

# **TABLE OF CONTENTS**

## **SECTION 8—CLASSIFIED PERSONNEL POLICIES**

8.0—CLASSIFIED PERSONNEL POLICY COMMITTEE

8.1—CLASSIFIED PERSONNEL SALARY SCHEDULE

8.2— CLASSIFIED PERSONNEL EVALUATIONS

8.3—EVALUATION OF CLASSIFIED PERSONNEL BY RELATIVES

8.4— CLASSIFIED EMPLOYEES DRUG TESTING

8.5— CLASSIFIED EMPLOYEES SICK LEAVE

8.6—SICK LEAVE BANK — CLASSIFIED EMPLOYEES

8.7—CLASSIFIED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE

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

8.9—PUBLIC OFFICE – CLASSIFIED PERSONNEL

8.10—JURY DUTY – CLASSIFIED PERSONNEL

8.11—OVERTIME, COMPTIME, AND COMPLYING WITH FLSA

8.12— CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT

8.13— CLASSIFIED PERSONNEL EMPLOYMENT

8.14— CLASSIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES

8.15— CLASSIFIED PERSONNEL TOBACCO USE

8.16—DRESS OF CLASSIFIED EMPLOYEES

8.17— CLASSIFIED PERSONNEL POLITICAL ACTIVITY

8.18— CLASSIFIED PERSONNEL DEBTS

8.19— CLASSIFIED PERSONNEL GRIEVANCES

8.19F—LEVEL TWO GRIEVANCE FORM - CLASSIFIED

8.20— CLASSIFIED PERSONNEL SEXUAL HARASSMENT

8.21— CLASSIFIED PERSONNEL SUPERVISION OF STUDENTS

8.22— CLASSIFIED PERSONNEL COMPUTER USE POLICY

8.22F—CLASSIFIED PERSONNEL INTERNET USE AGREEMENT

8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE

8.24—SCHOOL BUS DRIVER’S USE OF CELL PHONES

8.25— CLASSIFIED PERSONNEL CELL PHONE USE

8.26—CLASSIFIED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

8.27—CLASSIFIED PERSONNEL LEAVE — INJURY FROM ASSAULT

8.28— DRUG FREE WORKPLACE - CLASSIFIED PERSONNEL

8.28F—DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT

8.29—CLASSIFIED PERSONNEL VIDEO SURVEILLANCE

8.30—CLASSIFIED PERSONNEL REDUCTION IN FORCE

8.31—CLASSIFIED PERSONNEL TERMINATION AND NON-RENEWAL

8.32—CLASSIFIED PERSONNEL ASSIGNMENTS

8.33—CLASSIFIED PERSONNEL SCHOOL CALENDAR

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

8.35—RELEASE OF STUDENT’S FREE AND REDUCED PRICE MEAL ELIGIBILITY INFORMATION

8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS’ COMPENSATION

8.37-CLASSIFIED PERSONNEL SOCIAL NETWORKING AND ETHICS

8.38-CLASSIFIED PERSONNEL VACATIONS

8.39-DEPOSITING COLLECTED FUNDS

8.40- CLASSIFIED PERSONNEL WEAPONS ON CAMPUS

8.42-CLASSIFIED PERSONNEL BUS DRIVER END OF ROUTE REVIEW

8.44—CLASSIFIED PERSONNEL CONTRACT RETURN

8.45—CLASSIFIED PERSONNEL CODE OF CONDUCT

0.00-STAFF ACCEPTABLE USE AND WIRELESS POLICIES

ORGANIZATIONAL CHART

PIGGOTT SCHOOL DISTRICT

**CLASSIFIED PERSONNEL**

Adopted: July 13, 2023

**\s\Chris Roberts, PRESIDENT OF THE BOARD**

## **8.0—CLASSIFIED PERSONNEL POLICY COMMITTEE**

### **Membership**

The membership of the classified personnel policy committee (PPC) shall be:

1. At least one (1) nonmanagement classified representative from each of the following classifications:<sup>1</sup>
  - a. Maintenance, operation, and custodians;
  - b. Transportation;
  - c. Food service;
  - d. Secretary and clerk; and
  - e. Aides and paraprofessionals.
2. At least one (1) non-management individual to represent the group of All other job classifications of classified employees not identified in A-E above; and
3. Up to three (3)<sup>2</sup> administrators appointed by the superintendent, which may include the superintendent.

### **Election of Non-management Members**

The non-management members of the PPC shall be elected as follows:<sup>3</sup>

The election for the non-management members of the PPC shall be conducted by the PPC by October 15 of each year. The election shall be conducted with the use of a secret ballot. A non-management employee may cast a ballot to vote for the candidate(s)<sup>3</sup> the non-management employee is eligible to vote for. The candidate who receives the highest number of votes shall be declared the winner.<sup>4</sup>

If an election to fill positions on the PPC is not conducted by October 15, the Board of Directors may appoint an individual to fill the position that was up for election.

### **Length of Term**

The length of term for non-management members of the PPC shall be \_\_\_\_\_<sup>5</sup> years. Terms of non-management members shall be staggered so that, to the extent possible, an equal number of non-management members are elected each year. If an election is held due to a vacancy on the PPC, the individual elected to fill the vacancy shall be elected to the remainder of the unexpired term.

### **Selection of Officers**

The PPC shall organize itself in the first quarter of each school year and elect a chair and a secretary.

### **Meetings**

The PPC shall develop a calendar of regularly scheduled meetings throughout the year to review the District's personnel policies in order to:

- I. Determine whether additional policies or amendments to existing policies are needed;
- II. Review any policies or changes to policies proposed by the board of directors;
- III. Propose additional policies or amendments to the board of directors; and
- IV. Review any proposed distribution of a salary underpayment from previous years.

The PPC shall hold special meetings throughout the year as necessary to review personnel policy proposals from the Board.

A majority of the members of the PPC shall constitute a quorum for conducting business. The adoption of any motion shall require an affirmative vote by a majority of the members of the PPC.<sup>6</sup>

The personnel policy review process shall be in accordance with Policy 1.9.

Members of the PPC are not entitled to and shall not receive additional pay for their service on the PPC or for attendance at PPC meetings.

### **Recording of Meetings**

All PPC meetings shall be audio recorded. The recording may be paused in order to protect confidential employee or student information. The PPC chair shall announce for the recording the reason the PPC is pausing the recording prior to pausing the recording.

### **Information Posted to District Website**

The following information shall be posted to the District website:

- Positions that are up for election to the PPC;
- Names of candidates running for each position;
- Information regarding the conduction of the election;
- Results of the election; and
- Minutes of each PPC meeting.

Notes: <sup>1</sup> While A.C.A. § 6-17-2303(b)(3) allows a school district that outsources any one (1) of the five (5) classifications under A-E to fill the position that is represented by the outsourced classification with a representative for a job classification that is not identified by one (1) of the classifications under A-E, it is unclear if, for those classifications that cover more than one job, this would require all of the categories covered by that classification or only one section of that classification., An example would be a district that outsources custodial services but continues to employ maintenance staff.

<sup>2</sup> The law allows for up to three (3) administrators to be appointed to the PPC, which may include the superintendent. If you would rather set a specific number between one (1) and three (3), you may do so.

<sup>3</sup> Insert your election process here. Make sure that the election process takes into account the number of non-management employees that are selected to represent each classification.

<sup>4</sup> Due to the law not requiring that an individual be elected by a majority, we have opted to make a person's election be successful by receiving the highest number of votes regardless of the number of candidates that ran for a given position. Not requiring a majority to be reached for a person to be elected prevents the need for a run-off election. If you would rather require that the individual receive a majority of the votes, you may do so.

<sup>5</sup> Insert the number of years in a term.

<sup>6</sup> A.C.A. § 6-17-2304(b)(2) requires that any changes made to a personnel policy that are intended to become effective during the current contract year must be approved by a majority of the PPC. For procedural ease, we have opted to make this the default for the passage of any motion but you may change the vote threshold for all other motions.

Cross Reference: 1.9—POLICY FORMULATION

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

Date Adopted: June 13, 2023

Last Revised:

## 8.1—CLASSIFIED PERSONNEL SALARY SCHEDULE

Enter your District's salary schedule for this policy which must accurately reflect your district's actual pay practices and is not required by law to include step increases for additional years of experience.<sup>1</sup> State law requires each District to include its classified employee's salary schedule in its written personnel policies. Your district is required to have a salary schedule for at least the following five categories of classified personnel: 1) Maintenance and Operations; 2) Transportation; 3) Food Service; 4) Secretarial and Clerical; and 5) Aids and Paraprofessionals. The District is required to post the salary schedule on its website by September 15 of each year and should place an obvious hyperlink, button, or menu item on the website's homepage that links directly to the current year classified policies and salary schedule.

