

# 2013-2014 CLASSIFIED PERSONNEL POLICY

## TABLE OF CONTENTS

### SECTION 8—CLASSIFIED PERSONNEL POLICIES

8.1—CLASSIFIED PERSONNEL SALARY SCHEDULE _____	1
8.1L— SERVICE RECOGNITION AWARDS POLICY _____	5
8.2— CLASSIFIED PERSONNEL EVALUATIONS _____	6
8.3—EVALUATION OF CLASSIFIED PERSONNEL BY RELATIVES _____	7
8.4— CLASSIFIED EMPLOYEES DRUG TESTING _____	8
8.5— CLASSIFIED EMPLOYEES SICK LEAVE _____	19
8.6—SICK LEAVE BANK — CLASSIFIED EMPLOYEES _____	18
8.7— CLASSIFIED EMPLOYEES PERSONAL & EMERGENCY LEAVE _____	27
8.7a— CLASSIFIED MILITARY LEAVE _____	24
8.8—CLASSIFIED PERSONNEL RESPONSIBILITIES IN DEALING WITH SEX OFFENDERS ON CAMPUS _____	25
8.9—PUBLIC OFFICE – CLASSIFIED PERSONNEL _____	26
8.10—JURY DUTY – CLASSIFIED PERSONNEL _____	27
8.11—OVERTIME, COMPTIME, and COMPLYING WITH FLSA _____	28
8.12— CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT _____	37
8.13— CLASSIFIED PERSONNEL EMPLOYMENT _____	38
8.14— CLASSIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES _____	39
8.15— CLASSIFIED PERSONNEL TOBACCO USE _____	40
8.16—DRESS AND ETHICS OF CLASSIFIED EMPLOYEES _____	36
8.17— CLASSIFIED PERSONNEL POLITICAL ACTIVITY _____	37

8.18— CLASSIFIED PERSONNEL DEBTS _____	38
8.19— CLASSIFIED PERSONNEL GRIEVANCES _____	44
8.19F—LEVEL TWO GRIEVANCE FORM - CLASSIFIED _____	47
8.20— CLASSIFIED PERSONNEL SEXUAL HARASSMENT _____	48
8.21— CLASSIFIED PERSONNEL SUPERVISION OF STUDENTS _____	50
8.22— CLASSIFIED PERSONNEL COMPUTER USE POLICY _____	46
8.22F—CLASSIFIED PERSONNEL INTERNET USE AGREEMENT _____	47
8.23— CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE _____	49
8.24—SCHOOL BUS DRIVER’S USE OF CELL PHONES _____	60
8.25— CLASSIFIED PERSONNEL CELL PHONE USE _____	61
8.26—CLASSIFIED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING _____	62
8.27—CLASSIFIED PERSONNEL LEAVE — INJURY FROM ASSAULT _____	69
8.28— DRUG FREE WORKPLACE - CLASSIFIED PERSONNEL _____	70
8.28F—DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT _____	72
8.29—CLASSIFIED PERSONNEL VIDEO SURVEILLANCE _____	68
8.30—CLASSIFIED PERSONNEL REDUCTION IN FORCE _____	69
8.31—CLASSIFIED PERSONNEL TERMINATION AND NON-RENEWAL _____	76
8.31a— RETIREMENT _____	72
8.32—CLASSIFIED PERSONNEL ASSIGNMENTS _____	73
8.33—CLASSIFIED PERSONNEL SCHOOL CALENDAR _____	74
8.34— CLASSIFIED PERSONNEL WHO ARE MANDATORY REPORTERS DUTY TO REPORT CHILD ABUSE, MALTREATMENT OR NEGLECT _____	75
8.35— OBTAINING and RELEASING STUDENT’S FREE AND REDUCED PRICE MEAL ELIGIBILITY INFORMATION _____	76

8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS’ COMPENSATION_____	78
8.37—CLASSIFIED PERSONNEL SOCIAL NETWORKING AND ETHICS_____	79
8.38—CLASSIFIED PERSONNEL VACATIONS _____	81
8.39—DEPOSITING COLLECTED FUNDS _____	82
8.40— CLASSIFIED PERSONNEL WEAPONS ON CAMPUS _____	83

## 8.1 COMPENSATION GUIDES AND CONTRACTS

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

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

In cases of unexpected vacancies the superintendent may declare an emergency need for employment. New employees hired under these conditions may be hired for an indefinite time or for the remainder of the vacant contract. The terms and conditions of the new contract will be in accordance to the needs of the district, existing policy and the qualifications and experience of the employee.

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

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

As part of contracted benefits, The Lincoln School District will provide each full time employee, and contracted bus drivers, a benefits package. The components of this package will be recommended by the personnel policy committee and approved by the school board. The following benefits have been approved as part of this package: Long Term/ Short Term Disability; Hospital Care Plan; Life and Accidental Death and Dismemberment; Dental.

Contracted bus drivers will be provided all benefits of the adopted benefits package unless limited by the terms of the package. The above coverage will be paid by the district for all employees. Costs for spouse and family members will be paid for by the employee.

