense.
- (d) In hearings held concerning a recommendation for the non-renewal of a full-time non-probationary employee, either the Board or the employee may elect to have a record of the hearing made and the expense for the record shall be shared equally between the Board and the employee.
- (e) After the hearing, the School Board may terminate the employee or continue the suspension for a definite period of time. The salary of a suspended employee shall cease when the School Board sustains the suspension. Otherwise, the employee shall be reinstated without loss of compensation.
- (f) The decision of the School Board shall be made within ten (10) calendar days of the hearing.

*Legal References: ACT 631 of 1991 (Amended by Act 1199 of 1997)*

**Policy Name: CLASSIFIED PERSONNEL  
DISTRICT RULES**

Adopted: 9-27-99  
Revised: 05-21-01  
Approved 05-17-10

**POLICY**

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

**PROCEDURES**

Following is a list of District violations. If committed, there will be sufficient grounds for disciplinary action, up to and including discharge:

- Excessive, unexcused absenteeism
- Excessive tardiness
- Unnecessary loss of time or loitering during working hours
- Excessive, unauthorized or unnecessary absence from assigned work station
- Falsification of personnel or other records
- Personal possession of weapons on the premises at any time
- Removal of School District property, records, or confidential information from premises without proper authority
- Willful abuse, misuse or destruction of District property, including tools, equipment and property of other employees
- Theft or misappropriation of property of employees, students, or the District
- Refusal to obey orders of the Supervisor including refusal to do work assignment
- Possession, consumption or reporting to work under the influence of alcohol, non-prescribed drugs or any controlled substances. Smoking is also prohibited.
- Disregard of known safety rules or common safety practices
- Unsafe operation of machines and equipment including motor-driven vehicles
- Gambling, lottery, or any other game of chance on District property
- Poor workmanship

- Immoral conduct or indecency including abusive or foul language

In accordance with Act 1046 of 2001, all school employees and/or students are protected against death threats. Communicating a death threat concerning a school employee or student is a Class D Felony and will be treated as such.

**Policy Name: CLASSIFIED PERSONNEL  
DRUG-FREE WORKPLACE**

Adopted: 04-11-05  
Approved: 04-20-15

### **8.28 Drug Free Workplace**

The conduct of District staff plays a vital role in the social and behavioral development of our students. It is equally important that the staff have a safe, healthy, 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, and the 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 publicly under the influence of, or in illegal possession of, any illegal drug, controlled substance or alcohol, while engaged in any school, school-related activity, or on the school campus, the employee may be subject to discipline, up to and including termination.

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. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of worker's compensation benefits in accordance with policy 8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION.<sup>2</sup>

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

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

Any employee convicted of any criminal drug statute violation for an offense that occurred while at work or in the performance of official duties while off District property shall report the conviction within five (5) calendar days to the superintendent. Within ten (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/she 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, (b) one which is legally obtainable but which has been obtained illegally. The District may require an employee to provide proof from his/her physician and/or pharmacist that the employee is lawfully able to receive such medication. Failure to provide such proof, to the satisfaction of the Superintendent, may result in discipline up to and including a recommendation of termination.

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

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

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

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

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

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

**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 \_\_\_\_\_

Policy Name: CLASSIFIED PERSONNEL -

DRUGS / DRUG TESTING / SUBSTANCE ABUSE /  
TOBACCO USE

Adopted: 9-27-99  
Revised: 03-18-14  
Approved 06-17 13

The Mountainburg School District has adopted a policy that all employees must report to work free from the effects of alcohol and/or the presence of drugs, unless used as prescribed by a physician for that individual.

**8.4— CLASSIFIED EMPLOYEES DRUG TESTING**

**Scope of Policy**

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

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

**Methods of Testing**

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

**Definitions**

“Safety sensitive function” includes:

1. All time spent inspecting, servicing, and/or preparing the vehicle;
2. All time spent driving the vehicle;
3. All time spent loading or unloading the vehicle or supervising the loading or unloading of the vehicle; and
4. All time spent repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

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

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

**Requirements**

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

1. Random tests,

2. Testing in conjunction with an accident,
3. Receiving a citation for a moving traffic violation ,
4. Reasonable suspicion.

**Prohibitions**

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

**Testing for Cause**

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

**Refusal to Submit**

- Refusal to submit to an alcohol or controlled substance test means that the driver
- a. failed to appear for any test within a reasonable period of time as determined by the employer consistent with applicable Department of Transportation agency regulation;
  - b. Failed to remain at the testing site until the testing process was completed;
  - c. Failed to provide a urine specimen for any required drug test;
  - d. Failed to provide a sufficient amount of urine without an adequate medical reason for the failure;
  - e. Failed to undergo a medical examination as directed by the Medical Review Officer as part of the verification process for the previous listed reason;
  - f. Failed or declined to submit to a second test that the employer or collector has directed the driver to take;
  - g. Failed to cooperate with any of the testing process;

- h. Adulterated or substituted a test result as reported by the Medical Review Officer.

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

**Consequences for Violations**

Drivers who engage in any conduct prohibited by this policy, which refuse to take a required drug or alcohol test, or who exceed the acceptable limits for the respective tests shall no longer be allowed to perform safety-sensitive functions. Actions regarding their continued employment shall be taken in relation to their inability to perform these functions and could include termination or non-renewal of their contract of employment.<sup>2</sup>

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

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

*Legal Reference: A.C.A. § 6-19-108, 49 C.F.R. § 382-101 – 605  
49 C.F.R. § part 40, A.C.A. § 6-19-119, 49  
C.F.R. § 390.5*

**8.15— CLASSIFIED PERSONNEL TOBACCO USE**

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

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

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

*Legal Reference: A.C.A. § 6-21-609*



been abused or subjected to maltreatment by another person; however, a person with a duty to report may find it helpful to make a limited inquiry to assist in the formation of a belief that child abuse, maltreatment or neglect has occurred, or to rule out such a belief<sup>2</sup>. Employees and volunteers who call the Child Abuse Hotline in good faith are immune from civil liability and criminal prosecution.

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

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

**Policy Name: CLASSIFIED PERSONNEL  
EMPLOYEMENT**

Adopted: 04-15-13  
Approved: 04-20-15  
Revised: 04-20-15

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

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

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

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.

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

Inquiries on non discrimination may be directed to the Superintendent, who may be reached at 369-2121.

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;
3. a deceased veteran’s spouse who is unmarried throughout the hiring process; or

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 veterans preference, the applicant must be a citizen and resident of Arkansas, be substantially equally qualified as other applicants and do all of the following:

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

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

*Legal References: A.C.A. § 6-17-414, A.C.A. § 21-3-302, A.C.A. § 21-3-303, A.C.A. § 25-19-101 et seq.*

**Policy Name: CLASSIFIED PERSONNEL  
EVALUATION**

Adopted: 05-18-09  
Approved: 05-17-10



**8.2— CLASSIFIED PERSONNEL EVALUATIONS**

Classified personnel may be periodically evaluated.

Any forms, procedures or other methods of evaluation, including criteria, are to be developed by the Superintendent and or his designee(s), but shall not be part of the personnel policies of the District. *Legal Reference: A.C.A. § 6-17-2301*

**8.3 EVALUATION OF RELATIVES**

Adopted: 04-11-05

Approved 05-17-10

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

All classified staff will be evaluated at least annually. Any forms, procedures, or other methods of evaluation, including criteria, are to be developed by the Superintendent and/or his/her designee(s) but shall not be a part of the personnel policies of the District.

When the classified staff is evaluated, they will receive a Classified Evaluation Report (CER) within ten (10) days of the observation/s. The CER will reflect how the evaluator perceives the staff member’s performance for the current year. If an evaluator concludes that a staff member is doing unsatisfactory work, specific supporting reasons will be set forth in a Classified Improvement Plan (CIP) which may include, but is not limited to:

- a. A statement of what is unacceptable
- b. An identification of the specific ways to improve
- c. The type of assistance to be given by the District

The evaluator and the staff member will develop the Classified Improvement Plan (CIP) cooperatively. It will then be used for a reference regarding the future improvement of the staff member. The improvement plan will state the deficiency and the corrective action needed as well as the date accomplished. A Classified Improvement Plan will automatically bring future observations and evaluation reports. The evaluator must consider the amount of progress being made and assure the Board of Education that the improvement is adequate before re-hiring for the new school year.

*Legal References: A.C.A. § 6-17-504, Ark. Stat. Ann. §§80-1256; Act 110 of 1983, first Extraordinary Session.*

**CLASSIFIED IMPROVEMENT PLAN**

Name \_\_\_\_\_ Date to be accomplished \_\_\_\_\_

- 1. What job target is to be improved?
- 2. What are some specific ways to improve?
- 3. Indicate how the improvement will be demonstrated/measured.
- 4. What training/in-service is planned to address the need?
- 5. What can the Administration do to help you accomplish the goal?

\_\_\_\_\_

Employee Signature / Date

Evaluator Signature / Date

Comments

**CLASSIFIED EVALUATION REPORT**

Employee \_\_\_\_\_

School \_\_\_\_\_

COMPETENCIES	Meets / Exceeds Expectations	Doesn't Meet Expectations	N/A
--------------	------------------------------	---------------------------	-----

- 1. There is evidence of the job goals being accomplished. \_\_\_\_\_
- 2. If there are identifiable weaknesses, mark the second (2<sup>nd</sup>) column and comment. If not, mark the third (3<sup>rd</sup>) column. \_\_\_\_\_
- 3. If the second (2<sup>nd</sup>) column was marked above, please make recommendations for improvement. \_\_\_\_\_
- 4. If there are identifiable strengths, mark the first (1<sup>st</sup>) column and comment. \_\_\_\_\_

\_\_\_\_\_  
Employee Signature / Date

\_\_\_\_\_  
Evaluator Signature / Date

**Name: CLASSIFIED PERSONNEL EQUITY**

Adopted:05-19-08  
Approved:05-17-10

**EQUITY COMPLIANCE POLICY**

- 1. **Purpose:** It is the policy of the Mountainburg Public Schools to maintain learning and working environment that is free from discrimination based upon sex (Title IX), age (Age Discrimination Act of 1975, disability (Title II of the Americans with Disabilities Act, 1990 and Section 504 of the Rehabilitation Act of 1973). The District will take steps to provide a prompt and equitable resolution of complaints alleging discrimination denying student or employees their rights to equal treatment without regard to sex, disability, and age. Under Section 504, all grievance procedures will incorporate appropriate due process standards.
- 2. **Authority:** It shall be a violation of this policy for students, employees and third parties to engage in any discriminatory action defined below.
- 3. **Definitions:** Unwelcome sexual advances, requests for sexual favors, and other inappropriate oral, written, or physical conduct of a sexual nature, when made by a student to an employee, by any students to another student or by a third party to either a student or employee constitutes sexual harassment when:

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

Sexual harassment, as defined above, may include, but is not limited to the following:

- Verbal harassment or abuse;
- Pressure for sexual activity;
- Repeated remarks to a person with sexual or demeaning implications;
- Suggesting or demanding sexual involvement accompanied by implied or explicit threats concerning one's grades, job, etc.; or
- Sexually motivated unwelcome physical contact.