For the purposes of 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.<sup>2</sup>

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.<sup>3</sup>

Notes: The salary schedule does not have to, but certainly may, contain steps, nor does it have to be listed specifically, i.e. John Doe = \$9.25 per hour, Jane Doe = \$9.55 per hour. You may list the spread in salaries per category. For example, Janitors = \$8.75 to \$11.00 per hour, Bus drivers = \$9.75 to \$12.00 per hour, etc.

<sup>1</sup> Your district's salary schedule should be inserted in place of this paragraph. The remainder of the policy should remain in the policy. It's important to note that any changes to the salary schedule must go through the PPC and the Board adopt the policy with the actual salary schedule included in the adopted policy. The following definition can be used to ensure you have included the data they will be looking for when you are reviewed:  
*Classified Salary Schedule is a set of matrices that are updated and published each school year, which contains the minimum salaries for all five classifications of classified employees and includes ranges, steps, and rates of pay. The salary schedule is required to reflect the actual pay practices of the district.*

<sup>2</sup> Include this sentence only if your district has step increases built into its classified salary schedule. Two thirds (2/3) is merely offered as a suggestion.

<sup>3</sup> This is optional language, but can be useful when trying to attract employees from the private work sector.



Cross Reference: Policy 1.9—POLICY FORMULATION

Legal References: A.C.A. § 6-17-2203  
A.C.A. § 6-17-2301  
DESE Rules Governing Documents Posted to School District and Education Service Cooperative Websites

Date Adopted: March 17, 2022

Last Revised: June 13, 2023

The Link Below will open the Classified Salary Schedule:

<https://sil.co/1wzjf>

### 8.1—CLASSIFIED PERSONNEL SALARY SCHEDULE

2023-2024 Classified Salary Schedule												
		0	1	2	3	4	5	6	7	8	9	10
Asst. Maintenance	240	22812.04	23299.03	23786.01	24273.01	24759.99	25246.99	25734	26220.97	26707.96	27194.95	27681.94
Bus Mechanic	240	34814.5	35301.52	35788.49	36275.49	36762.49	37249.46	37736.5	38223.46	38710.42	39197.38	39684.34
Bus Driver	178	8003.92	8186.55	8369.16	8551.79	8734.41	8917.03	9099.64	9282.27	9464.9	9647.53	9830.16
Custodian	240	21620	22207.01	22594	23081	23567.98	24054.97	24542	25028.95	25515.9	26002.85	26489.8
Dist. Treasurer	240	36853.6	37853.6	38853.6	39853.6	40853.6	41853.6	42853.6	43853.6	44853.6	45853.6	46853.6
Admin Sec.	240	21620	22756.04	23892.04	25028.07	26164.1	27300.13	28436.2	29573.14	30709.68	31846.22	32982.76
Prin Sec.	200	18019.03	18506.03	18993.01	19480	19967	20053.98	20941	21427.97	21914.94	22401.91	22888.88
APSCN Secretary	200	18258.61	18520.9	19383.21	19945.53	20507.81	21070.12	21632.4	22194.75	22757.1	23319.45	23881.8
Caf. Clerk 4 Hours	181	9476.15	9670.94	9865.74	10060.53	10255.33	10450.13	10644.9	10839.73	11031.56	11223.39	11415.22
Cafeteria Manager	181	14498.09	14985.09	15472.07	15959.07	16446.05	16933.05	17420	17907.02	18394.04	18881.06	19368.08

Cook 7 Hours	181	14437	14647.81	15013.06	15378.3	15743.54	16108.78	16474	16839.27	17204.54	17569.81	17935.08	
Cook 4 Hours	178	8332	8450.46	8655.72	8860.97	9066.22	9271.47	9476.72	9681.97	9887.22	10092.47	10297.72	
Teacher's Aide	185	16091.27	16302.29	16545.79	16789.27	17032.77	17276.27	17519.8	17763.26	18006.72	18250.18	18493.64	
Teacher's Aide + Test	185	16557.96	16,794.35	17030.77	17267.17	17503.57	17739.97	17976.4	18212.79	18449.18	18685.57	18921.96	
Teacher's Aide 60 hours	185	17057.12	17544.1	18031.1	18518.1	19005.08	19189.08	19979.1	20466.07	20953.04	21440.01	21926.98	
School Nurse LPN	183	25635.47	26100.72	26365.95	26731.21	27096.44	27461.68	27826.9	28192.17	28557.44	28922.71	29287.98	
Fed.Programs	220	20918.03	21405.01	21892.02	22379	22865.99	23353	23840	24326.97	24813.94	25300.91	25787.88	
Technology	240	40053.6	41053.6	42053.6	43053.6	44053.6	45053.6	46053.6	47053.6	48053.6	49053.6	50053.6	
Asst. Technology	240	31165.36	31884.6	32604.05	33323.4	34042.75	34762.1	35481.4	36200.79	36920.18	37639.57	38358.96	
Bus Aide	178	4497.62	4741.11	4984.61	5228.1	5471.59	5715.09	5958.58	6202.08	6445.58	6689.08	6932.58	
Virtual School Facilitator/ALE	185	20033.91	20554.17	21074.42	21594.67	22114.92	22635.17	23155.4	23675.67	24195.94	24716.21	25236.48	
Maintenance Supervisor	240	28372.6	29373.6	30373.6	31373.6	32373.6	33373.6	34373.6	35373.6	36373.6	37373.6	38373.6	
Cafeteria Dir	240	30951.98	31952.98	32953.98	33954.98	34955.98	35956.98	36957.98	37958.98	38959.98	39960.98	40961.98	
SRO	240.00	31,737.16	33631.08	34,231.08	34,831.08	35,431.08	36,031.08	36,631.08	37,231.08	37831.08	38431.08	39031.08	
Nurse RN	183	\$34,312.50	34677.77	35043.04	35408.31	35773.58	36138.85	36504.12	36869.39	37234.66	37599.93	37965.2	

Self-Contained Aide 1,000.00  
Lead Maintenance 1250  
Lunch Duty 900  
Registered Nurse 25.00 per hour  
Jr. Cheer Coach 1575  
Assistant Coach 1,000  
Yearbook Advisor 1,500  
E Sports 1,500  
Substitute Cook – hourly rate of regular cook on step 0 of salary schedule  
Substitute Custodian – hourly rate of regular custodian on step 0 of salary schedule  
Fresh Fruit and Vegetable Worker – Based on employees hourly rate  
Summer School Worker - \$20 per hour  
Various Summer Cafeteria Workers - \$11.00-\$12.00 beyond contracted days  
Substitute LPN \$18 per hour

### **Benefits**

The Piggott School District provides \$234.50 per month towards health insurance premiums for those employees participating in the Public School Employee Health Insurance Program.

The Piggott School District pays .50 towards employee's lunches in the cafeteria.

The Piggott School District provides employee only coverage for employees enrolled in the delta dental insurance program.

The Piggott School District provides \$2.70 per month for life insurance on all full time employees.

The Piggott School District provides long term disability coverage for all full-time employees.

\$500 Attendance bonus for 0 days missed during 1<sup>st</sup> semester

\$500 Attendance bonus for 0 days missed during 2<sup>nd</sup> semester

All 240 day contracted employees receive 10 days vacation after 1 year of employment.

A one-time \$500 bonus will be paid to all classified employees before October 1<sup>st</sup>, 2023.

Employees may elect to be paid according to the following unused sick leave payment schedule for unused sick leave down to a balance of 20 days upon proof of entering T-Drop.

Employees will be paid according to the following unused sick leave payment schedule for unused sick leave upon proof of retirement. Payment will be made at the end of each contract year for days of sick leave above the maximum allowable accumulation of 90 days.