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

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

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

Cross Reference sections 8.1, 8.13 and 8.32

## 2013-2014 Classified Salary Schedule

YEARS	ADMIN.	ACCOUNTS	ADMIN.	ADMIN.	LAB	INST.	INST.	IT	IT	IT
EXPER.	Secretary #3	Secretary #2	Secretary #1	Secretary #1	MNGR.	ASSIST.	ASSIST.	Director	Tech 2	Tech 1
	(245 DAYS)	(245 DAYS)	(245 DAYS)	(205 DAYS)	(185 DAYS)	(185 DAYS)	(178 DAYS)	(245 Days)	(245 Days)	(225 Days)
0	\$32,564	\$24,246	\$21,022	\$17,602	\$15,881	\$14,386	\$13,840	\$46,000	\$34,000	\$20,511
1	\$32,864	\$24,546	\$21,287	\$17,823	\$16,081	\$14,586	\$14,032	\$46,450	\$34,450	\$20,711
2	\$33,164	\$24,846	\$21,552	\$18,044	\$16,281	\$14,786	\$14,224	\$46,900	\$34,900	\$20,911
3	\$33,464	\$25,146	\$21,817	\$18,265	\$16,481	\$14,986	\$14,416	\$47,350	\$35,350	\$21,111
4	\$33,764	\$25,446	\$22,082	\$18,486	\$16,681	\$15,186	\$14,608	\$47,800	\$35,800	\$21,311
5	\$34,114	\$25,796	\$22,413	\$18,763	\$16,931	\$15,436	\$14,849	\$48,250	\$36,250	\$21,561
6	\$34,464	\$26,146	\$22,744	\$19,040	\$17,181	\$15,686	\$15,090	\$48,700	\$36,700	\$21,811
7	\$34,814	\$26,496	\$23,075	\$19,317	\$17,431	\$15,936	\$15,331	\$49,150	\$37,150	\$22,061
8	\$35,164	\$26,846	\$23,406	\$19,594	\$17,681	\$16,186	\$15,572	\$49,600	\$37,600	\$22,311
9	\$35,514	\$27,196	\$23,737	\$19,871	\$17,931	\$16,436	\$15,813	\$50,050	\$38,050	\$22,561
10	\$35,914	\$27,596	\$24,134	\$20,203	\$18,231	\$16,736	\$16,102	\$50,500	\$38,500	\$22,861
11	\$36,314	\$27,996	\$24,531	\$20,535	\$18,531	\$17,036	\$16,391	\$50,950	\$38,950	\$23,161
12	\$36,714	\$28,396	\$24,928	\$20,867	\$18,831	\$17,336	\$16,680	\$51,400	\$39,400	\$23,461
13	\$37,114	\$28,796	\$25,325	\$21,199	\$19,131	\$17,636	\$16,969	\$51,850	\$39,850	\$23,761
14	\$37,514	\$29,196	\$25,722	\$21,531	\$19,431	\$17,936	\$17,258	\$52,300	\$40,300	\$24,061
15	\$37,964	\$29,646	\$26,185	\$21,918	\$19,781	\$18,286	\$17,595	\$52,750	\$40,750	\$24,411
16	\$38,414	\$30,096	\$26,648	\$22,305	\$20,131	\$18,636	\$17,932	\$53,200	\$41,200	\$24,761
17	\$38,864	\$30,546	\$27,111	\$22,692	\$20,481	\$18,986	\$18,269	\$53,650	\$41,650	\$25,111
18	\$39,314	\$30,996	\$27,574	\$23,079	\$20,831	\$19,336	\$18,606	\$54,100	\$42,100	\$25,461
19	\$39,764	\$31,446	\$28,037	\$23,466	\$21,181	\$19,686	\$18,943	\$54,550	\$42,550	\$25,811
20	\$40,264	\$31,946	\$28,566	\$23,909	\$21,581	\$20,086	\$19,328	\$55,000	\$43,000	\$26,211
21	\$40,764	\$32,446	\$29,095	\$24,352	\$21,981	\$20,486	\$19,713	\$55,450	\$43,450	\$26,611
22	\$41,264	\$32,946	\$29,624	\$24,795	\$22,381	\$20,886	\$20,098	\$55,900	\$43,900	\$27,011
23	\$41,764	\$33,446	\$30,153	\$25,238	\$22,781	\$21,286	\$20,483	\$56,350	\$44,350	\$27,411
24	\$42,264	\$33,946	\$30,682	\$25,681	\$23,181	\$21,686	\$20,868	\$56,800	\$44,800	\$27,811
25	\$42,814	\$34,496	\$31,277	\$26,179	\$23,631	\$22,136	\$21,301	\$57,250	\$45,250	\$28,261
26	\$43,364	\$35,046	\$31,872	\$26,677	\$24,081	\$22,586	\$21,734	\$57,700	\$45,700	\$28,711
27	\$43,914	\$35,596	\$32,467	\$27,175	\$24,531	\$23,036	\$22,167	\$58,150	\$46,150	\$29,161
28	\$44,464	\$36,146	\$33,062	\$27,673	\$24,981	\$23,486	\$22,600	\$58,600	\$46,600	\$29,611

**District IT Technician, salary is based upon a person with no industry certification.**

Additional compensation will be provided for recognized certification. This additional compensation will be added to the base salary as follows: A+ Certification = \$1500. CCNA (or equivalent) = \$8,000.

District Technology Director and Administration will evaluate other technical endorsements to determine value to the district and appropriate compensation will be determined.

## 2013-2014 Classified Salary Schedule

Years	Food Service	Food Service	Food Service	Day Care Supervisor	Day Care Assistant	Nurse	Nurse	Social Worker
Experience	Director	Manager 8 hour	Cook 8 hour	Assistant	Assistant	BSN	RN	LMSW
	(245 days)	(181 days)	(181 days)	(245 Days)	(205 days)	(225 days)	(190 DAYS)	(225 days)
0	\$23,524	\$14,777	\$13,988	\$19,052	\$15,942	\$42,039	\$34,000	\$40,500
1	\$23,838	\$14,977	\$14,188	\$19,317	\$16,163	\$42,572	\$34,450	\$41,000
2	\$24,152	\$15,177	\$14,388	\$19,582	\$16,385	\$43,105	\$34,900	\$41,500
3	\$24,466	\$15,377	\$14,588	\$19,847	\$16,607	\$43,638	\$35,350	\$42,000
4	\$24,780	\$15,577	\$14,788	\$20,112	\$16,828	\$44,171	\$35,800	\$42,500
5	\$25,157	\$15,827	\$15,038	\$20,443	\$17,105	\$44,704	\$36,250	\$43,000
6	\$25,534	\$16,077	\$15,288	\$20,774	\$17,382	\$45,237	\$36,700	\$43,500
7	\$25,911	\$16,327	\$15,538	\$21,105	\$17,659	\$45,770	\$37,150	\$44,000
8	\$26,288	\$16,577	\$15,788	\$21,436	\$17,936	\$46,303	\$37,600	\$44,500
9	\$26,665	\$16,827	\$16,038	\$21,767	\$18,213	\$46,836	\$38,050	\$45,000
10	\$27,104	\$17,127	\$16,338	\$22,164	\$18,546	\$47,369	\$38,500	\$45,500
11	\$27,544	\$17,427	\$16,638	\$22,562	\$18,878	\$47,902	\$38,950	\$46,000
12	\$27,984	\$17,727	\$16,938	\$22,959	\$19,211	\$48,435	\$39,400	\$46,500
13	\$28,424	\$18,027	\$17,238	\$23,356	\$19,543	\$48,968	\$39,850	\$47,000
14	\$28,863	\$18,327	\$17,538	\$23,754	\$19,876	\$49,501	\$40,300	\$47,500
15	\$29,366	\$18,677	\$17,888	\$24,217	\$20,263	\$50,034	\$40,750	\$48,000
16	\$29,869	\$19,027	\$18,238	\$24,681	\$20,651	\$50,567	\$41,200	\$48,500
17	\$30,371	\$19,377	\$18,588	\$25,144	\$21,039	\$51,100	\$41,650	\$49,000
18	\$30,874	\$19,727	\$18,938	\$25,608	\$21,427	\$51,633	\$42,100	\$49,500
19	\$31,376	\$20,077	\$19,288	\$26,071	\$21,815	\$52,166	\$42,550	\$50,000
20	\$31,942	\$20,477	\$19,688	\$26,601	\$22,258	\$52,699	\$43,000	\$50,500
21	\$32,507	\$20,877	\$20,088	\$27,131	\$22,701	\$53,232	\$43,450	\$51,000
22	\$33,072	\$21,277	\$20,488	\$27,660	\$23,144	\$53,765	\$43,900	\$51,500
23	\$33,638	\$21,677	\$20,888	\$28,190	\$23,588	\$54,298	\$44,350	\$52,000
24	\$34,203	\$22,077	\$21,288	\$28,720	\$24,031	\$54,831	\$44,800	\$52,500
25	\$34,831	\$22,527	\$21,738	\$29,316	\$24,530	\$55,364	\$45,250	\$53,000
26	\$35,460	\$22,977	\$22,188	\$29,912	\$25,028	\$55,897	\$45,700	\$53,500
27	\$36,088	\$23,427	\$22,638	\$30,508	\$25,527	\$56,430	\$46,150	\$54,000
28	\$36,716	\$23,877	\$23,088	\$31,104	\$26,026	\$56,963	\$46,600	\$54,500