Discrimination or harassment based upon age, sex, or disability will not be tolerated in the Mountainburg Public Schools.

4. **Procedures:** If the complaint involves a student, the complaint may be filed with the building principal. If the complaint involves an employee or third party, the complaint may be filed with the building principal or directly with the Equity Compliance Coordinator. Upon receipt of a report of sex discrimination including but not limited to sexual harassment, discrimination based upon age or handicap, the building principal may conduct an investigation and present a written report on the Mountainburg Public Schools form to the Equity Compliance Coordinator within twenty-four (24) hours. Failure to report any such incident or complaint as provided will result in disciplinary action taken against that employee.

Filing a complaint or otherwise reporting sexual harassment, age, sex or disability discrimination will not reflect upon the individual's status nor will it affect future employment, grades, or work assignments.

The Equity Compliance Coordinator shall immediately authorize an investigation, which may be conducted by school officials. A written report on the investigation will be provided to the Equity Compliance Coordinator with ten (10) school days of the complaint or report of discrimination.

The investigation may consist of personal interviews with the person filing a complaint, the individual(s) against whom the complaint is filed and others who may have knowledge of the alleged incident or circumstances surrounding the complaint.

In addition, the District may take immediate steps, at its discretion, to protect the person filing the complaint, students(s), employee, or third party pending the completion of the investigation.

The Equity Compliance Coordinator shall make a report to the Superintendent within two (2) school days of the completion of the investigation.

- 5. **School District Action:**
  - A. Upon receipt of a recommendation that the complaint is valid, the District shall take such action as appropriate based on the results of the investigation. If the discriminator is a student, disciplinary action may include suspension or expulsion.
  - B. The result of the investigation of each complaint filed under these procedures will be reported in writing to the person filing the complaint by the District. If the discriminator is a student, the report will document the action taken as a result of the complaint to the extent permitted by FERPA.
  - C. If the discriminator is an employee, disciplinary action may include suspension or termination.
  - D. If the discriminator is a third party, appropriate law enforcement agencies will be contacted.
- 6. **Reprisal:** The District will discipline any individual who retaliates against any person who reports alleged discrimination or who retaliates against any person who testifies, assists, or participates in an investigation proceeding related to discrimination complaint. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.
- 7. **Equity Compliance Coordinator**

129 Highway 71 SW  
Mountainburg, AR 72946  
(479) 369-2121

- 8. A compliance or grievance concerning compliance with Title VI (race), Title IX (sex), or Section 504 of the Rehabilitation Act of 1973 (disability), Title II of the Americans with Disabilities Act of 1990 and the Age Discrimination Act of 1975 may be submitted directly with or without regard for this procedure to:

Office of Civil Rights  
U.S. Office of Education  
1999 Bryan Street, Suite 2600  
Dallas, TX 75201

Mountainburg Public Schools Reporting Form for Sexual Harassment

- Sex Discrimination
- Disability (Title II) Discrimination
- Age Discrimination

Complete all applicable information. Under no circumstances shall a student or employee or third party be required to first report allegations of sexual harassment, sex, age, or disability discrimination to a school contact person if that person is the individual who is accused of the incident.

Name of the person making the complaint \_\_\_\_\_

Relationship to the Victim \_\_\_\_\_

1. **VICTIM** \_\_\_\_\_

Phone Number \_\_\_\_\_ Cell \_\_\_\_\_

Physical Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

Age \_\_\_\_\_ Grade \_\_\_\_\_ Teacher \_\_\_\_\_

2. **ACCUSED** \_\_\_\_\_

Phone Number \_\_\_\_\_ Cell \_\_\_\_\_

Physical Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

Age \_\_\_\_\_ Grade \_\_\_\_\_ Teacher \_\_\_\_\_

3. Document the name and title of the MSD official who was notified (teacher, counselor, principal, supervisor OR Affirmative Action Coordinator)

Name	Title	Date

4. Principal will get written statements from the victim and harasser. Attach to report.

Signature of investigator	Title	Date

5. The Affirmative Action Coordinator will maintain a written account of the response or investigation of the alleged conduct that is turned in after the initial investigation.

Signature of Affirmative Action Coordinator	Date Information was received by Investigator

6. Affirmative Action Coordinator will collect witness statements and attach to report.

7. Affirmative Action Coordinator will collect investigative notes and attach to report.

8. \_\_\_\_\_  
Name of Determining Official Title  
Implementing action(s) taken

9. Description of Actions

Mountainburg Public Schools  
Equity Compliance Coordinator  
129 Highway 71 SW  
Mountainburg, AR 72946  
Phone: 479-369-2121  
Fax: 479-369-2138

**MOUNTAINBURG PUBLIC SCHOOLS  
EQUITY COMPLIANCE COORDINATOR DISTRICT  
DESIGNEES FOR REPORTING**

Trisha Shepherd  
Administrative Assistant, Equity Compliance Coordinator  
129 Highway 71 SW  
Mountainburg, AR 27946  
479-369-2121

Jason Rutherford, High School Principal  
129 Highway 71 SW  
Mountainburg, AR 72946  
479-369-2146

Paul Roper, Middle School Principal  
129 Highway 71 SW  
Mountainburg, AR 72946  
479-369-4506

Tandi Jones, Elementary Principal  
129 Highway 71 SW  
Mountainburg, AR 72946  
479-369-2762

Each building principal will be responsible for all Equity complaints and investigations on their campus unless investigations are assigned to another by the District Coordinator. If the building principal is named on the complaint/grievance

then the District Coordinator will investigate or designate a third party to investigate according to District policy.

Appeals of all investigations/findings will be made to the Superintendent of Schools according to District policy. An appeal of the Superintendents findings may be made to the Board of Directors according to District Policy.

**Policy Name: CLASSIFIED PERSONNEL  
GIFTS AND GRATUITIES**

Adopted: 9-27-99

Revised: 05-21-01

Approved 05-17-10

The Board of Education prohibits any Board member or employee from accepting gifts from any person, agency, or company doing or desiring to do business with the School District. All business-related gratuities are prohibited except nominal-value advertising items that are widely distributed.

The Board of Education, in accordance with state law, prohibits the Superintendent or member of the Board, or any employee or agent of the Board to be interested directly or indirectly in any contract or purchase for an amount in excess of five hundred dollars (\$500.00). This includes any person, firm, or corporation with which or with whom any member of the Board shall, directly or indirectly, be associated, become interested in, or receive any pecuniary remuneration there from provided such prohibition shall not apply to contracts for materials bought on open, competitive bid and given to the lowest bidder.

In accordance with Act 1192 of 2001, School Employees and/or Teachers are allowed to receive gifts or compensation in recognition of the Employee’s contribution to education. *Legal References: Ark. Stat. Ann. &80-136, 80-138, 80-1909; Act 368 of 1983; Act 80 of 1987.*

**Policy Name: CLASSIFIED PERSONNEL  
GRIEVANCES**

Adopted: 9-27-99

Revised: 04-11-05

Approved: 05-17-10

**8.19 CLASSIFIED PERSONNEL GRIEVANCE**

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

**Definitions**

Grievance- Any claim or concern related to the interpretation, application, or claimed violation of the personnel policies, including salary schedules, raised by an individual employee of this school District. Other matters for which the means of resolution are provided or foreclosed by statute or administrative procedures shall not be considered grievances. Specifically, no grievance may be entertained against a supervisor for

directing, instructing, reprimanding, or “writing up” an employee under his/her supervision.

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

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

**Employee-** Any person employed under a written contract by this school District.

**Immediate Supervisor-** The person immediately superior to an employee who directs and supervises the work of that employer.

**Day** – A calendar day, unless otherwise specified.

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

### **Process**

LEVEL 1: An employee who believes that he/she has a grievance shall inform that employee’s immediate supervisor that the employee has a potential grievance and discuss the matter with the supervisor within five working days of the occurrence of the grievance. The five-day requirement does not apply to grievances concerning back pay. If the grievance is not advanced to Level Two within five days following the conference, the matter will be considered resolved, and the employee shall have no further right with respect to said grievance.

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

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



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

LEVEL 3: If the proper recipient of the Level Two Grievance was the building principal, and the employee remains unsatisfied with the written response to the grievance, the employee may advance the grievance to the superintendent by submitting a copy of the Level Two Grievance Form and the principal's reply to the superintendent within five working days of his/her receipt of the principal's reply. The superintendent will have ten working days to schedule a conference with the employee filing the grievance. After the conference, the superintendent will have ten working days in which to deliver a written response to the grievance to the employee.

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

The School Board will address the grievance at the next regular meeting of the school board unless the employee agrees in writing to an alternate date for the hearing. After reviewing the Level Two Grievance Form and the superintendent's reply, the board will decide if the grievance, on its face, is grievable under District policy.

If the grievance is presented as a "group grievance," the Board shall first determine if the composition of the group meets the definition of a "group grievance." If the Board determines that it is a group grievance, the Board shall then determine whether the matter raised is grievance. If the Board rules the composition of the group does not meet the definition of a group grievance, or the grievance, whether group or individual, is not grievable, the matter shall be considered closed. (Individuals within the disallowed group may choose to subsequently re-file their grievance as an individual grievance beginning with Level One of the process). If the Board rules the grievance to be grievable, they shall immediately commence a hearing on the grievance. An employee, who has a grievance, shall have adequate opportunity to present the grievance. The employee shall be provided no less than ninety (90) minutes to present the grievance, unless a shorter period is agreed to by the employee; and both parties shall have the opportunity to present and question witnesses. The hearing shall be open to the public unless the employee requests a private hearing. If the hearing is open, the parent or guardian of any

student under the age of eighteen years of age 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, discipline, or resignation of the employee. A decision on the grievance shall be announced no later than the next regular board meeting.

**Records**

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

**Reprisals**

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

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

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

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

Date submitted to Supervisor: \_\_\_\_\_

Personnel Policy grievance is based upon: \_\_\_\_\_

Grievance (be specific):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What would resolve your grievance:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Supervisor’s Response:  
Date submitted to recipient: \_\_\_\_\_

**Policy Name: CLASSIFIED PERSONNEL  
HEALTH EXAMINATION/REQUIREMENTS**

Adopted: 9-27-99  
Revised: 04-11-05  
Approved 05-17-10

All school employees shall, prior to beginning employment, furnish evidence dated not more than ninety (90) days prior to its presentation that the employee is free from tuberculosis. In case of emergency, a three (3) month period will be allowed for compliance with this policy. Food Service Workers and Bus Drivers will furnish evidence of freedom from TB annually. **ALL BUS DRIVERS ARE REQUIRED TO HAVE PHYSICALS AND TB TESTS EVERY YEARS. ALL CAFETERIA WORKERS ARE REQUIRED TO HAVE ANNUAL TB TESTS PRIOR TO THE BEGINNING OF THE SCHOOL YEAR.**

This certification may be obtained from a licensed Physician or without charge from a County Health Department. Certification no longer requires a statement of freedom for all infectious diseases.