This payment will be made as follows:

### CLASSIFIED UNUSED SICK LEAVE PAYMENT SCHEDULE

	Days	Contract Payment amount
Maintenance Supervisor	240	\$55.00
Assistant Maintenance	240	\$55.00
Bus Mechanic	240	\$55.00
Bus Driver	178	\$25.00
Custodian	240	\$55.00
District Treasurer	240	\$55.00
Admin Secretary	240	\$55.00
Prin. Secretary	200	\$55.00
Apscn Secretary	200	\$55.00
Caf. Director	200	\$55.00
Caf Clerk/Mgr	181	\$45.00
Caf Clerk	181 4 hrs.	\$25.00
Caf. Mgr	181	\$45.00
Cook 181	7 hrs	\$45.00
Cook 181	6 hrs.	\$45.00
Cook 178	4 hrs.	\$25.00
Cook Mng. Cert.	181	\$45.00
Cook Mng/Sant Clas	181	\$45.00
Teachers Aide	185	\$45.00
Teachers Aide +Test	185	\$45.00
Teachers Aide 60 hrs.	185	\$45.00
School Nurse	183	\$45.00
Fed Programs/Grant	220	\$55.00
Technology	240	\$55.00
Asst. Technology	240	\$55.00
Vitrual School Fac.	185	\$55.00
In School Suspension Aide	178	\$45.00

## TRIP PAY

Batesville **55.00**  
Bay **40.00**  
Biggers-Reno **30.00**  
Blytheville **40.00**  
  
Brookland **40.00**  
Caruthersville **35.00**  
Cave City **45.00**  
Clarksville **70.00**  
Conway **65.00**  
Corning **30.00**  
C.R.A. **30.00**  
Fayetteville **80.00**  
Gosnell **35.00**  
Hayti **35.00**  
Highland **50.00**  
Hot Springs **75.00**  
Hoxie **35.00**

Drivers payment for trips not on this list will be paid according to distance proximity to listed place.

Hourly pay for drivers working in the district will be 12.50 per hour or trip price whichever is greater.

Any "EXTRA" bus cleaning/washing specified by Bus Supervisor only will be \$11.00 per hour.

Pay for attending bus safety meeting is

Harrisburg 45.00  
Jonesboro 40.00  
Kennett 30.00  
Lepanto E.P.C. 35.00  
Little Rock 70.00  
Marked Tree 45.00  
Marmaduke 30.00  
Memphis 60.00  
Nashville, AR 85.00  
Nashville, TN 85.00  
Nettleton 40.00  
Newport 40.00  
Osceola 45.00  
Paragould 30.00  
Pocahontas 35.00  
Piggott 20.00  
Portageville 30.00  
Rector 25.00  
Senath 30.00  
Rivercrest 45.00  
St. Louis 90.00  
Truman 40.00  
Walnut Ridge 35.00  
Westside 40.00  
West Memphis 60.00

\$75.00

Substitute bus drivers are paid equal to the daily rate of a regular driver on step 0 on classified salary schedule.

### **TRIP PAY**

Any trip taken in the school day you will receive your contracted amount only. Anything over the normal contracted hours you will receive either the \$12.50 per hour or the flat rate, whichever one is greater.

**Overnight trips drivers will be reimbursed meal expenses at district rate policy with itemized receipt.**

For the purposes of this policy, an employee must work 86% of the contracted length to qualify for a step increase.

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

Date Adopted: May 25, 2023

Last Revised:

Bradley Dunlap  
President of School Board

## **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

Date Adopted: April 13, 2009

Last Revised:

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

No person employed in, or assigned to, a position which would require that he be evaluated by any relative, by blood or marriage, including spouse, parent, child, grandparent, grandchild, sibling, aunt, uncle, niece, nephew, or first cousin. A person assigned by the superintendent shall do the evaluation when a conflict of interest occurs.

Date Adopted: April 13, 2009

Last Revised:

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

### **Scope of Policy**

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

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

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

### **Methods of Testing**

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

### **Definitions**

"Safety sensitive function" includes:

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

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

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

### **Requirements**

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

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

1. Random tests;
2. Testing in conjunction with an accident;



3. Receiving a citation for a moving traffic violation; and
4. Reasonable suspicion.

### **Prohibitions**

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

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

### **Testing for Cause**

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

### **Refusal to Submit**

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

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

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

### **Consequences for Violations**

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

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

If the results for an alcohol test administered to a driver is equal to or greater than 0.02, but less than 0.04, the driver shall be prohibited from performing safety-sensitive functions for a period no less than 24 hours from the time the test was administered. Unless the loss of duty time triggers other employment consequence policies, no further other action against the driver is authorized by this policy for test results showing an alcohol concentration of less than 0.04.

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

Date Adopted: June 8, 2015

Last Revised:

## 8.5—CLASSIFIED EMPLOYEES SICK LEAVE

### NON CERTIFIED UNUSED SICK LEAVE PAYMENT SCHEDULE

	Contract Days	Payment amount
Maintenance Supervisor	240	\$55.00
Assistant Maintenance	240	\$55.00
Bus Mechanic	240	\$55.00
Bus Driver	178	\$25.00
Custodian	240	\$55.00
District Treasurer	240	\$55.00
Admin Secretary	240	\$55.00
Prin. Secretary	200	\$55.00
Apscn Secretary	200	\$55.00
Caf. Director	200	\$55.00
Caf Clerk/Mgr	181	\$45.00
Caf Clerk	181 4 hrs.	\$25.00
Caf. Mgr	181	\$45.00
Cook	181 7 hrs	\$45.00
Cook	181 6 hrs.	\$45.00
Cook	178 4 hrs.	\$25.00
Cook Mng. Cert.	181	\$45.00
Cook Mng/Sant Clas	181	\$45.00
Teachers Aide	185	\$45.00
Teachers Aide +Test	185	\$45.00
Teachers Aide 60 hrs.	185	\$45.00
School Nurse	183	\$45.00
Fed Programs/Grant	220	\$55.00
Technology	240	\$55.00
Asst. Technology	240	\$55.00
Vitrual School Fac.	185	\$55.00
In School Suspension Aide	178	\$45.00

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

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

Date Adopted: May 10, 2011

Last Revised: June 9, 2014

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

### **Definitions**

1. “Employee” is an employee of the District working 20 or more hours per week who is not required to have a teaching license as a condition of his employment.
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. “Excessive Sick Leave” is absence from work , whether paid or unpaid, that exceeds twelve (12) days in a contract year for an employee and that is not excused pursuant to: District policy; the Family Medical Leave Act; a reasonable accommodation of disability under the American’s With Disabilities Act; or due to a compensable Workers’ Compensation claim.
4. “Grossly Excessive Sick Leave” is absence from work, whether paid or unpaid, that exceeds 10% of the employee’s contract length and that is not excused pursuant to: District policy; the Family Medical Leave Act; a reasonable accommodation of disability under the American’s With Disabilities Act; or due to a compensable Workers’ Compensation claim.
5. “Current Sick Leave” means those days of sick leave for the current contract year, which leave is granted at the rate of one day of sick leave per month worked, or major part thereof.
6. “Accumulated Sick Leave” is the total of unused sick leave, up to a maximum of ninety (90) days accrued from previous contracts, but not used. Accumulated sick leave also includes the sick leave transferred from an employee’s previous public school employment.
7. “Immediate family” means an employee’s spouse, child, parent, or any other relative provided the other relative lives in the same household as the employee.

### **Sick Leave**

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

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

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

At the discretion of the principal (or Superintendent), and, if FMLA is applicable, subject to the certification or recertification provisions contained in policy 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE the District may require a written statement from the employee’s physician documenting the employee’s illness. Failure to

provide such documentation of illness may result in sick leave not being paid, or in discipline up to and including termination.

If the employee's absences are excessive or grossly excessive as defined by this policy, disciplinary action may be taken against the employee, which could include termination or nonrenewal of the contract of employment. The superintendent shall have the authority when making his/her determination to consider the totality of circumstances surrounding the absences and their impact on district operations or student services.

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

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

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

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

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

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

Date Adopted: June 13, 2016

Last Revised:

## **8.6 CLASSIFIED PERSONNEL SICK LEAVE BANK\***

In the event that an employee covered by sick leave, or a member of his/her immediate family as defined in the sick leave policy (8.5), suffers a illness or accident requiring the employee's absence from work beyond the time covered by his/her accumulated sick leave, other employees may donate up to three days each of their sick leave to him/her, provided that the following conditions apply:

1. The donation of sick leave is voluntary.
2. The donor's request to donate time is made in writing to the Superintendent.
3. The employee has exhausted all available leave and is still unable to return to work.
4. This benefit could continue only until the end of the employee's current contract.
5. No employee may donate more than a total of three days of sick leave per contract year.