**Non Contracted LPN will be paid the daily docking rate for LPN with 0 years experience.**

**Child Nutrition Substitutes will be paid current minimum wage.**

### 2013-2014 Classified Salary Schedule

YEARS	MJT	MAINT.	MAINT.	MAINT.	Janitor	BUS	BUS X-LONG	BUS LONG	BUS MEDIUM	BUS SHORT
EXPE	Director	Assistant #3	Assistant #2	Assistant#1	Janitorial	Mechanic	> 90 miles	65-89 miles	40-64 miles	< 40 miles
	(245 Days)	(245 Days)	(245 Days)	(245 days)	(245 Days)	(245 Days)	(178 Days)	(178 Days)	(178 Days)	(178 Days)
0	\$36,000	\$26,272	\$25,721	\$20,046	\$18,819	\$26,741	\$11,374	\$10,122	\$10,003	\$9,526
1	\$36,300	\$26,572	\$25,971	\$20,296	\$19,019	\$27,041	\$11,439	\$10,187	\$10,068	\$9,591
2	\$36,600	\$26,872	\$26,221	\$20,546	\$19,219	\$27,341	\$11,504	\$10,252	\$10,133	\$9,656
3	\$36,900	\$27,172	\$26,471	\$20,796	\$19,419	\$27,641	\$11,569	\$10,317	\$10,198	\$9,721
4	\$37,200	\$27,472	\$26,721	\$21,046	\$19,619	\$27,941	\$11,634	\$10,382	\$10,263	\$9,786
5	\$37,500	\$27,822	\$27,021	\$21,346	\$19,869	\$28,291	\$11,699	\$10,447	\$10,328	\$9,851
6	\$37,800	\$28,172	\$27,321	\$21,646	\$20,119	\$28,641	\$11,764	\$10,512	\$10,393	\$9,916
7	\$38,100	\$28,522	\$27,621	\$21,946	\$20,369	\$28,991	\$11,829	\$10,577	\$10,458	\$9,981
8	\$38,400	\$28,872	\$27,921	\$22,246	\$20,619	\$29,341	\$11,894	\$10,642	\$10,523	\$10,046
9	\$38,700	\$29,222	\$28,221	\$22,546	\$20,869	\$29,691	\$11,959	\$10,707	\$10,588	\$10,111
10	\$39,000	\$29,622	\$28,571	\$22,896	\$21,169	\$30,091	\$12,024	\$10,772	\$10,653	\$10,176
11	\$39,300	\$30,022	\$28,921	\$23,246	\$21,469	\$30,491	\$12,089	\$10,837	\$10,718	\$10,241
12	\$39,600	\$30,422	\$29,271	\$23,596	\$21,769	\$30,891	\$12,154	\$10,902	\$10,783	\$10,306
13	\$39,900	\$30,822	\$29,621	\$23,946	\$22,069	\$31,291	\$12,219	\$10,967	\$10,848	\$10,371
14	\$40,200	\$31,222	\$29,971	\$24,296	\$22,369	\$31,691	\$12,284	\$11,032	\$10,913	\$10,436
15	\$40,500	\$31,672	\$30,371	\$24,696	\$22,719	\$32,141	\$12,349	\$11,097	\$10,978	\$10,501
16	\$40,800	\$32,122	\$30,771	\$25,096	\$23,069	\$32,591	\$12,414	\$11,162	\$11,043	\$10,566
17	\$41,100	\$32,572	\$31,171	\$25,496	\$23,419	\$33,041	\$12,479	\$11,227	\$11,108	\$10,631
18	\$41,400	\$33,022	\$31,571	\$25,896	\$23,769	\$33,491	\$12,544	\$11,292	\$11,173	\$10,696
19	\$41,700	\$33,472	\$31,971	\$26,296	\$24,119	\$33,941	\$12,609	\$11,357	\$11,238	\$10,761
20	\$42,000	\$33,972	\$32,421	\$26,746	\$24,519	\$34,441	\$12,674	\$11,422	\$11,303	\$10,826
21	\$42,300	\$34,472	\$32,871	\$27,196	\$24,919	\$34,941	\$12,739	\$11,487	\$11,368	\$10,891
22	\$42,600	\$34,972	\$33,321	\$27,646	\$25,319	\$35,441	\$12,804	\$11,552	\$11,433	\$10,956
23	\$42,900	\$35,472	\$33,771	\$28,096	\$25,719	\$35,941	\$12,869	\$11,617	\$11,498	\$11,021
24	\$43,200	\$35,972	\$34,221	\$28,546	\$26,119	\$36,441	\$12,934	\$11,682	\$11,563	\$11,086
25	\$43,500	\$36,522	\$34,721	\$29,046	\$26,569	\$36,991	\$12,999	\$11,747	\$11,628	\$11,151
26	\$43,800	\$37,072	\$35,221	\$29,546	\$27,019	\$37,541	\$13,064	\$11,812	\$11,693	\$11,216
27	\$44,100	\$37,622	\$35,721	\$30,046	\$27,469	\$38,091	\$13,129	\$11,877	\$11,758	\$11,281
28	\$44,400	\$38,172	\$36,221	\$30,546	\$27,919	\$38,641	\$13,194	\$11,942	\$11,823	\$11,346