The keystone of this determination is the tuberculin skin test. If this test is *negative*, the certificate may be signed by the local public health nurse or physician and renewed annually if no exposure to tuberculosis has occurred and answers to a TB questionnaire are satisfactory. If the tuberculin skin test is *positive*, a chest x-ray must be made annually and interpreted by a radiologist or a physician with experience in tuberculosis (e.g., chest clinician in the chest clinic of the local Health Department) to assure absence of infectious tuberculosis. Renewal annually for skin test reactors requires an annual chest x-ray with similar interpretation.

In the event of known recent exposure to tuberculosis, a change from negative to positive, or the finding of x-ray evidence of active tuberculosis, certification requires clearance by the Director of the tuberculosis program of the State Health Department or a physician by the Director (e.g., the chest clinician in the County Health Department chest clinic).

Requiring presentation of this certificate is the responsibility of the School Administrators. While the Health Department is willing to perform the necessary tests, it is not their responsibility to see to it that a health certificate is obtained.

*Legal References: &80-1210, 80-1211, 1973, Act 97, 1977, Act 59, 1979.*

The classified personnel shall be notified of any communicable disease such as TB, Hepatitis, etc. so that appropriate measures may be taken to ensure the safety of staff, faculty, and students.

**Policy Name: CLASSIFIED PERSONNEL  
HIRING / RECRUITMENT**

Adopted: 9-27-99

Revised: 05-21-01

Approved 05-17-10

It shall be the duty of the Superintendent of Schools and the building Principals to recommend the employment of the individual members of the classified staff to the Board of Education for approval and employment.

Such personnel must have on file:

- Health Certificate
- Photo copy of Social Security Card
- Statement of Number of Dependents – W-4 Form
- Retirement Application
- Current Address and Phone Number
- TB Skin Tests

It shall be the policy of the School Board that persons desiring employment shall file a written application at the Superintendent’s office, stating experience and other pertinent information as may be required. It shall be the policy of the Board to post notices in public places and/or in the local newspaper of all vacancies. Applications shall then be received, and selection shall be made by the Board of Education based upon the recommendation of the Superintendent.

**Policy Name: CLASSIFIED PERSONNEL  
INJURY FROM ASSAULT**

Adopted: 08-30-04

Approved 05-17-10

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

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

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

In order to obtain leave under this policy, the staff member must present documentation of the injury from a physician with an estimate for time of recovery sufficient to enable the staff member to return to work, and written statements from witnesses (or other documentation as appropriate to a given incident) to prove that the incident occurred in the course of the staff member’s employment. *Legal Reference: A.C.A. § 6-17-1308*

**Policy Name: CLASSIFIED PERSONNEL  
INVENTORY OF SCHOOL PROPERTY**

Adopted: 9-27-99

Revised: 05-21-01

Approved 05-17-10

The transportation, maintenance, and school food Supervisors will maintain current inventory lists pertaining to their areas. The master inventory file for all school-owned property is maintained at the Superintendent's office. It will be the official copy to be used for audit purposes. The inventory list is limited to capital outlay items such as classroom furniture, equipment, and items normally thought of as supplies, but when considered as a group, exceed \$500.00 value.

**Policy Name: CLASSIFIED PERSONNEL  
JOB DESCRIPTIONS**

(Duties, Positions, Qualifications, Salary Schedules)

Adopted: 9-27-99

Revised: 05-18-09

Approved 05-17-10

The Board of Education shall hold the Administration responsible for the equitable distribution of work among the members of the classified staff.

In accordance with Act 1138 of 2001, a full-time, classified employee shall not receive an hourly rate of compensation less than eight dollars and fifteen cents (8.15) per hour.

All regular and/or, full-time, classified support staff positions in the school system will be established initially by the Board. The following positions are now in force in the Mountainburg Schools:

- Bookkeeper / Treasurer
  - Secretaries
- Educational Assistants
- Food Services Direction
  - Food Service Manager
  - Cafeteria Cooks
- Maintenance Supervisor
  - Maintenance Assistant
  - Maintenance Custodians
- School Health Nurse/s
- Transportation Supervisor
  - Transportation Assistant/Mechanic
  - Transportation Bus/Vehicle Drivers

The Board will approve a statement of the classified job requirements as presented / updated by the Superintendent. This shall be in the form of a job description, setting forth the purpose and function of the position, qualifications of the candidate, and a list of responsibilities and/or duties of the said job.

The Mountainburg school system will maintain a staff of employees who are not certified by the State Department of Education in the following necessary, non-instructional

capacities: clerical, custodial, educational assistants, food services, health, maintenance, and transportation. These employees shall perform the necessary duties as stipulated by the Superintendent. It shall be the duty of the Superintendent of Schools, with the assistance of the appropriate Supervisor / Department Head, to recommend the employment of the individual members of the classified staff to the Board of Education for approval and employment. The Superintendent shall consider, as far as is possible, the wishes of the employees in placement and in making building assignments of classified personnel.

Employees may be assigned, re-assigned, or transferred by decision of the Superintendent. Hour's on-duty for each employee is determined by the building Principal / Supervisor of the Department. Salary schedules for each type of employment will be maintained in the central office. Salaries will be commensurate to duties performed and the prevailing wage of the area. All classified personnel are covered by Social Security as well as State Retirement and are entitled to benefits thereof. All grievances should be settled with the employee's immediate superior. If this fails, an appeal may be made to the Superintendent for consideration. *Legal References: Act 43 of 1991*

**TITLE: Bookkeeper / Treasurer**

**QUALIFICATIONS:**

Preferably a well-known, honest person of the community who gets along well with others and is congenial to the public is needed for the position of Bookkeeper/Treasurer. It is a must that this person be loyal to their employer as well as remembers to keep all school information confidential. It is also necessary that the person seeking this position have a background knowledge/experience in using APSCN for the finance records of the school.

**REPORTS TO:**

The Bookkeeper/Treasurer reports directly to the Superintendent of Schools.

**JOB GOAL:**

The Bookkeeper / Treasurer of the school must meet the minimum requirements as established by the Arkansas State Board of Education, and the local Board of Education for their specific job.

**PERFORMANCE RESPONSIBILITIES:**

- To prepare correspondence and maintain files
- To keep accurate, up-to-date records of the school finances includes accounts payable, payroll and related reports, bank reconciliations, investments, staff contracts, inventory management
- To assist Superintendent in preparing the annual financial report and the budget for the following school year
- To assist with financial reports and budgeting for grants
- To prepare a monthly financial report for the School Board
- To serve as APSCN financial management system Administrator
- To serve as the State Reporting Coordinator for the District
- To serve in a supervisory capacity with all school secretaries

- to ensure a consistent flow of work in all offices
- To record the minutes at all School Board meetings
- To respond to all other duties as assigned by the Superintendent

**TITLE: Clerical/Secretarial Staff**

**QUALIFICATIONS:**

Experience is not a prerequisite for employment unless, in the opinion of the Superintendent, the position is deemed to require such.

The employee shall have such training and skills as may be required to successfully carry out the requirements of the job. The Clerical/Secretarial Staff must be willing to carry out instructions from the Bookkeeper / Treasurer of the District.

**REPORTS TO:**

Central Office Staff is responsible to the Superintendent.

All other Clerical / Secretarial Staff is responsible directly to the building Principal and the Bookkeeper / Treasurer of the District.

**JOB GOAL:**

The main goal for the Clerical / Secretarial Staff is to meet the clerical needs of their Supervisor as they arise.

**PERFORMANCE RESPONSIBILITIES:**

- To have data entry and word processing skills necessary to complete assignments as required by their immediate Supervisor.
- To prepare Morning Reports for the Staff each day.
- To keep accurate records of Student Attendance / Referrals on APSCN.
- To contact subs for Teacher absences.
- To maintain a quiet, working, and respectful atmosphere.
- To correspond on a regular basis with parents.
- To use positive reinforcement with students.
- To respond to all other duties as assigned by their immediate Supervisor.

**TITLE: Cafeteria / Food Services Supervisor**

**QUALIFICATIONS:**

The Cafeteria Supervisor must be qualified to operate a school lunch program in accordance with Federal and State regulations. Therefore, s/he must be willing to be trained in their field. One important requirement for this position is to keep appropriate records for the Annual Audit.

**REPORTS TO:**

The Cafeteria Supervisor is directly responsible to the Superintendent of Schools, but the nature of this job requires a close working relationship with all other Administration.

**JOB GOAL:**

The overall goal for the Cafeteria Supervisor is to make sure lunches are served at a reasonable cost to all students and personnel. S/he is also responsible for the performance of all School Food Service Personnel.

**PERFORMANCE RESPONSIBILITIES:**

- Implement and maintain all State/Federal guidelines.
- Prepare a financial report of all cafeterias for the Superintendent’s office.
- Handle recommendations for Cafeteria Personnel selection, dismissal, and assignment.
- Provide required information to the District Central Offices for preparation of payroll of Cafeteria Staff.
- Requisition food, supplies, and equipment for School Food Services.
- Prepare menus for all schools.
- Accept and delivery of County School commodities as well as prepare reports required.
- Recommend purchases for all kitchen/dining room equipment for replacement and/or maintenance.
- Plan/supervise all special functions that are served by School Cafeteria personnel.
- Direct the implementation/monitoring of the Free Lunch Program.
- Perform other duties as assigned by the Superintendent.

**TITLE: Cafeteria Employees**

**QUALIFICATIONS:**

Cafeteria employees shall perform such duties in the selection, preparation, and serving of the food as assigned by the Cafeteria Supervisor.

**REPORTS TO:**

All Cafeteria Employees report directly to the Cafeteria Supervisor.

**JOB GOAL**

The main goal of the Cafeteria Employees is to cook a well-balanced breakfast and lunch for the students / faculty each school day.

**PERFORMANCE RESPONSIBILITIES:**

The Cafeteria Employees shall perform all duties as assigned by the Cafeteria Supervisor such as, but not limited to, the following:

- washing dishes
- cleaning tables / floors / stoves /etc.
- preparing for special occasions as approved by the Cafeteria Supervisor

**TITLE: In School Detention Instructor/Assistant**

**QUALIFICATIONS:**

The ISD Instructor/Assistant must meet the minimum requirements as established by the Arkansas State Board of Education / Local Board of Education for their specific job.

**REPORTS TO:**

The ISD Instructor is directly responsible to the building Principal.

**JOB GOAL:**



The main goal for the ISD Instructor is to promote the educational and personal growth and development of students through instructional activities as well as through the association and relationship afforded by the school setting.

**PERFORMANCE RESPONSIBILITIES:**

- Insure an even flow (transference) of student work from faculty to student as well as from student to faculty.
- Insure that all students' work is completed to the best of their ability.
- Keep accurate records of individual student's behavior and work habits.
- Maintain a quiet, working, and respectful atmosphere.
- Provide assistance to students who are having difficulty in a particular area.
- Establish communication between the student's parents and the program.
- Conduct an "exit" conference with the Principal to report each student's progress and determine his/her release from the ISD program.

**TITLE: Educational Assistants**

**QUALIFICATIONS:**

It is not a requirement for Educational Assistants to have previous experience, but they must be willing to be trained in whatever educational capacity is needed by the Classroom Teacher, Supervisor, and/or the building Principal.