Legal Reference: A.C.A. §6-17-1306

Date Adopted: April 13, 2009

Last Revised: June 8, 2015

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

For the district to function efficiently and have the necessary personnel present to effect a high achieving learning environment, employee absences need to be kept to a minimum. The district acknowledges that there are times during the school year when employees have personal business that needs to be addressed during the school day. Each full-time employee shall receive five days of personal leave per contract year. The leave may be taken in increments of no less than ½ day. Any unused days would go into an employee’s sick leave bank. The Piggott School District stresses the need to keep absences to a minimum to allow the district to function efficiently.

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/her supervisor at least twenty-four (24) hours prior to the time of the requested leave. The twenty-four hour requirement may be waived by the supervisor when the supervisor deems it appropriate.

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

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

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

### **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’s employee is subpoenaed for a matter arising out of the employee’s employment with the school District. Any employee seeking professional leave must make a written request to his immediate supervisor, setting forth the information necessary for the supervisor to make an informed decision. The supervisor’s decision is subject to review and overruling by the superintendent. Budgeting concerns and the potential benefit for the District’s students will be taken into consideration in reviewing a request for professional leave.

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

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

Legal Reference: A.C.A. § 6-17-211

Date Adopted: June 13, 2016

Last Revised:

### 8.7.1-Bereavement

An employee may be absent without loss up to a maximum of two (2) days for a death of a member of his/her immediate family. Immediate family means an employee's spouse, child, parent, including step parents and mother and father in-law, grand parents, siblings and spouse of siblings, or any other relative provided the other relative lives in the same household. (A situation not specified in the preceding written rules can be brought to the Superintendent.) If additional days are needed, the employee may use accumulated personal or sick days.

Date Adopted: 4-15-19

Date Revised: 4-15-19

## **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)**

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

Date Adopted: April 13, 2009

Last Revised:

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

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

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

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

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

Cross Reference: Policy 8.17—Classified Personnel Political Activity

Legal Reference: A.C.A. § 6-17-115

Date Adopted: June 13, 2016

Last Revised:

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

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

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

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

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

Date Adopted: April 13, 2009

Last Revised:

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

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

### Definitions

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

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

- A. Primary job duties are considered to be exempt eligible due to being administrative or professional in nature. Examples include teachers, counselors, registered nurses, and supervisors; and
  - B. Salary meets or exceeds a minimum weekly/annual amount.
- Any employee who is unsure of their coverage status should consult with the District’s Administration.

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

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

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

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

### Employment Relationships

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

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

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

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

### Hours Worked

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

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

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

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

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

### **Breaks and Meals**

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

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

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

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

### **Overtime**

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

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

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

compensatory hours an employee may accumulate at a time is twenty (20). The employee must be able to take the compensatory time off within a reasonable period of time that is not unduly disruptive to the District.

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

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

### **Overtime Authorization**

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

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

### **Leave Requests**

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

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

### **Record Keeping and Postings**

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

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

### **Cooperation with Enforcement Officials**

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

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

Legal References:      A: 29 USC § 206(a), ACA § 6-17-2203  
                                  B: 29 USC § 207(a)(1), 29 CFR § 778.100  
                                  C: 29 USC § 207(o), 29 CFR § 553.50  
                                  D: 29 USC § 213(a), 29 CFR §§ 541 et seq.  
                                  E: 29 CFR § 778.218(a)  
                                  F: 29 USC § 207(e), 29 CFR § 778.108

- G: 29 CFR § 778.105
- H: 29 CFR §§ 785.9, 785.16
- I: 29 CFR § 516.2(7)
- J: 29 CFR §§ 785.1 et seq.
- K: A.C.A. § 6-17-2205 and 2207
- L: 29 CFR §§ 785.19
- M: 29 USC § 207(a), 29 CFR § 778.100, 29 USC § 207(o), 29 CFR §§ 553.20 – 553.32
- N: 29 CFR § 778.106
- O: 29 USC § 207(g)(2), 29 CFR § 778.115
- P: 29 USC § 207(o)(2)(A), 29 CFR § 553.23
- Q: 29 CFR § 553.20
- R: 29 USC § 207(o)(4), 29 CFR § 553.27
- S: 29 USC § 211(c), 29 CFR §§ 516.2, 516.3, 553.50
- T: 29 CFR § 516.4
- U: 29 CFR §§ 516.5, 516.6
- V: 29 USC § 211(a)(b)

Date Adopted: June 13, 2016

Last Revised:

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

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

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

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

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

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

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

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

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

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

Date Adopted: June 9, 2014

Last Revised:



## **8.13—CLASSIFIED PERSONNEL EMPLOYMENT**

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

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

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

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

For unlicensed individuals employed as teachers or administrators under a waiver, all teachers who begin employment in the 2023-2024 school year and each school year thereafter shall demonstrate proficiency or awareness in knowledge and practices in scientific reading instruction as is applicable to their teaching position by completing the prescribed proficiency or awareness in knowledge and practices of the scientific reading instruction credential either as a condition of licensure or within one (1) year for teachers who are already licensed or employed as a teacher under a waiver from licensure.<sup>2</sup>

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

If the superintendent finds probable cause that an employee has engaged in sexual misconduct with a minor, then the superintendent or the superintendent's designee shall not provide a favorable recommendation of employment on behalf of the employee.

The District is an equal opportunity employer and shall not discriminate on the grounds of race, color, religion, national origin, sex, pregnancy, sexual orientation, gender identity, age, disability, or genetic information.<sup>3</sup>

Inquiries on non-discrimination may be directed to Brock Swann<sup>4</sup>, who may be reached at 870.598.2546<sup>5</sup>.

Any person may report sex discrimination, including sexual harassment, to the Title IX Coordinator in person or by using the mailing address, telephone number, or email address provided above. A report may be made at any time, including

during non-business hours, and may be on the individual's own behalf or on behalf of another individual who is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment.

For further information on notice of non-discrimination or to file a complaint, visit <https://www2.ed.gov/about/offices/list/ocr/complaintintro.html>; for the address and phone number of the office that serves your area, or call 1-800-421-3481.

In accordance with Arkansas law<sup>6</sup>, the District provides a veteran preference to applicants who qualify for one of the following categories:

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

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

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

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

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

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

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

A.C.A. § 6-16-1507 requires that earning a high school diploma through the passage of a nationally recognized high school equivalency exam, such as the GED test, be treated the same as the receipt of a high school diploma from an accredited Arkansas secondary school for purposes of employment by a political subdivision of the State of Arkansas, which includes school districts.

<sup>1</sup> An expunged, sealed, or pardoned conviction shall not disqualify a person from employment unless the conviction involves the physical or sexual injury, mistreatment, or abuse of another.

<sup>2</sup> If you do not have a waiver to employ individuals as teachers or administrators without a license, remove this paragraph.

<sup>3</sup> A copy of the non-discrimination statement should be included in all district publications unless the publication is intended only for students and parents. Publications intended only for students and parents should include the nondiscrimination clause in Policy 4.11—EQUAL EDUCATIONAL OPPORTUNITY.

<sup>4</sup> Insert the position(s) designated to be contacted on discrimination inquiries. If you have different positions designated to answer questions on disability discrimination (504 coordinator) and sex discrimination (Title IX coordinator), then you will need to include the position responsible for each area. Do not include the name(s) of the person(s) to be contacted in the policy; changing the name of the person (due to a staffing change) would necessitate amending the policy, which would require it to go through the entire adoption process.

<sup>5</sup> Insert the office address, phone number, and email address to be used to contact the designated position. If you have more than one position designated as set forth in footnote 4, you will need to include a contact number, email address, and office address for each position. The contact number and office address may be the school/district address and phone number. We recommend making the email address specific to the position, such as [titleix@districtdomain.org](mailto:titleix@districtdomain.org), and having the emails sent to the coordinator's inbox to prevent having to amend the policy due to staff changes.

While 34 C.F.R. § 106.8 requires that an individual be able to submit a report, including by telephone, both inside and outside of business hours, we do not believe that this requires that the Title IX Coordinator must be on-call to receive phone calls at any time; instead, the number provided for individuals to use must allow individuals wanting to report sexual discrimination or sexual harassment to the Title IX Coordinator to be able to leave a voice message for the Title IX Coordinator.