Bus drivers will be paid for extra trips. Time for trips will be figured from the time the bus leaves the campus until the bus returns, with the following guidelines: Bus drivers for trips that leave and return on the same day will be paid \$10 per hour. Bus drivers for trips requiring an overnight stay will be paid \$16 per hour, not to exceed 15 hours in a 24 hour period. All trip drivers will comply with current DOT rules pertaining to driving time. Substitute bus drivers will be paid at a rate of twenty (20) dollars per trip on daily route trips.

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

5/14/2013

(page 4of4)



## 8.1L— SERVICE RECOGNITION AWARDS POLICY

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

### PURPOSE

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

### RECOGNITION POINTS

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

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

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

### SERVICE CLASSIFICATION

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

### Legal References:

None

## **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 CLASSIFIED PERSONNEL BY RELATIVES**

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

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

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

## 8.4— CLASSIFIED EMPLOYEES DRUG TESTING

### Scope of Policy

Each person hired for a position which allows or requires that the employee operate any type of motor vehicle which is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District, and is operated for the transportation of children to or from school or school sponsored activity shall undergo a physical examination, including a drug test. Each person's initial employment for a job entailing a safety sensitive function is conditioned upon the district receiving a negative drug test result for that employee.<sup>2</sup> The offer of employment is also conditioned upon the employee's signing an authorization for the request for information by the district from the Commercial Driver Alcohol and Drug Testing Database.<sup>3</sup>

### Methods of Testing

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

**1. FOR ALL DRUG TESTS,** the driver will be required to provide a specimen of his/her urine. At a minimum, urine specimens will be analyzed for the presence of the following drugs: amphetamines, marijuana, cocaine, opiates and phencyclidine. Specimens will also be analyzed for such other substances as DOT may from time to time direct, or as may otherwise be permitted by federal or state law. In the event that DOT expands the list of drugs for which testing is or may be required, the district reserves the right to begin testing immediately for those drugs without prior notice to the driver or applicants, unless notice is required by DOT or another applicable law.

**2.** In general, drivers will be permitted to give a urine specimen in private and without being observed by collection site personnel. However, a driver forfeits this right whenever there is reason to believe that s/he may alter or substitute specimen.

**3.** All drug tests will be administered using the split sample methodology required by DOT. Under this methodology, the driver must provide at least 45 milliliters (ml) in a specimen container. the specimen will then be divided into two specimen bottles by the collector. Thirty (30) ml will be poured into one bottle and fifteen (15) ml into a second bottle. Both bottles will be sent to the laboratory. The bottle containing 30 ml will be analyzed as the driver's primary specimen. the second bottle will be held by the laboratory, to be sent to another lab at the driver's request in the event that the primary specimen is verified as positive. In the event the primary specimen is verified as positive, the driver will be notified either by the district's MRO or by the district of the positive test and given the option to have the second bottle sent to a different laboratory for analysis. To exercise this option, the driver must advise the district MRO within 72 hours of being told that the primary specimen was positive.

4. Except for the use of methadone and medications containing alcohol, nothing in this policy prohibits a driver's use of a medication legally prescribed by a licensed physician who is familiar with the driver's medical history and specific driving duties and who has advised the driver that the prescribed medication will not adversely affect the driver's ability to operate a motor vehicle safely. Medications prescribed for someone other than the driver, however, will not be considered lawfully used when taken by the driver under any circumstances.
5. Before being tested for drugs, drivers will be given an opportunity to list, on their copy of the chain of custody form, any prescription and nonprescription medications being lawfully used by the driver at the time. A "positive" drug test may be declared "negative" by the district MRO, if the driver can prove with clear and convincing evidence that the drug which was used was prescribed by a licensed physician who is familiar with the driver's medical history and specific duties. The determination of this will be made by the district's MRO.
6. **FOR ALL ALCOHOL TESTS**, the driver will be required to provide a breath specimen for any test conducted by, or on behalf of, the district. In case of an alcohol test by a federal, state or local law enforcement officer following an accident, the driver must provide either a breath or blood specimen as directed by the law enforcement officer.
7. Alcohol test will be administered using a breath specimen, taken by a breath alcohol technical (BAT) using an approved breath testing device (EBT), except in cases of on-scene post-accident testing conducted by federal, state or local officials.
8. Before being tested by the district, each driver will be required to present his/her personal identification, and execute a DOT "Breath Alcohol Test Form" provided by the BAT. A driver who refuses to provide his/her identification, provides a false identification, refuses or fails to cooperate will be treated as though s/he had tested positive and will be subject to disciplinary action, up to and including discharge, in addition to the penalties imposed by DOT.
9. Prior to each alcohol breath test conducted by the district, the BAT will instruct the driver on how the test will be performed.
10. To protect each driver, the BAT will open and attach to the testing device an individually-sealed mouthpiece in the driver's view. The driver will then be directed to blow forcefully into the breath testing device until an adequate amount of breath has been maintained.
11. In the event that a driver is unable to provide an adequate amount of breath for the initial or confirmatory test after several attempts to do so, the driver will be required to submit to an evaluation by a licensed medical physician to determine whether a valid medical condition exists. If the physician determines that a valid medical condition does exist, the test result will be reported to the district as "negative." If the physician determines that a valid medical condition does not exist, the test result will be reported to the district as a "confirmed positive."

## **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

### **The district shall provide the following assistance:**

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

The drug program coordinator should be contacted for further guidance.