**REPORTS TO:**

All Educational Assistants report to Assigned Classroom Teacher/s, Supervisor/s, and/or building Principal/s.

**JOB GOAL:**

To meet the educational needs of Students, Supervisors, Teachers, and Building Principals, Educational Assistants will have varied responsibilities, depending on whom they are working for at any given time. Whatever the case may be, they must be willing to assist in any capacity their superior's needs in order to help students improve in academic achievement. A few examples of their assigned responsibilities might include, but are not limited to the following

- Guiding the regular classroom students through learning centers as the teacher works with the at-risk students in a Guided Reading Group.
- Guiding students in a Computer Lab setting.
- Guiding students in a Library/Study Hall setting.
- Tutoring students in weak areas.

**PERFORMANCE RESPONSIBILITIES:**

Assigned by Classroom Teachers, Supervisors, and/or Principals.

**TITLE: Maintenance Supervisor**

**QUALIFICATIONS:**

The Maintenance Supervisor must have a background knowledge of Building and Grounds Maintenance/Repair and, preferably, be certified in Refrigeration/Electric.

**REPORTS TO:**

The Maintenance Supervisor shall be directly responsible to the Superintendent of Schools.

**JOB GOAL:**

The main goal of the Maintenance Supervisor is to be responsible for the upkeep, repair, and maintenance of school property and facilities.

It shall be the policy of the District, and shall be carried out by the Maintenance Supervisor, to recommend for hire, maintenance and custodial personnel who are physically qualified to discharge all duties of those departments. The Maintenance Supervisor will also recommend personnel to appoint, demote, and assign in the school maintenance and custodial services to the Superintendent.

The Maintenance Supervisor shall delegate to the Custodial Staff the responsibility for the safety and satisfactory conditions of the buildings and grounds, and machinery and equipment relating to heating, plumbing, ventilation and operation of the school.

**PERFORMANCE RESPONSIBILITIES:**

- Maintain proper distribution of school furniture / moveable fixtures.
- Continuously inspect / appraise the condition of all buildings / grounds of the District by placing them in condition for safe, sanitary, and efficient operation.
- Report to the Superintendent of Schools on the condition of all buildings and grounds as well as recommend changes and improvements needing to be made.
- Supervise the maintenance of the inventory of all property utilized by the buildings and grounds personnel.
- Recommend for requisition the equipment and supplies needed for the efficient operation and maintenance of all school property.
- Distribute custodial supplies as needed, upon requisition of the building Principal.
- Assign Custodial Personnel to the schools and to supervise the technical phases of the custodian's work through/with the building Principal's directions.
- Maintain a continuous training program for Custodial Personnel.
- Perform other duties as assigned by the Superintendent.

**TITLE: Maintenance Assistant**

**QUALIFICATIONS:**

It is not a requirement for the Maintenance Assistant to have previous experience for the Maintenance Assistant position, but he/she must be willing to be trained in whatever capacity the Maintenance Supervisor deems necessary for the job.

**REPORTS TO:**

The Maintenance Assistant works directly with the Maintenance Supervisor and reports to the Superintendent of Schools.

**JOB GOAL:**

The main goal of the Maintenance Assistant is to assist the Maintenance Supervisor in whatever capacity is necessary.

**PERFORMANCE RESPONSIBILITIES:**

Assigned by the Maintenance Supervisor and / or Superintendent of Schools

**TITLE: Custodians**

**QUALIFICATIONS:**

It is not a requirement for Custodians to have previous experience for the Custodian position, but the person who is hired, must be willing to be trained in whatever capacity is necessary to keep the buildings / grounds clean and sanitary on a daily basis. They must also be willing to come in during vacations/breaks to do major work while students are absent.

**REPORTS TO:**

Custodians report directly to building Principals.

**JOB GOAL:**

The main goal for Custodial Services is to keep the buildings and grounds clean and sanitary on a daily basis for the entire District.

**PERFORMANCE RESPONSIBILITIES:**

Clean and dust all parts of the buildings and empty trash daily. Special areas such as toilets, drinking fountains, nurse stations etc. must receive daily special attention for sanitation. Custodians should also be willing to do all other duties as assigned by Principals.

**TITLE: School Nurse**

**QUALIFICATIONS:**

The School Nurse must meet the minimum requirements as established by the Arkansas State Board of Education and the local Board of Education for their specific job.

**REPORTS TO:**

The School Nurse is directly responsible to the Superintendent of Schools.

**JOB GOAL:**

The School Nurse is to promote a public School Health program that is a cooperative project produced through the efforts of Administrators, School Faculty and Staff, Parents, and Children.

**PERFORMANCE RESPONSIBILITIES:**

- The nurse shall explain the Health Program to teachers, parents and students as required.
- The nurse shall serve as a liaison between Physician, Community Health Agencies, the Family, Child Guidance Counselors, and the School.
- The nurse shall aid in protecting the health and welfare of the pupils and School Personnel.
- The nurse shall cooperate with School Personnel in solving attendance problems by determining the existence or extent of illness of the children by home visits when appropriate and by contacting Physicians, hospitals, etc. as necessary.
- The nurse shall cooperate with all agencies and organizations interested in Health Programs concerning school children.
- The nurse shall direct the implementation of all State and Federal guidelines regarding health requirements of school children, employees and programs.
- The nurse will also perform other duties as assigned by the Superintendent.

**TITLE: Transportation Supervisor**

**QUALIFICATIONS:**

The position of Transportation Supervisor requires a good background knowledge of transportation vehicles and how to repair/maintain the running gear as well as the ability to organize bus trips and supervise School Bus Drivers.

**REPORTS TO:**

The Transportation Supervisor reports directly to the Superintendent of Schools but works closely with the building Principals.

**JOB GOAL:**

The Transportation Supervisor shall be responsible for the upkeep, repair, and maintenance of all school vehicles as well as for arranging all school trips.

**PERFORMANCE RESPONSIBILITIES:**

The Transportation Supervisor shall recommend personnel to appoint, demote, assign, and separate in School Transportation Services to the Superintendent. The Transportation Supervisor will also recommend to the Superintendent the purchase of new vehicles when he/she deems it appropriate for continued efficient operation. He/She will also recommend to the Superintendent personnel needed to maintain the continued transportation in the School System.

The Transportation Supervisor shall delegate to each of the Transportation Staff (bus drivers) the responsibility of keeping his/her own bus interior clean. The bus drivers must also report any mechanical trouble to the Transportation Supervisor. At the beginning of the school year, it will be the responsibility of the Transportation Supervisor to see that all bus drivers have their CDL, a complete physical exam, and a TB Skin Test. He/she must also make sure that each Bus Driver is willing to participate in the District Random Drug Testing. The District pays for all of the above.

The Transportation Supervisor will be responsible for providing a bus/driver for all school trips as well as arranging for substitute bus drivers when the regular bus drivers are absent and will perform other duties as assigned by the Superintendent.

**TITLE: Transportation Assistant / Mechanic**

**QUALIFICATIONS:**

The position of Transportation Mechanic requires background knowledge of repairing/ maintaining the running gear of school buses / vehicles.

**REPORTS TO:**

The Transportation Mechanic works directly with the Transportation Supervisor and reports to the Superintendent of Schools

**JOB GOAL:**

The main goal is to maintain all school vehicles on a regular basis.

**PERFORMANCE RESPONSIBILITIES:**

The Transportation Supervisor and/or the Superintendent of Schools will assign responsibilities.

**TITLE: School Bus Drivers**

**QUALIFICATIONS:**

State law requires all bus drivers to have received their CDL in order to drive a bus. The law/local policy also requires that all bus drivers have a Physical and a TB Skin Test. They must be willing to adhere to the Random Drug Testing. The District pays for all of the above.

In accordance with Act 231 of 2001, all full-time School Bus Drivers are eligible to participate in the Public School Employees Insurance Program, provided that they pay all costs associated with participating in the program unless the School District opts to pay all or a portion of that cost.

**REPORTS TO:**

The School Bus Drivers reports directly to the Transportation Supervisor and / or the Superintendent of Schools but works closely with the building Principals.

**JOB GOAL:**

The main goal for all Bus Drivers is to transport students to and from school in a safe and orderly manner.

**PERFORMANCE RESPONSIBILITIES:**

All Bus Drivers will be responsible for keeping their own bus interior clean on a daily basis. The Bus Drivers must also maintain order on the bus in order to reduce Discipline Referrals and maintain a safe, non-threatening environment for the students of Mountainburg Schools.

**Policy Name: CLASSIFIED PERSONNEL LEAVES**

Adopted: 9-27-99  
Revised: 03-18-14  
Approved: 03-18-14

Additional Leaves

It is very unprofessional for a classified employee to be absent from school without just cause. However, if a day of absence is approved for any reason other than school business or reasons not covered under sick leave, one day’s salary, based on the number of days stated in the employee’s contract, will be deducted for each day of absence.

Under special circumstances, a classified employee may petition the Board for a leave of absence. In this case, the Board will consider each case on its own merit, depending on the circumstances pertaining to the request.

Family / Medical Leaves

- A. It shall be the policy of the School District Board of Directors that the School District provides up to twelve (12) weeks of unpaid, job-protected leave to “eligible” employees for certain family and medical reasons. Employees are eligible if they have worked for the District at least one (1) year, and for 1,250 hours over the previous twelve (12) months.
- B. Reasons for Taking Leave: Unpaid leave shall be granted for the following:

- To care for the employee’s child after birth, or placement for adoption/foster care.
  - To care for the employee’s spouse, son, daughter, or parent, who has a serious health condition.
  - For a serious health condition that makes the employee unable to perform their current job.
- C. Advance Notice and Medical Certification: The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met. The employee ordinarily must provide thirty (30) days advance notice when the leave is “foreseeable”. The District may require medical certification to support a request for leave because of a serious health condition and may require second or third opinions (at the employer’s expense) and a Fitness for Duty Report to return to work.
- D. Job Benefits and Protection: For the duration of FMLA leave, the District maintains the employee’s health coverage under any “Group Health Plan”. Upon return from FMLA leave, most employees shall be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. The use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee’s leave.
- E. Unlawful Acts by the District: FMLA makes it unlawful for the District to:
- Interfere with, restrain, or deny the exercise of any right provided under FMLA.
  - Discharge or discriminate against any person opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.
- F. Enforcement: the U.S. Department of Labor is authorized to investigate and resolve complaints of violations. An eligible employee may bring a civil action against the District for violations. FMLA does not affect any federal or state law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.
- G. For Additional Information: Employees may contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor.

*Legal References: Family and Medical Leave Act of 1993*

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

For the district to function efficiently and have the necessary personnel present to effect a high achieving learning environment, employee absences need to be kept to a minimum. The district acknowledges that there are times during the school year when employees have personal business that needs to be addressed during the school day. Each full-time employee shall receive two (2) days of personal leave per contract year except for bus drivers.

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

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

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

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

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

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

Personal leave does not accumulate from one contract year to the next.

Personal leave may not be taken the day before or the day after a holiday.