<sup>6</sup> A.C.A. § 21-3-301 et seq. includes public schools in the list of employers required to provide a preference to applicants who qualify for a veteran or a deceased veteran's spouse category when selecting interview candidates, during the interview process, and in selecting a new employee.

A.C.A. § 21-3-302 covers the requirements for giving a veteran preference during the application, interview, and hiring processes. The statute does not require districts to use a particular scoring method to demonstrate giving a preference and districts can continue using the system they have previously been using. However, A.C.A. § 21-3-302 and A.C.A. § 21-3-303 require districts be able to demonstrate that any qualifying applicant was given a preference during the entire application, interview, and hiring processes.

If a veteran who is not hired requests, the district must provide the veteran with his/her base score, adjusted score, and the successful candidate's score. While there is no statutorily required method, ASBA suggests districts use a numerical scoring rubric for the entire hiring process. The use of such a rubric makes it easy to demonstrate a preference was given as you can point to where qualifying applicants received additional points. Districts that don't use a numerical scoring method are required, upon a veteran's request, to provide all documentation allowed to be released under FOIA to the veteran to demonstrate how the preference was used to develop the list of qualified candidates to be interviewed and to select the person actually hired.

Legal References:      Division of Elementary and Secondary Education Rules Governing Background Checks  
                                 Division of Elementary and Secondary Education Rules Governing the Code of Ethics for  
                                 Arkansas Educators  
                                 A.C.A. § 6-16-1507  
                                 A.C.A. § 6-17-301  
                                 A.C.A. § 6-17-414  
                                 A.C.A. § 6-17-428  
                                 A.C.A. § 6-17-429

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

Date Adopted: June 13, 2016

Last Revised: June 13, 2023

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

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

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

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

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

Cross Reference: Policy 7.12—[EXPENSE REIMBURSEMENT](#)

Date Adopted: May 9, 2011

Last Revised:



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

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

With the exception of recognized tobacco cessation products, this policy's prohibition includes any tobacco or nicotine delivery system or product. Specifically, the prohibition includes any product that is manufactured, distributed, marketed, or sold as e-cigarettes, e-cigars, e-pips, or under any other name or descriptor. The Piggott School District would allow the use of patches, lozenges, and gum marketed to help people stop using tobacco products.

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

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

Date Adopted: June 9, 2014

Last Revised:

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

It is the feeling of the Board and the Administration that in every way the classified employee should be a good example before the students-speech, dress, grooming, morals , manners, and behavior.

1. Employees shall ensure that their dress and appearance are professional and appropriate to their positions.
2. Regardless of provocation, the employee should maintain a calm professional manner.
3. Regardless of provocation, harsh language or profanity should be avoided.

Date Adopted: April 13, 2009

Last Revised:

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

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

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

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

Date Adopted: April 13, 2009

Last Revised:



## **8.18—CLASSIFIED PERSONNEL DEBTS**

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

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

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

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

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

Date Adopted: June 9, 2014

Last Revised:

## **8.181 – CLASSIFIED PERSONNEL DEBITS TO SCHOOL**

The Piggott School District will do a payroll deduction to satisfy a teacher's debt to the school district if a teacher owes money to the district and has not paid the charges. If such charges are not paid after a teacher was given written notice of

the debt and ample time of paying the debit off, the school district will hold that portion of the money owed to the district out of the employee's paycheck.

Date Adopted: June 9, 2014

Date Revised:

## **8.19—CLASSIFIED PERSONNEL GRIEVANCES**

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

### **Definitions**

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

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

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

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

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

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

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

### **Process**

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

If the grievance cannot be resolved by the immediate supervisor, the employee can advance the grievance to Level Two. To do this, the employee must complete the top half of the Level Two Grievance Form within five (5) working days of the discussion with the immediate supervisor, citing the manner in which the specific personnel policy was violated that has given rise to the grievance, and submit the Grievance Form to his/her immediate supervisor. The supervisor will have ten (10) working days to respond to the grievance using the bottom half of the Level Two Grievance Form which he/she will submit to the building principal or, in the event that the employee’s immediate supervisor is the building principal, the superintendent.

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

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

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

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

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

- a. For a grievance filed as an individual, determine if the grievance, on its face, is a subject that may be grieved under district policy.
- b. For a grievance that is filed as a group grievance, review the composition of the group and either:
  - Rule that the group has met the requirements to qualify as a group grievance and then determine whether the matter of the grievance is, on its face, a subject that may be grieved under District policy; or
  - Rule that the composition of the group does not meet the definition of a group grievance under District policy.

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

grievance, then the individuals whose grievances were consolidated shall select one (1) or more individuals from among those whose grievances were consolidated to represent the group grievance holders before the Board.

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

### **Records**

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

### **Reprisals**

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

Notes: This policy is similar to Policy 3.25. If you change this policy, review 3.25 at the same time to ensure applicable consistency between the two.

<sup>1</sup> It is important to understand the implications of the language contained in this paragraph. Only matters specified in the first sentence of the paragraph are, in fact, subjects that may be grieved, but that cannot prohibit an employee from filing a grievance which the administration does not deem to be a subject that may be grieved and nonetheless advancing it through the grievance process. Ultimately, it is the board that determines whether or not the matter is actually a subject that may be grieved by comparing the written grievance to the definition of grievance in the grievance policy, and continuing on with the hearing only if the grievance is determined to be within the definition. This is addressed in the "Appeal to the Board of Directors" section.

<sup>2</sup> It is suggested that you date stamp the request for a board hearing upon receipt.

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

Date Adopted: April 13, 2009

Last Revised: June 13, 2023

8.19F—LEVEL TWO GRIEVANCE FORM - CLASSIFIED

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

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

Classified Personnel Policy grievance is based upon:

\_\_\_\_\_

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

---

---

---

---

---

---

---

---

---

---

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

---

---

---

---

---

---

---

---

Supervisor's Response

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

---

---

---

---

---

---

---

---

---

---

Date Adopted: April 13, 2009

Last Revised:

## 8.20— CLASSIFIED PERSONNEL SEXUAL HARASSMENT

The Piggott 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.

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

Date Adopted: May 9, 2011  
Last Revised:



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

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

Date Adopted: April 13, 2009

Last Revised:

## **Acceptable Use Policy: Staff**

The Piggott School District provides technology to support teaching, enhance learning, and improve productivity. This policy is intended to delineate the roles and responsibilities of all technology users in the Piggott School District. All Piggott School District employees are required to comply with provisions herein.

The use of Piggott School District technology is a privilege, not a right. Staff must supervise students' use of technology at all times. Staff is responsible for their conduct when using Piggott School District technology.

Staff

It is the policy of the Piggott School District to use an internet filtering device designed to prevent minors and adults from accessing material that is harmful and inappropriate. Any user that tries to bypass this filter will face disciplinary action. The Piggott School District will educate minors about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response. This is in compliance with the CIPA guidelines.

### **Definitions**

As defined in this policy, the term technology includes, but is not limited to: all computers; printers, digital cameras, document cameras, interactive white boards, projectors, scanners, peripheral equipment; networks; Internet resources, including production of Web content, all forms of Web-based synchronous and asynchronous communication including electronic mail, and file transfer protocol; multimedia, video, laser, cable television, telephone, and fax equipment; language lab equipment; all software and files, including all user files generated from the use of the resources listed herein; as well as the supplies used to maintain technology.

The term "staff" includes teachers, paraprofessionals, administrators, permanent substitutes and any adult responsible for supervising students. The term "user" includes staff members and anyone who makes use of Piggott School District technology. Substitutes hired on a per diem basis are not eligible for Internet use privileges.

### **Access Statement**

All users must sign and return an Acceptable Use Policy Statement before being allowed to use any of the Piggott School District technology. The Acceptable Use Statement will stay in effect as long as the staff member is employed in the Piggott School District.

Users are not allowed to Piggott School District technology if a signed Acceptable Use Policy Statement has not been submitted to their school. Users may not login under a generic or shared password.