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

### **Definition**

Safety sensitive function includes:

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

### **Requirements**

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

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

## **Prohibitions**

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

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

## **Testing for Cause**

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

## **Refusal to Submit**

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

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

## **Consequences for Violations**

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

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

If the results for an alcohol test administered to a driver is equal to or greater than 0.02, but less than 0.04, the driver shall be prohibited from performing safety-sensitive functions for a period 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.

This policy is similar to Policy 3.7. If you change this policy, review 3.7 at the same time to ensure applicable consistency between the two.

Notes:

Legal Reference:       A.C.A. § 6-19-108  
                              A.C.A. § 27-23-201 et seq  
                              49 C.F.R. § 382-101 – 605  
                              49 C.F.R. § part 40  
                              Arkansas Division of Academic Facilities and Transportation Rules  
                              Governing Maintenance and Operations of Arkansas Public School  
                              Buses and Physical Examinations of School Bus Drivers



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

**STATEMENT OF POLICY  
ACKNOWLEDGEMENT OF RECEIPT**

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

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

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

---

**DRIVER**

---

**DATE**

---

**DISTRICT REPRESENTATIVE**

---

**DATE**

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

**DRUG AND ALCOHOL  
POLICY CONSENT AND RELEASE FORM**

**I have read the Drug and Alcohol Policy of Lincoln Public Schools and agree to abide by the District' s Drug and Alcohol rules. I will submit to drug and alcohol tests at any time as a condition for my initial or continued employment. I authorize the District drug and alcohol Administrator and the approved testing lab to release test results to Lincoln School District and its Medical Review Officer (MRO).**

**I expressly authorize the District or its MRO to release any test-related information, including positive results, to the Unemployment Compensation Commission or other government agency investigating my employment or the termination thereof.**

**I understand that this agreement in no way limits my right to terminate my employment or be terminated in accordance with federal and state law.**

---

**EMPLOYEE SIGNATURE**

---

**DATE**

---

**CDL LICENSE NUMBER**

---

**DATE**

---

**DRUG AND ALCOHOL PROGRAM COORDINATOR  
LINCOLN PUBLIC SCHOOLS**

---

**DATE**

## 8.5— CLASSIFIED EMPLOYEES SICK LEAVE

**Definitions:** For the purposes of this policy the following definitions shall apply:

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.
4. “Accumulated Sick Leave” is the total of unused sick leave, up to a maximum of ninety (90) days accrued from previous contract, but not used.
5. “Immediate family” means an employee’s spouse, child, parent, or any other relative provided the other relative lives in the same household as the employee.

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

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

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

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

## **Sick Leave**

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

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

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

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

If the employee's absences are not subject to the FMLA or are in excess of what is protected under the FMLA, excessive absenteeism, to the extent that the employee is not carrying out his/her assigned duties to the degree

that the education of students or the efficient operation of a school or the district is substantially adversely affected (at the determination of the principal or Superintendent) may result in 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 five (5) workdays. If the circumstances for the leave as defined in policy 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE don't change, the District is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave within any applicable twelve (12) month period. To the extent the employee has 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.

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

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

**5. Payment for unused sick leave will be as follows:**

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

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

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

\*\* Employees who were allowed to accumulate up to 120 days of unused sick leave under an older policy provision will be allowed to maintain up to 120 days of sick leave accumulation. All other employees will be subject to the 90 days sick leave accumulation provision of this policy.

Cross Reference: 8.23— CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE

Legal References:

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

(NSBA: GCRGB)

## **8.6—SICK LEAVE BANK — NON-CERTIFIED EMPLOYEES**

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

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

### **Withdrawals**

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

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

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

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

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

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

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

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

1. Only employees who have made contributions to the bank may make withdrawals from the bank. Days contributed may not be returned to the employee.
2. The sick leave bank days may be used only upon exhaustion of a bank member's accumulated sick leave and personal leave.
3. Sick leave bank days will be granted only in cases of catastrophic/chronic illness of a sick leave bank member, or immediate family member as defined by the sick leave policy (8.5). Chronic illnesses are defined as those illnesses that are prolonged, do not resolve spontaneously, and are rarely cured completely.
4. Request for sick leave bank days will be made on a sick leave bank request form, and submitted to a member of the Classified Personnel Policy Committee. The committee requires that the request form be accompanied by documentation from a doctor.
5. An employee may apply for up to 20 days sick leave, from the sick leave bank, per school year, if days are available. Applications will be reviewed, for approval, by the CCPP before each pay period.
6. A member who withdraws days from the bank will be required to repay half of the withdrawn days to remain a member of the sick leave bank. These members must contribute two to five days of their sick leave allowance at the beginning of each school year until the required days are repaid. Under normal circumstances members will have three years to repay all of the days owed but under extenuating circumstances the sick leave bank committee may grant an extension of time for repayment. Sick leave bank members who still owe days to the bank may make an additional contribution to the bank at the end of each contract year.
7. When the balance of sick leave bank days drops to 75 or less at the end of the school year, additional days will be requested at the beginning of the next school year.

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

This policy is similar to Policy 3.9. If you change this policy, review 3.9 at the same time to ensure applicable consistency between the two.

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

**LINCOLN CONSOLIDATED SCHOOLS  
Lincoln, Arkansas**

**SICK LEAVE BANK CONTRIBUTION FORM**

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

**(1-5)**

**to contribute to the Sick Leave Bank.**

---

**(name of school)**

---

**(signature)**



**CONFIDENTIAL  
SICK LEAVE BANK REQUEST FORM**

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

**NAME** \_\_\_\_\_ **SCHOOL** \_\_\_\_\_

**HOME ADDRESS** \_\_\_\_\_

**SCHOOL PHONE** \_\_\_\_\_

**HOME PHONE** \_\_\_\_\_

**Have you contributed time to the sick leave bank system?**

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

\_\_\_\_\_

**Number of sick leave bank days requested:**

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

**Comments:**

\_\_\_\_\_

**(Signature)**

\_\_\_\_\_

**(Date)**

\*\*\*\*\*

\*\*\*\*\*

**COMMITTEE USE ONLY**

**Date Considered** \_\_\_\_\_

**Approved** \_\_\_\_\_

**Number of days credited** \_\_\_\_\_

**Not Approved** \_\_\_\_\_

\_\_\_\_\_

**Committee Chairperson**



## **8.7— CLASSIFIED EMPLOYEES PERSONAL, PROFESSIONAL AND EMERGENCY LEAVE**

### **Personal Leave**

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

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. Unused Personal leave will be converted into sick leave at the end of each school year.