### **8.8 Professional Leave**

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

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

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

Legal Reference: A.C.A. § 21-4-216, A.C.A. § 6-17-211

#### 8.9 Public Office

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

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

Prior to taking leave, and as soon as possible after the need for such leave is discerned by the employee, he/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 non-renewal or termination of his/her employment contract. *Legal Reference: A.C.A. § 6-17-115,116*

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

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

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

Employees shall receive their regular pay from the district while serving jury duty, and shall reimburse the district from the stipend they receive for jury duty.

*Legal Reference: A.C.A. § 16-31-106*

#### Maternity Leaves

Maternity leave will be granted for no longer than six (6) weeks after childbirth unless a doctor deems it necessary for the mother to be out for a longer period of time.



A pregnant employee may continue to work as long as her quality of work is not affected and her job is not hazardous to her health. If the Administration deems it necessary, the employee must produce evidence that her doctor approves of her working during her pregnancy.

An employee should not have to re-apply for her position on the staff after taking maternity leave.

#### Military Leaves

A school employee who is a member of the Arkansas National Guard or Reserve Branches of the Armed Forces will be granted leave at the rate of fifteen (15) days in any one (1) calendar year. It will accumulate in the succeeding calendar year until it totals fifteen (15) days at the beginning of the calendar year. Leave will be granted without loss of pay in addition to regular vacation time. The classified personnel will be responsible for paying the cost of any substitute employed in their absence.

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

An employee who enlists or re-enlists for a second, consecutive term of military duty forfeits his re-employment rights. Personnel called to duty in emergency situations by the Governor or President shall be granted leave with pay not to exceed thirty (30) working days after which leave without pay will be granted. This leave is in addition to regular vacation time. *Legal References: Act 586 of 1989; Revised: June 27, 1989*

#### Sick Leaves

### **8.5— CLASSIFIED EMPLOYEES SICK LEAVE**

The Mountainburg School District allows one day of sick leave per contract month for each Classified Employee except bus drivers. The bus drivers will be allowed five (5) sick leave days per contract year providing substitute bus drivers can be found. These sick days may accumulate according to state regulation.

#### **Definitions**

1. “Employee” is an employee of the District working 20 or more hours per week who is not required to have a teaching license as a condition of his employment.
2. “Sick Leave” is absence from work due to illness, whether by the employee or a member of the employee’s immediate family, or due to a death in the family. The principal shall determine whether sick leave will be approved on the basis of a death outside the immediate family of the employee.
3. “Current Sick Leave” means those days of sick leave for the current contract year, which leave is granted at the rate of one day of sick leave per month worked, or major part thereof.\*
4. “Accumulated Sick Leave” is the total of unused sick leave, up to a maximum of one hundred twenty (120) days accrued from previous contract, but not used.
5. “Immediate family” means an employee’s spouse, child, parent, or any other relative provided the other relative lives in the same household as the teacher or employee.

### **Sick Leave**

The principal has the discretion to approve sick leave for an employee to attend the funeral of a person who is not related to the employee, under circumstances deemed appropriate by the principal. Employees who are adopting or seeking to adopt a minor child or minor children may use up to 15 sick leave days in any school year for absences relating to the adoption, including time needed for travel, time needed for home visits, time needed for document translation, submission or preparation, time spent with legal or adoption agency representatives, time spent in court and bonding time. See also, 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE, which also applies. Except for bonding time, documentation shall be provided by the employee upon request.

Pay for sick leave 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 dismissal.

If the employees 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 dismissal.

### **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<sup>3</sup> 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 two 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 accrued paid sick leave, any sick leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave including once an employee exhausts his/her 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.

All 180-189 day contracted classified personnel will be entitled to nine (9) days of sick leave accumulative up to one hundred twenty (120) days. Bus Drivers will received five (5) sick leave days. Classified personnel who have accumulated one hundred twenty (120) days of sick leave shall be paid the rate of substitute pay for their position for every day of unused sick leave above one hundred twenty (120) days. Payment will be made for this in June. Each classified personnel will have two (2) personal days to conduct business except for bus drivers. If classified personnel do not use their two (2) personal days, the personal days will be transfer to sick leave on the last day of the fiscal calendar. Personal days cannot accumulate as personal days but must be rolled into sick days.

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

- 180-189 contract days – nine (9) sick days
- 190-219 contract days – ten (10) sick days
- 220-239 contract days – eleven (11) sick days
- 240 contract days – twelve (12) sick days

Bus Drivers – five (5) sick days. Bus drivers do NOT receive personal days. Each classified personnel will have two (2) personal days to conduct business. If classified personnel do not use their two (2) personal days, the personal days will be transfer to sick leave. Personal days cannot accumulate as personal days but must be rolled into sick days.

Employees who have accumulated one hundred twenty (120) days of sick leave shall be paid at the rate of substitute pay for every day of unused sick leave above one hundred twenty (120) days. Payment is to be made in June.

Transfer Credit for Sick Leave: Whenever a classified employee of the School District in this state shall leave said School District and accept employment in another School District in this state, said employee shall be granted credit by such new School District for any unused sick leave accumulated by said employee in the former School District, but not to exceed a maximum of ninety (90) days. Said accumulated and unused sick leave credit shall be granted to the employee upon furnishing proof in writing thereof from the School District of former employment of the classified employee.

**Policy Name: CLASSIFIED PERSONNEL**

## **FAMILY MEDICAL LEAVE**

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

Adopted: 05-20-02

Revised: 03-18-14

Approved: 03-18-14

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

### **SECTION ONE**

#### **Definitions:**

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

**FMLA:** is the Family Medical Leave Act

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

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

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

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

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

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

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

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

**Policy**

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

**Leave Eligibility**

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

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

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

A husband and wife who are both eligible employees employed by the District may not take more than a combined total of 12 weeks of FMLA leave for reasons 1, 2, 3 and 5.

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

**District Notice to Employees**

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

**Designation Notice to Employee**

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

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

**Concurrent Leave Under the FMLA**

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

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

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

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

**Health Insurance Coverage**

The District shall maintain coverage under any group health plan for the duration of FMLA leave the employee takes at the level and under the conditions coverage would have been provided if the employee had continued in active employment with the District. Additionally, if the District makes a change to its health insurance benefits or plans that apply to other employees, the employee on FMLA leave must be afforded the opportunity to access additional benefits and/or the same responsibility for changes to premiums. Any changes made to a group health plan which apply to other District employees, must also apply to the employee on FMLA leave. The District will notify the

employee on FMLA leave of any opportunities to change plans or benefits. The employee remains responsible for any portion of premium payments customarily paid by the employee. When on unpaid FMLA leave, it is the employee's responsibility to submit his/her portion of the cost of the group health plan coverage to the district's business office on or before it would be made by payroll deduction.

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

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

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

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

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

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

### **8.1 Salary – Affordable Care Act**

#### **Reporting Requirements During Leave**

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

#### **Return to Previous Position**

An employee returning from FMLA leave is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An equivalent position must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, and authority. 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, which the employee would have been subject to had the employee not been on FMLA leave at the time of the District's actions.

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

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

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

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

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

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

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

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

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

##### **Medical Certification**

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



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

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

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

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

No second or third opinion on recertification may be required.

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

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

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

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

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

#### **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, the superintendent will make a determination at that time regarding the documented need for a severance of the employee's contract due to the inability of the employee to fulfill the responsibilities and requirements of their contract.

**Intermittent or Reduced Schedule Leave**

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

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

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

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

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 20 percent of the total number of working days in the period during which the leave would extend, the district may require the employee to elect either

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

If the employee chooses to transfer to an alternative position it 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.

**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 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 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 at least 3 weeks duration; and
- (B) the return to employment would occur during the 3-week period before the end of the semester.

**Leave less than 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 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 2 weeks duration; and
- (B) the return to employment would occur during the 2-week period before the end of the semester.

**Leave less than 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 3 weeks prior to the end of the semester and the duration of the leave is greater than 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 order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code.

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

#### Certification

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

#### Employee Notice to District

##### Foreseeable Leave:

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

##### Unforeseeable Leave:

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

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

**Substitution of Paid Leave**

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

**Intermittent or Reduced Schedule Leave**

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

**Leave taken by an eligible instructional employee more than 5 weeks prior to end of the semester**

If an eligible, instructional employee begins leave due to any qualifying exigency more than 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 at least 3 weeks duration; and
- (B) the return to employment would occur during the 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 undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
2. a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

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

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

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

**Serious Injury or Illness:**

- (A) in the case of a member of the Armed Forces, including the National Guard or Reserves, it means an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating and
- (B) in the case of a veteran who was a member of the Armed Forces, including a member of the National Guard 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 service member means a covered service member's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered service member stood in loco parentis, and who is of any age.

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

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

If husband and wife are both eligible employees employed by the District, the husband and wife are entitled to a combined total of 26 weeks of leave during one 12-month period to care for their spouse, son, daughter, parent, or next of kin who is a **covered service member** with a serious injury or illness as defined in this policy. A husband and

wife who care for such a covered service member continues to be limited to a combined total of 12 weeks FMLA leave for reasons 1 through 3 in Section One and for any qualifying exigency during a year as defined in this policy. For example, a husband and wife who are both eligible employees and who care for such a covered service member for 16 weeks during a 12 month period could only take a combined total of 10 weeks for reasons 1 through 3 in Section One and for any qualifying exigency.

**Medical Certification**

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

**Employee Notice to District**

**Foreseeable Leave:**

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

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

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

**Unforeseeable Leave:**

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

**Substitution of Paid Leave**

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

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

To the extent practicable, employees requesting intermittent or reduced schedule leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury shall provide the District with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave.

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

When granting leave on an intermittent or reduced schedule to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury that is foreseeable based on planned medical treatment, the District may temporarily transfer non-instructional eligible employees for the period of scheduled intermittent or reduced leave to an alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. 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 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 service member with a serious illness or injury that is foreseeable based on planned medical treatment and the employee would be on leave for greater than 20 percent of the total number of working days in the period during which the leave would extend, the District may require the employee to choose either

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

If the employee chooses to transfer to an alternative position it 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 the required the need for the leave.



**Leave taken by eligible instructional employees near the end of the academic 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 excess non-FMLA leave will not be considered excessive absenteeism.

**Leave more than 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 service member with a serious illness or injury more than 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 at least 3 weeks duration; and
- (B) the return to employment would occur during the 3-week period before the end of the semester.

**Leave less than 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 service member with a serious illness or injury during the period that commences 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 2 weeks duration; and
- (B) the return to employment would occur during the 2-week period before the end of the semester.

**Leave less than 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 service member with a serious illness or injury during the period that commences 3 weeks prior to the end of the semester and the duration of the leave is greater than 5 working days, the District may require the employee to continue to take leave until the end of the semester.

Cross Reference: 3.8—LICENSED PERSONNEL SICK LEAVE

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

**Policy Name: CLASSIFIED PERSONNEL  
NONDISCRIMINATION**

Adopted: 9-27-99  
Revised: 05-21-01  
Approved 05-17-10

The Mountainburg School District is committed to a policy of educating children for living by helping them to develop an awareness and appreciation for the achievements, problems, and aspirations of all people in our society.

The Mountainburg Schools shall help children from all walks of life to gain the knowledge, skills, and determination that will enable them to reach their highest potential and to contribute to the welfare of all people.