### **Acceptable Uses and Responsibilities**

In the Instructional Setting:

1. Make sure that all students comply with the Student AUP in the district Handbook.
2. Classroom assignments
3. Comply with fair-use laws and copyright regulations while accessing the internet
4. Understand, recognize, and respect the intellectual property of others
5. Career development activities
6. School Sponsored email

7. Approved use of 21st Century Tools including, but not limited to, podcasting, private class chat room experiences, private class to class video-conferencing, private class blogging, and private class wikis
8. Educational research
9. Comply with fair-use laws and copyright regulations while accessing the Internet
10. Understand, recognize, and respect the intellectual property of others

### **Unacceptable Uses**

1. Students, Faculty, and Staff may not bypass or attempt to bypass the Piggott School District filtering software
2. Faculty and Staff will not allow students to break the rules of the Student AUP in the district handbook.
3. Do not swear, use vulgarities, or any other inappropriate language in any messages or web pages. Be advised that doing so in school-sponsored email may or will result in your email being automatically redirected from the intended recipient to the Director of Technology for review. Disciplinary action, as outlined in this policy, may be forthcoming.
4. Users are prohibited from accessing any site on the Internet that is not consistent with the educational objectives of the Division, to include, but not be limited to, social networking sites.
5. Participating in “cyber bullying” such as personal attacks and/or threats on/against anyone including being impolite
6. Using the network/Internet for any illegal activity, including violation of copyright or other contracts or transmitting any material in violation of any federal, state or local law
7. Sending, receiving, viewing, or downloading illegal material via the Piggott School District computer system
8. Unauthorized downloading or installing of software to any Piggott School District electronic devices or any electronic device, such as an mp3 player, brought on to the school grounds
9. Using the computer systems, programs, or email for private financial or commercial gain. Examples: printing coupons at work or using your school e-mail or computer for a home business or another job.
10. Wastefully using resources, such as bandwidth, file space, paper, and ink/toner Examples: keeping personal family pictures on the servers, printing large quantities of personal documents, and playing games\ streaming none class related music and videos
11. Users will not take any technology equipment home without approval from the District Technology Department.
12. Gaining unauthorized access to resources or entities
13. Using the computer system for commercial or private advertising
14. Submitting, posting, publishing or displaying any obscene, profane, threatening, illegal, or other inappropriate material

15. Using the computer system while access privileges are suspended or revoked
16. Vandalizing the computer system, including, but not limited to, modifying or destroying any other peripheral equipment, or destroying data by creating or spreading viruses and/or by any other means
17. Forging, intercepting, or interfering with electronic mail messages, except as otherwise provided in this policy
18. Accessing or attempting to access instant messages, non-educational chat rooms, forums that are not school-related, private e-mail, message boards, blogs or wikis that are not school-related, or host personal web pages at any time on the Division LAN or WAN. Exceptions to this shall only include school-approved, teacher-supervised, filtered, archived Internet communication, which occurs during the instructional day.
19. Failing to respect the Piggott School District computer system's resource limits
20. Using the computer system to disrupt others
21. Reading, modifying or deleting data owned by others, except as otherwise provided in this policy
22. Use of the computer system concurrent with a violation of the code of conduct or violation of any rule or regulation of the school or school system.
23. Users shall not bypass or attempt to bypass the Piggott School District's security measures through means such as, but not limited to, online proxies, bootable media, IP spoofing, etc.
24. Users shall not intentionally damage the system, damage information belonging to others, misuse system resources, or allow others to misuse system resources.
25. Users shall not alter or vandalize computers, networks, printers, or other associated equipment and system resources. Alteration or vandalism includes, but not limited to, removal of parts, intentional destruction of equipment, attempting to degrade or disrupt system performance, or attempting to make system resources unusable.
26. Users shall not relocate or remove technology equipment (hardware or software from its location without permission from the Piggott School District Technology Department.
27. Users shall not use system resources to distribute or provide personal information or addresses that others may use inappropriately.
28. Users should be aware that electronic mail (e-mail) and all other files stored on Piggott School District network are the property of Piggott School District.
29. Users should not send any messages or create any files that they would not want to be made public. Space restrictions will be implemented according to Piggott School District guidelines.
30. Users shall maintain a strong password on Piggott School District computers, email system, and any other network logins at all times.

## **Violations Consequences**

- 1st Offense: Warning and documentation in personnel file
- 2nd Offense: Disciplinary action and formal improvement plan
- 3rd Offense: Possible suspension and/or recommendation for non-renewal or termination

## **Policy Statements**

The use of the Piggott School District computer system is a privilege, not a right, and the Acceptable Use Policy is designed to establish clear guidelines for adult stakeholders who have access to the Public School computer system. Be polite and use proper Network etiquette (the acceptable behavior the Internet community expects its citizens to follow)

### **Use appropriate language**

- Respect both your own privacy and the privacy of others by not giving out personal information
- Respect the rights of others by not wasting network resources
- Report threatening or harassing remarks or materials to administration

### **Permission Forms**

All users (staff members, substitute teachers, guests, and students and their parents) must sign an Acceptable Use Agreement to be eligible to work on any equipment connected to the network.

### **Acceptable Use Purpose**

#### **Internet Access**

1. Staff has access to Internet World Wide Web information resources through their classroom, media center, and/or computer lab on any equipment connected to the network. All Internet usage is monitored, and users should expect that their use may be reviewed at any time by the principal or superintendent.
2. Staff will be issued a district e-mail account for business use. This e-mail is to be used only for school related duties. Examples: Setting up an Apple ID for school owned equipment, joining or signing up for groups and services that involve job duties. This e-mail is not to be used for personal activities. Examples: Setting up an Apple ID for your personal use, signing up for Facebook, Pinterest, Gaming Websites or other personal at home services.
3. If Teachers and support staff create a classroom website it will be in accordance with Piggott School District guidelines. Material placed on a web page must relate to the school, classroom, or program

### **Confidential Information**

Look at IT security for clarification

### **Responsibility**

Users are responsible for their individual accounts and should take all reasonable precautions to prevent others from being able to use their account. Under no conditions should users provide their passwords to anyone else.

### **Copyright**

### **COVERED IN AN ABOVE SECTION**

### **Benefits of Education**

We are in the 21st Century; our students must learn to utilize the tools and skills necessary to compete in a global economy. Students of today must think critically about global issues, work collaboratively on projects, and understand the

significance of intellectual property, fair-use laws, and copyright regulations as they research the world in which they live. The Piggott School District computer system, coupled with Internet access, empowers our students to construct authentic meaning from classroom lessons.

## **Enforcing Acceptable Use Policies**

### **Privacy Policies**

Users should not expect privacy in the contents of their personal files on the Piggott School District's network, **computers, and district supplied e-mails**; they must realize that any information stored electronically on school-owned equipment is subject to Arkansas' Freedom of Information Act. The situation is similar to the rights staff and students have in regard to their lockers, desks, or other storage systems. The Piggott School District reserves the right to monitor, inspect, copy, review and store at any time and without prior notice, any and all usage of the computer network and/or internet usage. b. Parents of students have the right at any time to request a review of the contents of their children's electronic files or a conference with the teacher regarding electronic projects and/or research.

### **Liability Disclaimer**

The Piggott School District makes no guarantees that the functions of the services provided by or through the network will be error-free or without defect. The Piggott School District will not be responsible for any damage the user may suffer, including but not limited to, loss of data or interruptions of service. The Piggott School District is not responsible for the accuracy or quality of the information obtained through or stored on the network. The Piggott School District will not be responsible for financial obligations arising through the unauthorized use of the network. When using the network, one may sense they can more easily break a rule and not be caught. This perception is not accurate. Whenever users access the network or use technology equipment, they leave "electronic footprints." Thus, the odds of getting caught in violations are really about the same as in the real world or in any other actions or situations.

## **Signature Forms**

### **Staff Agreement**

The acceptable and unacceptable uses of the Piggott School District's equipment, network and the Internet access are described in this "Acceptable Use Agreement" for the Piggott School District and can be found on-line on the school website. By signing this agreement, I acknowledge that I have read, understand and agree to abide by the provisions of the Staff Acceptable Use Policy. I realize that all the rules of conduct described in this Piggott School District's AUP, policies, procedures, and handbooks apply when I am using the Piggott School District's network.

**Staff Name:** \_\_\_\_\_

**Staff Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## **IPad AGREEMENT**

The following are the conditions under which you accept the provision of an iPad for your use from the school. This agreement will start upon receipt of the iPad from the school. The school reserves the right to transfer the iPad to another eligible teacher if you do not or are unable to, for any reason, fulfil the requirements of this agreement.