### **Professional Leave**

"Professional Leave" is leave granted for the purpose of enabling an employee to participate in professional activities (e.g., workshops or serving on professional committees) which can serve to improve the school district's instructional program or enhances the employee's ability to perform his duties. Professional leave will also be granted when a school district 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 their participation in the professional leave activity and a substitute is needed for the employee, the district shall pay the full cost of the substitute. If the employee receives and accepts remuneration for their participation in the professional leave activity, the employee shall forfeit his/her daily rate of pay from the district for the time the employee misses. The cost of a substitute, if one is needed, shall be paid by the district.

## **Emergency Leave**

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

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

**This policy is similar to Policy 3.11. If you change this policy, review 3.11 at the same time to ensure applicable consistency between the two.**

Legal Reference: A.C.A. § 6-17-211

## 8.7a— CLASSIFIED MILITARY LEAVE

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

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

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

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

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

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

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

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

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

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

## **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.<sup>1</sup>

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

Notes: This policy is similar to Policy 3.12. If you change this policy, review 3.12 at the same time to ensure applicable consistency between the two.

<sup>1</sup> For example, if a sex offender parent will arrive for conferences at the same time as other parents, staff should escort additional parents to their student’s classroom, not just the sex offender parent. All principals, designees, and school employees who will or may have contact with the sex offender parents shall be required to keep confidential both the sex offender status and sex offender accommodations made for a parent.

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

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

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

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

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

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

**Note:** This policy is substantially the same as Policy 3.13. If you change this policy consider changing 3.13 at the same time to ensure consistency between the two.

Cross Reference: Policy # 8.17—Classified Personnel Political Activity

Legal Reference: A.C.A. § 6-17-115

## **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 summons to jury duty, (not a copy of the summons), 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.

**Note:** This policy is similar to Policy 3.14. If you change this policy, review 3.14 at the same time to ensure applicable consistency between the two.

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



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

The Lincoln Consolidated 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.<sup>A</sup> 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<sup>B</sup> or through compensatory time<sup>C</sup>.

### **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.<sup>1</sup> Each workweek is independent of every other workweek for the purpose of determining the number of hours worked and the remuneration entitled to by the employee for that week.

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

Covered Employees (also defined as non-exempt employees) are those employees who are not exempt, generally termed non-certified, 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<sup>3</sup> 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**

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

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

1. Between the District and off-duty policemen or deputies who are hired on a part-time basis for security purposes or crowd control.
2. The District is separate from and acts independently of other governmental entities.
3. Between the District and any agency contracted with to provide transportation services, security services, 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. They shall approve hours in time clock system or sign time sheets as frequently as directed by their supervisor. Each employee is to personally record his or her own times. Any employee who signs in or out (or who punches a time clock) for another employee or who asks another employee to do so for him or her will be dismissed.

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

### **Breaks and Meals**

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

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

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

### **Overtime**

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

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

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

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

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

## **Overtime Authorization**

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

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

## **Leave Requests**

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

Payment for leave could be delayed or not occur if an employee fails to turn in the required leave form. Leave may be taken in a minimum of 4 hour increments.<sup>7</sup>

## **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.<sup>9</sup>

## **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.

## **Notes:**

Legal References:      **A:** 29 USC § 206(a), ACA § 6-17-2203  
                                 **B:** 29 USC § 207(a)(1), 29 CFR § 778.100  
                                 **C:** 29 USC § 207(o), 29 CFR § 553.50  
                                 **D:** 29 CFR § 778.218(a)  
                                 **E:** 29 CFR § 778.105  
                                 **F:** 29 USC § 213(a), 29 CFR §§ 541 et seq.  
                                 **G:** 29 USC § 207(e), 29 CFR § 778.108  
                                 **H:** 29 CFR §§ 785.9, 785.16  
                                 **I:** 29 CFR § 516.2(7)  
                                 **J:** 29 CFR §§ 785.1 et seq.  
                                 **K:** ACA § 6-17-2205  
                                 **L:** 29 CFR §§ 785.19  
                                 **M:** 29 USC § 207(a), 29 CFR § 778.100, 29 USC § 207(o), 29 CFR §§ 553.20 – 553.32

N: 29 CFR § 778.106  
O: 29 USC § 207(g)(2), 29 CFR § 778.115  
P: 29 USC § 207(o)(2)(A), 29 CFR § 553.23  
Q: 29 CFR § 553.20  
R: 29 USC § 207(o)(4), 29 CFR § 553.27  
S: 29 USC § 211(c), 29 CFR §§ 516.2, 516.3, 553.50  
T: 29 CFR § 516.4  
U: 29 CFR §§ 516.5, 516.6  
V: 29 USC § 211(a)(b)

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

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

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

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

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

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

## **8.13— CLASSIFIED PERSONNEL EMPLOYMENT**

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

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

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

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

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

**Cross reference 8.1 and 8.32**

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

Employees shall be reimbursed for personal and/or travel expenses incurred while performing duties or attending workshops or other employment-related functions. Employees requesting reimbursement must receive prior written approval for the activity from the Superintendent, principal (or other immediate supervisor with the authority to make school approvals), or the appropriate designee of the Superintendent and the employee's attendance/travel was at the request of the district. All reimbursement requests must also be covered by a pre-approved purchase order.

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

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

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

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

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

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

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

Cross Reference: Policy 7.12—EXPENSE REIMBURSEMENT

## **8.15— CLASSIFIED PERSONNEL TOBACCO USE \***

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

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

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

**See Policy 6.13**

Legal Reference: A.C.A. § 6-21-609



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

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

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

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

**Note:** This policy is similar to Policy 3.22. If you change this policy, review 3.22 at the same time to ensure applicable consistency between the two.

## **8.17— CLASSIFIED PERSONNEL POLITICAL ACTIVITY**

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

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

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

**Note:** This policy is similar to Policy 3.23. If you change this policy, review 3.23 at the same time to ensure applicable consistency between the two.

## **8.18— CLASSIFIED PERSONNEL DEBTS**

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

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

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

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

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

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

## 8.19— CLASSIFIED PERSONNEL GRIEVANCES

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

### Definitions

Grievance: a claim or concern related to the interpretation, application, or claimed violation of the personnel policies, including salary schedules, federal or state laws and regulations, or terms or conditions of employment, raised by an individual employee of this school district. Other matters for which the means of resolution are provided or foreclosed by statute or administrative procedures shall not be considered grievances. Specifically, no grievance may be entertained against a supervisor for directing, instructing, reprimanding, or “writing up” an employee under his/her supervision.<sup>1</sup> A group of employees who have the same grievance may file a group grievance.