The Mountainburg Schools shall establish and maintain an atmosphere, in which all persons can develop attitudes and skills for effective, cooperative living, including:

- Respect for the individual regardless of economic status, intellectual ability, race, creed, color, religion, sex or age.
- Respect for cultural differences.
- Respect for economic, political, and social rights of others.
- Respect for the rights of others to seek and maintain their own identities.

The Mountainburg Schools shall continue to promote good human relations by removing all vestiges of prejudice and discrimination in employment, assignment, and promotion of personnel.

In keeping with the guidelines of Title VI, Section 601, Civil Rights Act of 1964; Title IX, Section 901, Education Amendments of 1972; and Section 504 of the Rehabilitation of 1973; Mountainburg School District assures that no person in the United States shall, on the basis of race, color, national origin, age, sex, or handicap, be excluded from the participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance.

Any person having inquiries concerning compliance with Title VI (Race), Title IX (Sex), or Section 504 (Handicap) is directed to contact the District Equity Coordinator.

*Legal References: Title VI, Section 601, Civil Rights Act of 1964; Title IX, Section 901, Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973.*

**Policy Name: CLASSIFIED PERSONNEL  
NON-SCHOOL OUTSIDE EMPLOYMENT**

Adopted: 9-27-99  
Revised: 03-18-14  
Approved 03-18-14

**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 workday; nor shall an employee accept other employment which is inappropriate for an employee of a public school.

The Superintendent, or his/her 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.

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

**Policy Name: CLASSIFIED PERSONNEL  
OBTAINING AND RELEASING STUDENT'S FREE AND  
REDUCED PRICE MEAL ELIGIBILITY INFORMATION**

Adopted: 04-15-13

Revised:

Approved: 04-15-13

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

**Obtaining Eligibility Information**

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

The District is required to inform households with children enrolled in District schools of the availability of the Programs and of how the household may apply for Program benefits. However, the District and anyone employed by the district is **strictly forbidden** from **requiring** any household or student within a household from submitting an application to participate in the program. There are NO exceptions to this prohibition and it would apply, for example, to the offer of incentives for completed forms, or disincentives or negative consequences for failing to submit or complete an application.

Put simply, federal law requires that the names of the children shall not be published, posted or announced in any manner.

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

**Releasing Eligibility Information**

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

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

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

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

*Legal References: Commissioner’s Memos IA-05-018, FIN 09-041, ~~and~~ IA 99-011, and FIN 13-018, ADE Eligibility Manual for School Meals Revised July 2008-2012, 7 CFR 210.1 – 210.31, 7 CFR 220.1 – 220.22, 7 CFR 245.5, 245.6, 245.8, 42 USC 1758(b)(6)*

**Policy Name: CLASSIFIED PERSONNEL  
ORIENTATION / STAFF DEVELOPMENT / TRAINING**

Adopted: 9-27-99  
Revised: 05-21-01  
Approved 05-17-10

The Board of Education recognizes the importance of an organized, system-wide orientation program for all classified employees new to the School District each school year, and directs the Superintendent to plan and implement an Orientation Program in accordance with legal and other requirements.

Recognizing that a well-trained employee can discharge his/her duties in a more proficient manner, the Mountainburg School District strongly encourages classified employees to participate in workshops and/or other educational activities that will improve their abilities and skills.

It will be the responsibility of the Superintendent, or his designee, to see and/or coordinate activities and training sessions which will aid classified personnel in keeping abreast of new techniques, concepts, and practices in their assigned fields. At the Superintendent’s discretion, he may approve participation by classified employees in workshops, conferences, and other educational activities.

Classified employees who attend approved functions may be reimbursed for expenses incurred, according to the District’s travel allowance policy, when approved by the Board.

The Superintendent may approve compensation for a classified employee’s time spent while attending training sessions if that time occurs outside the employee’s regular hours of employment.

*Legal References: Ark. Stat. Ann. &80-509*

**Policy Name: CLASSIFIED PERSONNEL  
POLITICAL ACTIVITY**

Adopted: 05-20-02  
Revised: 05-20-02  
Approved 05-17-10

**8.17 CLASSIFIED PERSONNEL POLITICAL ACTIVITY**

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

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

- Using students for preparation or dissemination of campaign materials;
- Distributing political materials;
- Distributing or otherwise seeking signatures on petitions of any kind;
- Posting political materials; and
- Discussing political matters with students. in our out of the classroom, in other than circumstances appropriate to the nature of the class.

**Policy Name: CLASSIFIED PERSONNEL  
PROBATION**

Adopted: 9-27-99  
Revised: 05-21-01  
Approved 05-17-10

The Board of Education shall require each classified employee to serve a probationary period of one (1) year of employment in the District. According to Act 631, the

Superintendent of Schools has the authority to recommend an additional probationary year when deemed necessary. During the probationary period, the Superintendent may recommend to the Board non-renewal of a classified employee’s contract. The Board shall act on the recommendation, and the Superintendent shall notify the employee as to the decision of the Board.

**Policy Name: CLASSIFIED PERSONNEL  
PROFESSIONAL DEVELOPMENT  
OFF CONTRACT**

Adopted: 05-21-12

Revised:

Approved: 05-21-12

The Mountainburg School District values the continued professional growth of all licensed personnel. The District values employees’ commitment to the continued professional development which will enhance professional practices and otherwise ensure that student needs are successfully met.

The Mountainburg School District will pay at a daily rate of pay any licensed employee who has been asked to attend Professional Development activities by their supervisor for days outside of their contract days. If a licensed employee is asked to attend Professional Development activities, the employee will be reimbursed for their travel expenses according to policy. The licensed employee must have a preapproved Professional Development form that is signed by their supervisor and the superintendent if days go beyond contract days. Forms are available with supervisor.

Policy Name: **CLASSIFIED PERSONNEL**  
**PROMOTION / DEMOTION**

Adopted: 9-27-99

Revised: 05-21-01

Approved 05-17-10

It shall be the policy of the School Board that the Superintendent may apply the following in employment status:

**Promotions:**

Vacated or newly established positions shall be filled, to the fullest extent consistent with efficient operations, by the promotion of qualified employees.

**Demotions:**

An employee shall be subject to demotion under the following conditions:

- He/she has been found unsuited for his/her present position but may be expected to give satisfactory service in a lower paying position.
- His/her position has been either abolished or reallocated to a lower pay scale, and he/she cannot be transferred to a position of equal pay. Under such circumstances, it shall be clearly indicated on all papers prepared in connection with the demotion that the transaction in no way reflects on the employee’s performance or ability, except as indicated in paragraph one.
- When positions become vacant, persons presently employed by the School District will, if qualified, receive due consideration.

**Policy Name: CLASSIFIED PERSONNEL  
REDUCTION IN FORCE / TENURE**

Adopted: 9-27-99  
Revised: 03-18-14  
Approved 03-18-14

The School Board acknowledges its authority to conduct a reduction in force when a decrease in enrollment or other reason(s) make such a reduction necessary or desirable.

**8.30—CLASSIFIED PERSONNEL REDUCTION IN FORCE**

When the District is conducting a RIF, all potentially affected classified employees shall receive a listing of the personnel within their category with correspond in 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 120 days in a school year shall not constitute a year. Length of service in a licensed position shall not count for the purpose of length of service for a classified position. There is no right or implied right for any employee to “bump” or displace any other employee. This specifically does not allow a licensed employee who might wish to assume a classified position to displace a classified employee.

Pursuant to any reduction in force brought about by consolidation or annexation and as a part of it, the salaries of all employees will be brought into compliance, by a partial RIF if necessary, with the receiving district's salary schedule. Further adjustments will be made if length of contract or job assignments changes. 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.

For a period of up to two (2) years from the date of board action on the classified employee's non-renewal or termination recommendation under this policy, a classified employee shall be offered an opportunity to fill a classified vacancy comparable as to pay, responsibility and contract length to the position from which the employee was non-renewed, and for which he or she is qualified. The non-renewed employee shall be eligible to be recalled for a period of two (2) years in reverse order of the non-renewal to any position for which he or she is qualified. No right of recall shall exist for non-renewal from a stipend, or non-renewal or reduction of a stipend, or non-renewal to reduce contract length.

Notice of vacancies to non-renewed employees shall be by first class mail to all employees reasonably believed to be both qualified for and subject to rehire for a particular position and they shall have 10 working days from the date the notification is mailed in which to conditionally accept or reject the offer of a position with the actual offer going to the qualified employee with the most years of service who responds within the 10 day time period. A lack of response, as

evidenced by a teacher’s failure to respond within 10 working days, or a non-renewed employee’s express refusal of an offer of a position or an employee’s acceptance of a position but failure to sign an employment contract within two business days of the contract being presented to the employee shall constitute a rejection of the offered position and shall end the district’s obligation to rehire the non-renewed employee. No further rights to be rehired because of the reduction in force shall exist.

**Section Two**

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

*Legal Reference: A.C.A. § 6-17-2406*

The Mountainburg School District does NOT grant tenure to classified personnel.

**Policy Name: CLASSIFIED PERSONNEL  
RE-EMPLOYMENT**

Adopted: 9-27-99  
Revised: 05-21-01  
Approved 05-17-10

Classified Employee contracts will normally be acted upon at the regular Board meeting in April. All offers to renew contracts will expire if not signed and returned to the Superintendent’s office within thirty (30) calendar days of issue.

If an occasion arises whereby the non-renewal of a classified employee appears necessary, the Superintendent shall conduct an investigation for the purpose of determining the relevant facts.

If the recommendation is found to be warranted, the employee shall be informed in writing that a recommendation of non-renewal of his/her contract will be presented to the Board for action.

**Policy Name: CLASSIFIED PERSONNEL;  
RESIGNATION**

Adopted: 9-27-99  
Revised: 05-21-01  
Approved 05-17-10

An employee desiring to terminate his/her employment is requested to submit a written resignation at least two (2) weeks in advance setting forth his/her reasons for resigning. All Classified Personnel are covered by the Social Security, Arkansas Public Employee System, or Arkansas Teacher Retirement Systems. Employees are required to use the School Resignation Form.



**Policy Name: CLASSIFIED PERSONNEL  
REQUIREMENTS FOR PARAPROFESSIONALS**

Adopted: 04-11-05  
Approved 05-17-10

No Child Left Behind (NCLB) requires that Title I paraprofessionals who have any student instructional contact, be “highly qualified.” This requires that, at a minimum, they shall have 1) completed at least 2 years of study at an institution of higher education; 2) obtained an associate’s (or higher) degree; 3) taken and passed the Parapro Assessment Test certifying they are highly qualified; or 4) satisfied any other state or federal requirement for paraprofessionals to be “highly qualified.”

New employees hired as paraprofessionals are required to have met the qualification criteria as an initial condition for employment.

The superintendent shall determine if, in his/her opinion, a paraprofessional employed by the District prior to January 8, 2002, may be reasonably expected to satisfy the requirements imposed by NCLB or state requirements by January 1, 2006. No later than 30 days prior to each paraprofessional’s contract commencement date, the superintendent shall notify paraprofessional employees deemed unlikely to satisfy NCLB and/or state requirements that they are being recommended for non-renewal. In the event that, subsequent to the contract renewal, the superintendent determines the paraprofessional employee does not meet the definition of “highly qualified”, it shall be grounds for termination of the paraprofessional’s contract of employment.