### **Under this Agreement:**

1. The iPad is the property of the Piggott School District and issued to employees for the purpose of conducting school business. It is intended only for the use of the school employee to whom it is assigned. The employee agrees to follow all PSD regulations and policies now and hereafter in effect governing the use of the hardware and software, including, but not limited to, the Acceptable Use Policy for Computers and the Internet, the E-Mail Policy, and the Web Publishing Policy, as well as all applicable State and Federal laws, including copyright and intellectual property law, pertaining to software and information. You will be held responsible for any involvement by yourself or any other user of your iPad in activities associated with accessing inappropriate or illegal materials.
2. The equipment is the property of the Piggott School District. All equipment is expected to be at the school during the school day. Due to audit requirements you should be able to produce any school equipment for inspection immediately upon request.
3. The equipment will only be used in accordance with job duties assigned by the Piggott School District. I will not use the equipment for any private financial or commercial gain and will follow the guidelines expressed in the district acceptable use policy.
4. I will not allow any non-school employee to see any sensitive or confidential materials located on the iPad
5. Provide suitable care and security of the iPad at all times. When you are not using your iPad use a reasonable measure of protection such as a locking cable, locked file drawer, etc. Take care not to expose the equipment to extreme temperatures. The liquid material in the screen can both freeze and boil, so keeping equipment in your car for extended periods of time during harsh weather is not a good idea. Immediately report any damage or loss of the iPad to the School.

6. Be prepared to cover the excess or the cost of repair or replacement of the iPad when the damage or loss has been a result of your own negligence.
7. Make necessary arrangements, for the return of the IPAD to the School when you resign, leave the School, or when you will be away from the school for an extended period.
8. The iPad may be taken home or to other locations after school hours by the employee. However, the employee is responsible, at all times, for the care and appropriate use of the iPad.
9. The iPad is configured to be used on the school network. The Technology Department will not be able to assist you at your home or on the road in order to connect the iPad to other internet providers.
10. The iPad is issued to you in your current teaching position. If you change positions or schools, the iPad may be reassigned to other teachers.
11. The iPad will need to be returned to the technology department from time to time to receive regular maintenance and upgrades. You will be notified when this becomes necessary.
12. The iPad is district owned equipment you will use your district e-mail to setup an Apple ID for the iPad. This Apple ID is only to be used on District owned equipment not personal equipment ( example personal iPhones, iPods, and other Apple made equipment)
13. No personal data or information will be attached or synced to the iPad such as your personal Apple ID, iCloud, iTunes, E-mails or Messenger services. You will be held responsible for any personal data or information located on the iPad that is deemed inappropriate by school rules and policies.
14. Violations of this agreement will be handled based on the severity of the offense. With consequences being verbal or written warnings up to possible suspension and/or recommendation for non-renewal or termination

If you have read and agree to the terms on the previous pages and wish to be assigned an iPad, please complete the information below and sign this agreement.

IPad Serial Number: \_\_\_\_ On file in the Administration Office \_\_\_\_



Additional equipment assigned:

Case

Charger and computer Connector

Projector Dongle

I have received the equipment listed above and agree to the terms listed on this form.

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

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

Date Adopted: July 13, 2015

Last Revised:

## 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE

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

### SECTION ONE— FMLA LEAVE GENERALLY

#### Definitions

“Eligible Employee” is an employee who has:

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

“FMLA” is the Family and Medical Leave Act

“Health Care Provider” means:

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

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

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

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

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

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

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

“Year” the twelve (12) month period of eligibility shall begin on July first of each school-year.<sup>3</sup>

### **Policy**

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

### **Leave Eligibility**

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

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

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

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

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

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

The District shall post, in conspicuous places in each school within the District where notices to employees and applicants for employment are customarily posted, a notice explaining the FMLA’s provisions and providing information about the procedure for filing complaints with the Department of Labor.<sup>4</sup>

#### **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.<sup>5</sup> If the employee is eligible, the District may request additional information from the employee and/or certification from a health care provider to help make the

applicability<sup>6</sup> determination. After receiving sufficient information as requested, the District shall provide a written notice within five (5) business days (absent extenuating circumstances) to the employee of whether the leave qualifies as FMLA leave and will be so designated.<sup>7</sup>

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

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

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

All FMLA leave is unpaid unless substituted by applicable accrued leave. The District requires employees to substitute any applicable accrued leave (in the order of parental, sick, personal, or vacation leave as may be applicable) for any period of FMLA leave.<sup>6</sup>

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

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

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

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

### **Health Insurance Coverage**

The District shall maintain coverage under any group health plan for the duration of FMLA leave the employee takes at the level and under the condition's coverage would have been provided if the employee had continued in active employment with the District. Additionally, if the District makes a change to its health insurance benefits or plans that apply to other employees, the employee on FMLA leave must be afforded the opportunity to access additional benefits and/or the same responsibility for changes to premiums. Any changes made to a group health plan that apply to other District employees, must also apply to the employee on FMLA leave. The District will notify the employee on FMLA leave of any opportunities to change plans or benefits. The employee remains responsible for any portion of premium payments customarily paid by the employee. When on unpaid FMLA leave, it is the employee's responsibility to submit his/her portion of the cost of the group health plan coverage to the district's business office on or before it would be made by payroll deduction.<sup>8</sup>

The District has the right to pay an employee's unpaid insurance premiums during the employee's unpaid FMLA leave to maintain the employee's coverage during his/her leave. The District may recover the employee's share of any premium payments missed by the employee for any FMLA leave period that the District maintains health coverage for the employee by paying 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.<sup>9</sup>

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

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

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

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

### **Reporting Requirements During Leave**

Unless circumstances exist beyond the employee's control, the employee shall inform the district every two (2) weeks<sup>10</sup> during FMLA leave of his/her current status and intent to return to work.

### **Return to Previous Position**

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

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

### **Leave Acquired Through Fraud**

If it is discovered that an employee engaged in fraud or otherwise provided the District with documentation that includes a material misrepresentation of fact in order to receive FMLA leave, the District may discipline the employee up to and including termination.

## **Provisions Applicable to Section One**

### **Employee Notice to District**

#### **Foreseeable Leave**

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

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

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

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

### **Unforeseeable Leave**

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

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

### **Medical Certification**

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

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

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

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

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

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

### **Substitution of Paid Leave**

When an employee's leave has been designated as FMLA leave for reasons 1 (as applicable), 2, 3, or 4 above, the District requires employees to substitute accrued sick, vacation, or personal leave for the period of FMLA leave in addition to leave taken under the District's parental leave policy.<sup>11</sup>

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<sup>12</sup>**

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

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

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

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

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

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

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

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

When granting leave on an intermittent or reduced schedule for reasons 3 or 4 above that is foreseeable based on planned medical treatment, the District may temporarily transfer eligible employees for the period of scheduled intermittent or reduced leave to an alternative position that the employee is qualified for and that better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does

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

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

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

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

### **Leave Eligibility**

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

### **Qualifying Exigency**

An eligible employee may take FMLA leave for any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. Examples include issues involved with short-notice deployment, military events and related activities, childcare and school activities, the need for financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and other activities as defined by federal regulations.<sup>13</sup>

### **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<sup>14</sup>**

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

### **Employee Notice to District**

#### **Foreseeable Leave**

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



### **Unforeseeable Leave**

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

### **Substitution of Paid Leave**

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

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

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

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

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

### **Serious Illness**

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

### **Definitions**

“Covered Service Member” is:

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

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

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

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

“Serious Injury or Illness”:

- A.** In the case of a member of the Armed Forces, including the National Guard or Reserves, it means an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the

beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and

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

“Son or daughter of a covered servicemember” means a covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.<sup>2</sup>

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

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

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

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

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

### **Medical Certification<sup>15</sup>**

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

### **Employee Notice to District**

### **Foreseeable Leave**

When the need for leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury is clearly foreseeable at least thirty (30) days in advance, the employee shall provide the District with no less than thirty (30) days' notice before the date the employee intends for the leave to begin for the specified reason. An eligible employee who has no reasonable excuse for his/her failure to provide the District with timely advance notice of the need for FMLA leave may have his/her FMLA coverage of such leave delayed until thirty (30) days after the date the employee provides notice.