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

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

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

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

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

### Process

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

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

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

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

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

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

The school board will address the grievance at the next regular meeting of the school board, unless the employee agrees in writing to an alternate date for the hearing. After reviewing the Level Two Grievance Form and the superintendent's reply, the board will decide if the grievance, on its face, is grievable under district policy. If the grievance is presented as a "group grievance," the Board shall first determine if the composition of the group meets the definition of a "group grievance." If the Board determines that it is a group grievance, the Board shall then determine whether the matter raised is grievable. If the Board rules the composition of the group does not meet the definition of a group grievance, or the grievance, whether group or individual, is not grievable, the matter shall be considered closed. (Individuals within the disallowed group may choose to subsequently refile their grievance as an individual grievance beginning with Level One of the process.) If the Board rules the grievance to be grievable, they shall immediately commence a hearing on the grievance. All parties have the right to representation by a person of their own choosing who is not a member of the employee's immediate family at the appeal hearing before the Board of Directors. The employee shall have no less than 90 minutes, unless a shorter period is agreed to by the employee, to present his/her grievance and both parties shall have the opportunity to present and question witnesses. The hearing shall be open to the public unless the employee requests a private hearing. If the hearing is open, the parent or guardian of any student under the age of eighteen years who gives testimony may

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

**Records**

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

**Reprisals**

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

**Note:**

Legal Reference: ACA § 6-17-208, 210

8.19F—LEVEL TWO GRIEVANCE FORM - CLASSIFIED

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

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

Classified Personnel Policy grievance is based upon:

\_\_\_\_\_

Grievance (be specific):

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

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

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

Supervisor's Response

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

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

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

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

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

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

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

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

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

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

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

Employees who believe they have been subjected to sexual harassment are encouraged to file a complaint by contacting their immediate supervisor, administrator, or Title IX coordinator who will assist them in the



complaint process. Under no circumstances shall an employee be required to first report allegations of sexual harassment to a school contact person if that person is the individual who is accused of the harassment. To the extent possible, complaints will be treated in a confidential manner. Limited disclosure may be necessary in order to complete a thorough investigation.

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

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

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

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

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

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

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

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

## **8.22— CLASSIFIED PERSONNEL COMPUTER USE POLICY**

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

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

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

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

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

## 8.22F—CLASSIFIED PERSONNEL INTERNET USE AGREEMENT

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

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

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

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

v. personal use of computers during instructional time.

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

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

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

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

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

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

The Family and Medical Leave Act (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 FMLA 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.<sup>1</sup>

**FMLA:** is the Family and 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 and Medical Leave Act of 1993, as amended, shall govern.

### **Leave Eligibility**

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

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

### **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 coverages, 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.



## **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.

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 be charged for any paid leave accrued by the employee at the rate necessary to bring the total amount of combined income up to 100% of usual contracted daily rate of pay.

If the health care provider treating the employee for the workers compensation injury certifies the employee is able to return to a “light duty job,” but is unable to return to the employee’s same or equivalent job, the employee may decline the District’s offer of a “light duty job.”

As a result, the employee may lose his/her workers’ compensation payments, but for the duration of the employee’s FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

### **Return to Work**

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

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

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

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

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

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

## **SECTION TWO**

### **FMLA LEAVE CONNECTED TO MILITARY SERVICE**

#### **Leave Eligibility**

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

### **QUALIFYING EXIGENCY**

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

#### **Definitions:**

**Covered active duty** means

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

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

## **Certification**

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

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

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

## **SERIOUS ILLNESS**

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

## Definitions:

Covered Service Member is

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

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

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

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

Son or daughter of a covered 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 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.

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

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

Cross Reference: 8.5—CLASSIFIED EMPLOYEES SICK LEAVE

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



## **8.24—SCHOOL BUS DRIVER’S USE OF CELL PHONES**

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

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

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

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

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

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

## 8.26—CLASSIFIED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

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

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

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

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

Definitions:

**Bullying** means the intentional harassment, intimidation, humiliation, ridicule, defamation, or threat or incitement of violence by a student against another student or public school employee by a written, verbal, electronic, or physical act that causes or creates a clear and present danger of:

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

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

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

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

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

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

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

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

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

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

Legal Reference: A.C.A. § 6-18-514

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

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

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

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

**Note:** This policy is similar to Policy 3.15. If you change this policy, review 3.15 at the same time to ensure applicable consistency between the two.

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

## 8.28— DRUG FREE WORKPLACE - CLASSIFIED PERSONNEL

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

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

Ozark Guidance Center 479-750-2020

Springwoods Behavioral Health 479-973-6000

Vista Health 479-521-5731

Decision Point 479-464-1060

Employee Assistance Programs (EAP) are available to staff members that carry school insurance, depending on the level of coverage.

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

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

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

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

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

Any employee so charged is subject to discipline, up to and including termination. However, the failure of an employee

to notify his supervisor or the Superintendent of having been so charged shall result in that employee being recommended for termination by the Superintendent.

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

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

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

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

This policy is similar to Policy [3.31](#). If you change this policy, review [3.31](#) at the same time to ensure consistency between the two.

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 Lincoln Consolidated School District's drug-free workplace policy, that I have read the statement, and that I will abide by its terms as a condition of my employment with District.

Signature \_\_\_\_\_

Date \_\_\_\_\_



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If a classified employee is non-renewed under this policy, he or she 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 for a period of up to two (2) years. The non-renewed employee shall be recalled for a period of two (2) years in reverse order of the layoff to any position for which he or she is qualified. Notice of vacancies to non-renewed employees shall be by certified mail and they shall have 10 working days from the date that the notification is received in which to accept the offer of a position. A lack of response or a non-renewed employee's refusal of a position shall end the district's obligation to replace the laid-off employee.

(Page 1 of 2)

## **SECTION TWO**

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

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

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

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

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

**Notes:**<sup>1</sup> For example, if the district's salary schedule provided for a range of salaries for maintenance employees ranging from \$8.50 an hour to \$12.50 an hour, and one maintenance employee is making \$14.00 an hour, the superintendent, as part of the RIF, would send a letter of partial non-renewal to the maintenance employee to bring the salary into compliance with the salary schedule.