An exception to the highly qualified requirements of NCLB is allowed for paraprofessionals who are proficient in English and a language other than English and who provide services primarily to enhance the participation of children in programs served under Title I by acting as a translator, or whose duties consist solely of conducting parental involvement activities consistent with the requirements of NCLB.

*Legal Reference: 20 USC § 6319 (c) (d)(e)*

**Policy Name: CLASSIFIED PERSONNEL  
RETIREMENT / RETIREMENT BENEFITS**

Adopted: 9-27-99  
Revised: 05-21-01  
Approved 05-17-10

If no compulsory age limit exists, the employee will be allowed to work as long as he/she shows satisfactory work in his/her position and is physically and mentally capable of carrying out the responsibilities of his/her position.

All employees of the Mountainburg School District shall be members of the appropriate retirement system as established by state laws and regulations.

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

Policy Name: **CLASSIFIED PERSONNEL  
RETIREMENT SICK DAYS**

Adopted: 04-20-14  
Revised:  
Approved: 04-20-14

The Mountainburg Public Schools will upon a classified personnel's retirement or death pay for unused sick leave days with the following requirements

1. The classified employee has been employed by the District for 10 consecutive years.
2. The classified employee will only be paid for sick leave days accumulated at the Mountainburg Schools. No carry over days from other Districts.
3. The classified employee will be paid at one half the substitute pay for their position at the District.

Policy Name: **CLASSIFIED PERSONNEL  
SALARY SCHEDULE**

Adopted: 05-21-01  
Revised: 05-16-05  
Approved: 05-17-10

Policy Name: **CLASSIFIED PERSONNEL  
SEX DISCRIMINATION / HARASSMENT**

Adopted: 9-27-99  
Revised: 4-08-02  
Approved 05-17-10

**8.20 CLASSIFIED PERSONNEL SEXUAL HARASSMENT**

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

Believing that prevention is the best policy, the District will periodically inform students and employees about the nature of sexual harassment, the procedures for registering a complaint, and the possible redress that is available. The information will stress that the

District does not tolerate sexual harassment and that students and employees can report inappropriate behavior of a sexual nature without fear of adverse consequences.

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

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

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

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

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

Actionable sexual harassment is generally established when an individual is exposed to a pattern of objectionable behaviors or when a single, serious act is committed. What is, or is not, sexual harassment will depend upon all the surrounding circumstances.

Depending upon such circumstances, examples of sexual harassment include, but are not limited to: unwelcome touching, crude jokes or pictures, discussions of sexual experiences, pressure for sexual activity, intimidation by words, actions, insults, or name calling, teasing related to sexual characteristics, and spreading rumors related to a person's alleged sexual activities.

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

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

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

Individuals who withhold information, purposely provide inaccurate facts, or otherwise hinder an investigation of sexual harassment shall be subject to disciplinary action up to and including termination. *Legal References: Title IX of the Education Amendment of 1972, 20 USC 1681, et seq., Title VII of the Federal 1964 Civil Rights Act of 1964, 42 USC 2000-e, et seq.ACA 6-15-1005 (b) (1)*

**Policy Name: CLASSIFIED PERSONNEL  
SEX OFFENDER**

### **6.10 MEGAN’S LAW**

Adopted: 03-17-03  
Revised: 05-18-09  
Approved: 05-18-09

The Mountainburg School District shall work with the area law enforcement in a manner consistent with applicable state law and Arkansas Department of Education Regulations to communicate the presence of a sex offender. When necessary, law enforcement may contact building principals and give them information concerning registered sex offenders. The decision regarding which school principals to notify rests solely with law enforcement officials who use a rating system to determine those needing to be notified according to the offender’s dangerousness to the community.

Building principals should, in turn, notify any person who, in the course of their employment, is regularly in a position to observe unauthorized persons on or near the school’s property. Those notified could include employees such as aides, bus drivers, coaches, maintenance staff, professional support staff, school level administrative staff, security personnel, teachers’ assistants, and teachers.

It is important that school personnel receiving notice understand that they are receiving sex offender notifications in their official capacity and are **not** to disseminate information about an offender to anyone outside the school. If school personnel are asked about notification information by an organization using school facilities, they should be referred to the area law enforcement agency that issued the notice.

Persons **not** to be notified except at the specific discretion of area law enforcement officials include members of parent-teacher organizations, other schools, organizations using school facilities, students, parents, or guardians of students, and the press. Personnel may inform the press about the procedures that have been put in place and other general topics, but may not reveal the name or any other specifics regarding an offender.

Unless limited by the terms and conditions of their probation or parole, a parent or guardian who is a sex offender shall be allowed to attend parent-teacher conferences or any other activity that is appropriate for a parent or guardian.

Copies of the notification from law enforcement should be kept in a secure place accessible to teachers and staff, but should not be posted on school bulletin boards or made available to students or members of the community at large. *Legal references: A.C.A. & 12-12-913 (g) (2) Arkansas Department of Education Guidelines for “Megan’s Law”*

Approved: 05-19-08

Act 992 allows a Level 3 or 4 sex offender to knowingly enter a school campus of a public school without violation under the following circumstances: 1) is a minor and is a student 2) enters campus to attend a school sponsored event for which an admission fee is charged or tickets are sold or distributed or for a graduation ceremony or a baccalaureate ceremony 3) enters on a day that is not designated as a student contact day on the school calendar or on a day when no school-sponsored event is taking place 4) is a parent or guardian of a student enrolled there and enters for the purpose of delivering to the student medicine, food, or personal items provided that the items are delivered directly to the office or enters for the purpose of attending a scheduled parent teacher conference and the sex offender is escorted to the conference by a designated school employee. If they are the parent and guardian and want to enter for any other purpose they must give reasonable notice to the school principal or his/her designee. The school official may allow the sex offender to enter campus as long as there is a designated person to escort and supervise the sex offender while on campus. If there is not a designated school official available at the time then the sex offender shall not enter the campus until notified that a school official or employee is available. Violation of the act is a Class D felony. *Act 992 of 2007*

## **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.

**Policy Name: CLASSIFIED PERSONNEL  
CLASSIFIED PERSONNEL SOCIAL NETWORKING AND ETHICS**

Adopted: 06-17-23

Revised:

Approved 06-17-13

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

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

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

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

**Policy**

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

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

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

District's relationship with the community and jeopardize the employee's employment with the district.

Staff members are discouraged from creating personal social ~~networking sites~~ media accounts to which they invite students to be friends or followers.<sup>1</sup> 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 is reminded that the same relationship, exchange, interaction, information, or behavior that would be unacceptable in a non-technological medium, is unacceptable when done through the use of technology. In fact, due to the vastly increased potential audience digital dissemination presents, extra caution must be exercised by staff to ensure they don't cross the line of acceptability. A good rule of thumb for staff to use is, "if you wouldn't say it face-to-face in a group, don't say it online."

Whether permitted or not specifically forbidden by policy, or when expressed in an adult-to-adult, face-to-face context, what in other mediums of expression could remain private opinions, including "likes" or comments that endorse or support the message or speech of another person, when expressed by staff on a social media website, have the potential to be disseminated far beyond the speaker's desire or intention.

This could undermine the public's perception of the individual's fitness to interact with students, thus undermining the employee's effectiveness. In this way, the expression and publication of such opinions, could potentially lead to disciplinary action being taken against the staff member, up to and including termination or nonrenewal of the contract of employment.

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

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

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

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

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

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

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

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

*Legal Reference: A.C.A. § 11-2-124*

**Policy Name: CLASSIFIED PERSONNEL SUPERVISION**

Adopted: 9-27-99  
Revised: 05-21-01  
Approved 05-17-10

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



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

**Policy Name: CLASSIFIED PERSONNEL  
SUPERVISION OF STUDENTS**

**8.21— CLASSIFIED PERSONNEL SUPERVISION OF STUDENTS**

Adopted: 04-11-05

Approved 05-17-10

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.

**Policy Name: CLASSIFIED PERSONNEL  
SUSPENSION**

Adopted: 9-27-99

Revised: 05-21-01

Approved 05-17-10

The Superintendent may suspend an employee from duty without pay for a period not to exceed fifteen (15) days for:

- Disciplinary reasons;
- Pending investigation of charges that, if substantiated, will result in dismissal, provided that, if such investigation does not substantiate the charges and the employee is retained, he/she shall be compensated for the period of suspension at his/her regular rate of pay.

**Policy Name: CLASSIFIED PERSONNEL  
TERMINATION AND NON-RENEWAL**

Adopted: 02-27-06

Approved 05-17-10

**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. *A.C.A. § 6-17-2301*

**Policy Name: CLASSIFIED PERSONNEL  
TIME SCHEDULE / OVERTIME PAY**

Adopted: 04-11-05

Approved 05-17-10

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

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

#### **Definitions**

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

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

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

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

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

#### **Employment Relationships**

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

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

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

1. Between the District and off-duty policemen or deputies who are hired on a part-time basis for security purposes or crowd control. The District is separate from and acts independently of other governmental entities.
2. Between the District and any agency contracted 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 sheet with them to accurately record their times. They shall turn in their time sheets to their immediate supervisor no later than

the following Monday morning after reviewing them to be sure that they accurately reflect their hours worked for that week.

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

**Breaks and Meals**

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

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

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

Covered employees who work thirty-five (35) hours a week and receive a duty free meal period shall not be eligible to receive the two (2) paid breaks for working more than twenty (20) hours.

**Overtime**

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

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

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

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

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

**Overtime Authorization**

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

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

**Leave Requests**

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

Payment for leave could be delayed or withheld if an employee fails to turn in the required leave form. Leave may be taken in minimum 4 hour increments.

**Record Keeping and Postings**

The District shall keep and maintain records as required by the FLSA for the period of time required by the act. The District shall display minimum wage posters where employees can readily observe them.

**Cooperation with Enforcement Officials**

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

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

- Legal References:*
- A: 29 USC § 206(a), ACA § 6-17-2203*
  - B: 29 USC § 207(a)(1), 29 CFR § 778.100*
  - C: 29 USC § 207(o), 29 CFR § 553.50*
  - D: 29 CFR § 778.218(a)*
  - E: 29 CFR § 778.105*
  - F: 29 USC § 213(a), 29 CFR §§ 541 et seq.*
  - G: 29 USC § 207(e), 29 CFR § 778.108*
  - H: 29 CFR §§ 785.9, 785.16*
  - I: 29 CFR § 5516.2(7)*
  - J: 29 CFR §§ 785.1 et seq.*
  - K: ACA § 6-17-2205*
  - L: 29 CFR §§ 785.19*
  - M: 29 USC § 207(a), 29 CFR § 778.100, 29 USC § 207(o), 29 CFR §§ 553.20 – 553.32*
  - N: 29 CFR § 778.106*
  - O: 29 USC § 207(g)(2), 29 CFR § 778.115*
  - P: 29 USC § 207(o)(2)(A), 29 CFR § 553.23*
  - Q: 29 CFR § 553.20*
  - R: 29 USC § 207(o)(4), 29 CFR § 553.27*

*S*: 29 USC § 211(c), 29 CFR §§ 516.2, 516.3, 553.50  
*T*: 29 CFR § 516.4  
*U*: 29 CFR §§ 516.5, 516.6  
*V*: 29 USC § 211(a)(b)

**Policy Name: CLASSIFIED PERSONNEL  
TRANSPORTATION PRIVATE VEHICLE**

Adopted: 05-21-12

Revised:

Approved: 05-21-12

**MOUNTAINBURG PUBLIC SCHOOLS  
TRANSPORTATION BY PRIVATE VEHICLE POLICY**

The Board of Education authorizes the transportation by private vehicle of students of the District.