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

### **8.31—CLASSIFIED PERSONNEL TERMINATION AND NON-RENEWAL**

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

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

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

## **8.31a— RETIREMENT**

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

There is no mandatory retirement age in the district.

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

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

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

### **Legal References:**

**Act 631 of 1991. (NSBA: GCN)**

## **8.32—CLASSIFIED PERSONNEL ASSIGNMENTS**

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

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

Employees contracted for 178 days, will work every day school is in session. When school is out they will be off. Employees contracted for more than 178 days will work every school day school is in session plus the exact number of days over 178 as scheduled and directed by the superintendent or their supervisor.

Employees contracted for 245 days will receive the following holidays if they fall within the Monday through Friday workweek:

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

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

### 8.33—CLASSIFIED PERSONNEL SCHOOL CALENDAR

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

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

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

#### Lincoln School Calendar 2013 / 2014

<u>AUGUST</u> 8 <sup>th</sup> & 9 <sup>th</sup> New Teacher Orientation 12 <sup>th</sup> – 15 <sup>th</sup> Teacher In-Service required 19 <sup>th</sup> First Day for Students	<u>SEPTEMBER</u> 2 <sup>nd</sup> Labor Day Holiday
<u>OCTOBER</u> 15 <sup>th</sup> End of 1 <sup>st</sup> quarter 41 days 15 <sup>th</sup> Parent/Teacher Conference 16 <sup>th</sup> Teacher In-Service required 16 <sup>th</sup> -18 <sup>th</sup> Fall Break	<u>November</u> 27 <sup>th</sup> – 29 <sup>th</sup> Thanksgiving Holiday
<u>December</u> 19 <sup>th</sup> Semester Test 20 <sup>th</sup> Semester Test 20 <sup>th</sup> End of 2 <sup>nd</sup> quarter 42 days 24 <sup>th</sup> – Jan. 7 <sup>th</sup> Christmas Holiday	<u>JANUARY</u> 6 <sup>th</sup> School Resumes 20 <sup>th</sup> MLK Teacher In-Service req. No School
<u>MARCH</u> 13 <sup>th</sup> End of 3 <sup>rd</sup> quarter, 48 days 13 <sup>th</sup> P/T Conference 24 <sup>th</sup> -28 <sup>th</sup> Spring Break	<u>APRIL</u> 18 <sup>th</sup> Good Friday
<u>MAY</u> 26 <sup>th</sup> Memorial Day 28 <sup>th</sup> Semester Test 29 <sup>th</sup> Semester Test 29 <sup>th</sup> Last day of School End	5 Snow make-up days: 1/20/2014, 3/14/2014 4/18/2014, 5/30/2014.

School begins on the 19<sup>th</sup> of August and will end on the 29<sup>th</sup> of May. Days missed due to inclement weather will be added to this calendar until 178 instructional days have been completed. Except for non-instructional in-service days and holidays, all week days during this time period will be considered to be instructional workdays for students and faculty. Unless otherwise noted all In-service Days are also considered workdays.

Legal References: A.C.A. § 6-17-201 [Arkansas Comprehensive Testing, Assessment, and Accountability Plan Rules](#)

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

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

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

Notes: A.C.A. § 12-18-402(b) identifies the following as mandatory reporters: Nurse, mental health professional, counselor, school official, teacher, day care center worker.

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

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



## **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



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

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

For injuries requiring medical attention, the district will exercise its right to designate the initial treating physician and an injured employee will be directed to seek medical attention, if necessary, from a specific physician or clinic.

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.

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

Cross Reference: 3.32—CERTIFIED PERSONNEL FAMILY MEDICAL LEAVE

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)

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

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 networking websites 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.

### **Definitions:**

Social networking websites are online groups of Internet users allowing communication between multiple individuals. The fundamental purpose of social networking websites is to socialize. Examples include, but are not limited to, Facebook, MySpace, and Twitter. Staff members are discouraged from creating personal social networking sites 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.

Professional/education social networks are education oriented websites designed to allow and encourage staff and students to communicate and collaborate around school subjects and projects. District employees may set up blogs and other professional/education social networking accounts using District resources and following District guidelines<sup>1</sup> 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 networks during school hours is permitted.

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.

Staff are reminded that the same relationship, exchange, interaction, information, or behavior that would be unacceptable in a non-technological medium, is unacceptable

when done through the use of technology. In fact, due to the vastly increased potential audience digital dissemination presents, extra caution must be exercised by staff to ensure they don't cross the line of acceptability. A good rule of thumb for staff to use is, "if you wouldn't say it face-to-face in a group, don't say it online."

Whether permitted or not specifically forbidden by policy, or when expressed in an adult-to-adult, face-to-face context, what in other mediums of expression could remain private opinions, when expressed by staff on a social networking 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 networking websites for personal use during school hours is prohibited, except during breaks or preparation periods. Staff are discouraged from accessing social networking websites on personal equipment during their breaks and/or preparation periods because, while this is not prohibited, it may give the public appearance that such access is occurring during instructional time. Staff shall not access social networking 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 administration. All school district employees who participate in social networking websites shall not post any school district data, documents, photographs, logos, or other district owned or created information on any website. Further, the posting of any private or confidential school district material on such websites is strictly prohibited.

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

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

## **8.38—CLASSIFIED PERSONNEL VACATIONS**

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

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

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

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

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

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

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

### **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, at least 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. All funds are to be kept in a school approved safe as designated by the superintendent.

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

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

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

### Firearms

Arkansas law A.C.A. 5-73-119 forbids the possession of a firearm on any public school campus or in or upon any school bus. All employees of this school district, including those who may possess a “concealed carry permit,” shall strictly abide by this law, with the exception of those employees who may be participating in a school-approved educational course or program involving the use of firearms such as ROTC programs, hunting safety or military education, or before or after-school hunting or rifle clubs. With the exception of firearms located in an employee’s on-campus personal residence and immediately adjacent parking area,<sup>1</sup> the possession of a firearm by a school district employee anywhere on school property, including parking areas and in or upon a school bus, will result in disciplinary action being taken against the employee, which may include termination or nonrenewal of the contract of employment.

### Other Weapons

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

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

Date Adopted: 6/11/2007

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