Any such transportation must be approved in advance and in writing by the Superintendent in accordance with the Superintendent’s administrative guidelines.

The parent of the participating student will be given, on request, the name of the driver and the description of the vehicle.

No person shall be approved for the transportation of students in a private vehicle who is not an employee of the District and the holder of a currently valid license to operate a motor vehicle in the State of their Residence.

No person shall be permitted to transport students who are not the holder of automobile liability and personal injury insurance in the amount required by District administrative guidelines. The Superintendent may withdraw the authorization of any private vehicle driver whose insurance is not adequate.

Any private vehicle used for the transportation of students must be owned by the approved driver or the spouse of the approved driver and must conform to registration requirements of the State.

The responsibility of professional staff members for the discipline and control of students will extend to their transportation of students in a private vehicle.

Expenses incurred by drivers of private vehicles in the course of transporting students will be reimbursed by the Board at the approved mileage rate and upon presentation of evidence of costs for tolls and parking fees.

**Guidelines for Transporting Students by Private Vehicle**

These guidelines are to be followed whenever a staff member will be transporting students by a private vehicle. This guideline does not apply if the vehicle is a bus or van

chartered from a licensed operator. In such cases, the Transportation Department shall be responsible for arranging for the chartered vehicle.

- A. Determine that transportation by District vehicle is either not available or is not feasible.
- B. Make sure that the intended private vehicle is in proper working condition, seat belts are available for each passenger, and the vehicle is insured for liability. The driver must confirm that she/he has a valid driver's license.
- C. Obtain written consent from each student's parent. No student shall be allowed to ride in the vehicle without his/her parent's written consent.
- D. Submit a Request for Transportation by Private Vehicle Form to the supervisor for his/her approval at least five (5) days prior to the trip. Attach the parent consent forms to the request form.
- E. If the trip is out-of-town and the transportation is approved, follow the procedure described in the District's policy on Field Trips or Other District sponsored trips regarding Emergency Medical Authorization Forms.
- F. Provide the school office with the trip itinerary and a list of names of the students who will be riding in the vehicle.
- G. Upon return of the vehicle to the school, make sure each student has proper transportation home and remain at the school, until all students have left school property.

**Policy Name: CLASSIFIED PERSONNEL  
8.14 TRAVEL EXPENSES / REIMBURSEMENT**

Adopted: 9-27-99  
Revised: 05-18-09  
Approved: 05-17-10

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 and/or the designee of the Superintendent.

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

Reimbursement claims must be made on forms provided by the District.

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

**Per Diem for reimbursements is for MEALS only:**

**A. Meals**

A meal per diem **up to** \$35/\$45.00 will be allowed while on school business (when three meals are necessary). The employee's immediate supervisor will determine how many meals were necessary, using the following guidelines:

No overnight stay  
One night lodging

-**No** meals reimbursed  
-Up to **Four** meals reimbursed

Two nights lodging

-Up to **Seven** meals reimbursed

Maximum allocations for single meals will be **up to**:

IN-STATE		OUT-OF-STATE	
Breakfast	\$8.00	Breakfast	\$10.00
Lunch	\$12.00	Lunch	\$15.00
Dinner	\$15.00	Dinner	\$20.00

**Reimbursement claims for ALL TRAVEL must be supported by appropriate, original, itemized receipts. Copies of receipts or other documentation are not acceptable. Reimbursement will be the exact amount on the original receipts.**

**B. Mileage**

The reimbursement rate for school business travel in a private vehicle shall be at the current district rate. The most direct route must be used unless approved in advance. When two or more employees attend the same meeting, transportation should be shared.

**C. Lodging**

- Lodging shall be at the lowest available rate for suitable accommodations.
- Personal expenses for room service, personal telephone use, in-room movies, or other similar charges shall not be submitted for reimbursement
- Expenses associated with spouses, children, etc. are not approvable.
- Lodging will be reimbursed for actual expenses incurred when an itemized receipt from the motel or hotel is submitted along with the Expense Reimbursement Request.
- When two or more employees attend the same meeting, lodging should be shared when feasible.

**ALL RECEIPTS SUBMITTED MUST BE ORIGINAL RECEIPTS.**

*Legal References: Ark. Stat. Ann. §§80-213, 80-219, 80-509.*

**Policy Name: CLASSIFIED PERSONNEL  
VACATION TIME**

Adopted: 02-27-06  
Revised: 05-21-01  
Approved 05-17-10

All twelve (12) month classified personnel of the Mountainburg School District shall receive one day of vacation for each month of the contract.

Classified personnel’s vacation days must be scheduled with the immediate supervisor at least one week in advance. Classified personnel may take a maximum of ten (10) consecutive days of vacation. Days beyond the ten (10) day maximum would require permission of the Superintendent of schools. Classified personnel may take vacation time in no smaller portion than half-day increments.

Vacation days not used during the employment year may be carried over to the following year with a maximum of thirty (30) days accumulation. Days over thirty (30) must be used or lost.

Personnel with more than thirty (30) days of accumulated vacation days at the end of the 2005-2006 school year, may use those excess days for sick leave as allowed under the school sick leave policy.

Accumulated vacation days of classified personnel leaving the district will be paid at the daily rate of the classified personnel's pay.

**Policy Name: CLASSIFIED PERSONNEL  
VIDEO SURVEILLANCE**

Adopted: 05-18-09

Revised: 05-17-10

Approved: 05-17-10

**8.29—CLASSIFIED PERSONNEL VIDEO SURVEILLANCE**

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

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

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

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

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

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

**Policy Name: CLASSIFIED PERSONNEL  
WEAPONS ON CAMPUS**

Adopted: 04-15-13



Revised: 04-20-15  
Approved: 04-20-15

## **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;<sup>2</sup>
- He/she is a registered, commissioned security guard acting in the course and scope of his/her duties.
- He/she has a valid conceal carry license and leaves his/her handgun in his/her locked vehicle in the district parking lot.

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

### **Other Weapons**

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

**Policy Name: CLASSIFIED PERSONNEL**

## **WORKPLAC INJURIES AND WORKERS' COMPENSATION**

Adopted: 05-18-09

Revised: 04-20-15

Approved: 04-20-15

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

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

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

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

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

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

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

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

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

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

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

240 day contracted employees are credited with 10 days of vacation<sup>1</sup> at the beginning of each fiscal year. This is based on the assumption that a full contract year will be worked. If an employee fails to finish the contract year due to resignation or termination, the employee's final check will be reduced at the rate of .833 days per month, or major portion of a month, for any days used but not earned.

All vacation time must be approved by the superintendent who shall consider the staffing needs of the district in making his/her determination.<sup>2</sup>

No employee shall be entitled to more than 15 days of vacation as of the first day of each fiscal year. The permissible carry forward includes the 10 days credited upon the start of the fiscal year. Employees having accrued vacation totaling more than 15 days as of the date this policy is implemented shall not be eligible to increase the number of days carried forward during their employment with the district.<sup>3</sup> Earned but unused vacation will be paid upon resignation, retirement, termination, or nonrenewal at the employee's current daily rate of pay.<sup>4</sup>

### **8.41—CLASSIFIED PERSONNEL HEALTH CARE COVERAGE REPORTING**

#### **Definitions**

"ACA" is the Affordable Care Act

"Full-time employee", for purposes of this policy, means a classified employee who is in a position requiring on average thirty (30) hours of actual performance per week.

"Responsible individual" means a primary insured employee who, as a parent or spouse, enrolls one or more individuals in a district's health care plan.

"Tax Identification Number (TIN)" means an individual's social security account number.<sup>1</sup>

"Variable hour employee", for the purposes of this policy, means an individual who has no base minimum number of hours required per week. A variable hour employee is not eligible for health insurance through the District.

**TIN Reporting**

All classified employees are required to complete and return 8.41F-Health Care Coverage and TIN Report Form<sup>2</sup> by no later than October 1<sup>3</sup> of each year. All employees that meet the **above** definition of a responsible individual are required to include the name, date of birth, and TIN of any dependent that receives health insurance through a District offered health care plan. Due to very significant penalties and sanctions contained within the ACA that the Internal Revenue Service (IRS) could levy against the District for the failure to submit required information to the IRS, the failure of any employee to submit a completed copy of 8.41F-Health Care Coverage and TIN Report Form by October 1<sup>3</sup> shall be grounds for disciplinary action against the employee up to and including termination or non-renewal of contract.

**Statement of Return<sup>4</sup>**

Under provisions of the ACA, the District is required to file information with the IRS pertaining to each employee. The District is also required to send each full time employee a Statement of Return (Statement). Each full-time employee shall receive a Statement from the District by January 31 of each year. The Statement contains information the District provided to the IRS, as required by law, regarding the employee’s health insurance coverage. Each Statement consists of important District identification and contact information and a copy of the documents the District filed with the IRS concerning the employee’s health care coverage. As with other tax documents, the information contained in the Statements covers the immediately preceding calendar year. Only one statement will be provided to a household with an employee who meets the **above** definition of a responsible individual. The employee shall receive a paper copy of the Statement unless the employee completes and returns 7.23F-Electronic Receipt of Statements Consent Form.

Copies of 8.41F as a fill-in PDF form may be obtained by contacting the ASBA office.

Legal References: -A.C.A. § 21-5-410

*Approved: March 2015*

***MOUNTAINBURG PUBLIC SCHOOLS  
CALENDAR 2015-2016***

August 17	School starts
September 7	Labor Day (No School)
October 16	End of 1st 9 Weeks
October 20	Parent/Teacher Conferences (2:30-6:30)
October 26	Fall Break
November 25-27	Thanksgiving Break
December 18	End 2nd 9 Weeks
December 21-January 1	Winter Break
January 4	Return to School

January 18	Martin Luther King Day (No School)
February 15	Presidents Day (No School)
February 16	PD/CAPS (No School)
March 11	End of 3rd 9 Weeks
March 17	Parent/Teacher Conferences (2:30-6:30)
March 21-25	Spring Break
May 23	End of 4th 9 Weeks

*If needed the following days will be used to make up days missed: Martin Luther King Day, Presidents Day, February 16, May 24<sup>th</sup>, and May 25<sup>th</sup>.*

**8.28F Drug Free Workplace Policy Acknowledgement**

**Mountainburg Public Schools  
2015-2016**

I have received the 2015-2016 Mountainburg Public Schools Classified Personnel Handbook.

Signature \_\_\_\_\_

Date \_\_\_\_\_