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

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

### **Unforeseeable Leave**

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

### **Substitution of Paid Leave**

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

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

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

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

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

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

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

All school districts are covered under the Family Medical Leave Act and are required to keep certain payroll and employee identification records and post pertinent notices regarding FMLA for its employees; however, employees are only eligible for FMLA benefits if the district has fifty (50) or more employees within a seventy-five (75) mile radius of the district's offices. Your district may choose to offer FMLA benefits to your employees even though they are not technically eligible. If your district has less than fifty (50) employees and chooses not to offer FMLA benefits, replace the above policy with the following language to inform your employees of why FMLA benefits do not apply to them and to help avoid possible confusion resulting from the posting of FMLA notices:

*Employees are eligible for benefits under the Family Medical Leave Act when the district has fifty (50) or more employees. The Piggott School District has less than fifty (50) employees and therefore employees are not eligible for FMLA benefits.*

Determining whether an absence qualifies as FMLA leave is a **DISTRICT** responsibility and not the employees. While much of the statutes' language refers to an employee's request for FMLA leave, the employee has **NO** mandatory responsibility for initiating the exchange of information that might relate his/her absence to that of the FMLA. The District has the right and the duty to ask for enough information concerning an employee's absence to make a determination. The employee has the responsibility and duty to respond to questions asked in an effort for the District to make the initial determination. Any issue of medical certification to be provided by the employee is secondary to that of informal questioning to determine whether the absence does in fact, fall under the FMLA umbrella. The District must fulfill its responsibility for the posting of employee FMLA notice requirements to make those requirements enforceable. This is done through posting the notices available at the link in footnote #<sup>4</sup> **AND** by the employee's receipt of this policy in the employee handbook.

<sup>1</sup> It is possible for a full-time employee to be eligible for FMLA leave one year and not the next. For example, if an employee on a 190-day contract takes the full twelve (12) weeks of FMLA leave in year one, that would mean the employee only worked 130 days. Assuming the employee is credited for eight (8) hours per workday, the employee would have only worked 1040 hours during that time (130 x 8=1040), which would make the employee ineligible for FMLA leave for the year following the year that the employee took the leave.

<sup>2</sup> The Wage and Hour Division of the Department of Labor has issued a Guidance to help interpret the scope of the definition of "son or daughter" as it applies to an employee standing "in loco parentis" to a child. The following quote from the Guidance is offered to give an idea of the complexity of the definition. (The Guidance, in full, is available by calling the ASBA office or at the link in footnote #4.)

*Congress intended the definition of "son or daughter" to reflect "the reality that many children in the United States today do not live in traditional 'nuclear' families with their biological father and mother. Increasingly, those who find themselves in need of workplace accommodation of their child care responsibilities are not the biological parent of the children they care for, but their adoptive, step, or foster parents, their guardians, or sometimes simply their grandparents or other relatives or adults." Congress stated that the definition was intended to be "construed to ensure that an employee who actually has day-to-day responsibility for caring for a child is entitled to leave even if the employee does not have a biological or legal relationship to that child."*

<sup>3</sup> Districts can choose one of four (4) possible “twelve (12) month periods.” Each one has possible advantages and disadvantages. Choose the one that will work best for your district. The four (4) options are:

- 1) the calendar year;
- 2) Any fixed twelve (12) month leave year such as a fiscal year or a year starting on an employee’s “anniversary” date;
- 3) The twelve (12) month period measured forward from the date any employee’s first FMLA leave for reasons 1 through 5 begins;
- 4) A rolling twelve (12) month period measured backward from the date an employee uses any FMLA leave for reasons 1 through 5.

<sup>4</sup> A Department of Labor poster along with several additional forms that are necessary to fulfill FMLA’s requirements are available at <http://www.dol.gov/whd/fmla/index.htm>. Please note that the DOL forms lack the required disclaimer required by the Genetic Information Nondiscrimination Act (GINA). We suggest that you include the following language taken from the final rule implementing the GINA:

*The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. “Genetic information,” as defined by GINA, includes an individual’s family medical history, the results of an individual’s or family member’s genetic tests, the fact that an individual or an individual’s family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual’s family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.*

<sup>5</sup> We suggest you use the Department of Labor’s *Notice of Eligibility and Rights and Responsibilities* form (otherwise known as WH-381) to help you fulfill the requirements of this section. It’s available at the link in footnote #<sup>4</sup> or by calling the ASBA office. When making the determination, we suggest initially erring on the side of granting it. Retroactively designating leave as FMLA has more potential liability for the district if the employee can demonstrate the initial failure to grant the leave under FMLA caused him/her harm or injury. If due to receipt of the medical certification, it turns out that the leave does not qualify, you will need to readjust the available FMLA leave accordingly.

<sup>6</sup> As used in this policy, “applicable” is a very important word. Some leave taken under FMLA also applies to sick leave and therefore, the employee will get paid for the leave to the extent the employee has sick leave accrued. Other leave taken under FMLA is not applicable to sick leave and therefore the FMLA leave is unpaid. For instance, “applicable leave” in terms of time taken under FMLA due to the birth of a child will vary depending on the language in your District’s policy on sick leave and whether your district has adopted a paid parental leave policy in addition to sick leave. For instance, if sick leave may be taken “for reason of personal illness or illness in the immediate family” (based on the statutory definition in A.C.A. § 6-17-1202, and an employee gives birth to a child, she may take sick leave for the amount of time that her personal physician deems it necessary for her to physically recover from childbirth. Once the medically necessary time has passed, sick leave is no longer appropriate and cannot be used. While under the FMLA, the employee could take additional time off work, she would need to take unpaid FMLA leave for this purpose, unless she had personal ~~days~~ or vacation days available or your district had adopted a paid parental leave policy in addition to other forms of leave. However, if your district has a much more liberal definition of sick leave in District policy, the results could be entirely different. Another example would be the potential for overlap between pregnancy complications that arise to the level of a “serious health condition.” For instance, pregnancy complications that rose to the level of a “serious health condition” would qualify for both, while missing work for a dentist’s appointment would qualify for sick leave, but would not qualify for FMLA leave. Consult policy 8.5—CLASSIFIED EMPLOYEES SICK LEAVE when

making the determination of what sick leave qualifies under both policies. If your district did not adopt a paid parental leave policy in addition to other forms of leave, do not include it in the list of leave options here.

<sup>7</sup> There are several issues that must be addressed in the written notice. The *Designation Notice* (WH-382) available from the Wage and Hour Division of the US Department of Labor is a good way to both give your employee written notice and help ensure you have included the necessary information in the notice. The *Designation Notice* is available at the link contained in footnote #<sup>4</sup> or by calling the ASBA office.

<sup>8</sup> The District cannot cancel an employee's insurance for the employee's failure to pay his/her share of the premium until the payment is thirty (30) or more days late. The District must give prior, written notice to the employee at least fifteen (15) days prior to the cancellation of the policy stating that the policy will be terminated on a given date if payment is not received by that date, which must be at least fifteen (15) days from the date of the letter.

<sup>9</sup> Due to the district's liability for meeting the requirement of this paragraph and similar obligations for life insurance premiums or other benefits, the District needs to consider picking up the costs of such premiums during an employee's **unpaid** FMLA leave **if** the employee fails to pay his/her share of the costs. If the District elects to maintain such benefits during the leave, at the conclusion of leave the District is entitled to recover only the costs incurred for paying the employee's share of any premiums whether or not the employee returns to work. To help you decide if you should choose to pay premium costs in such a situation, the following excerpt from 29 CFR 825.212(c):

*If coverage lapses because an employee has not made required premium payments, upon the employee's return from FMLA leave the employer must still restore the employee to coverage/benefits equivalent to those the employee would have had if leave had not been taken and the premium payment(s) had not been missed, including family or dependent coverage. See § 825.215(d)(1) through (5). In such case, an employee may not be required to meet any qualification requirements imposed by the plan, including any new preexisting condition waiting period, to wait for an open season, or to pass a medical examination to obtain reinstatement of coverage. If an employer terminates an employee's insurance in accordance with this section and fails to restore the employee's health insurance as required by this section upon the employee's return, the employer may be liable for benefits lost by reason of the violation, for other actual monetary losses sustained as a direct result of the violation, and for appropriate equitable relief tailored to the harm suffered.*

<sup>10</sup> You may choose the time interval of the required duty to report, but it must be reasonable.

<sup>11</sup> ASBA model policy 8.5—CLASSIFIED EMPLOYEES SICK LEAVE includes language entitling employees with up to fifteen (15) days of sick leave in a school-year for issue relating to the adoption of a child. If you have not adopted this provision, delete #2 from this sentence. Include reason #1 if you have a liberal sick leave policy that would permit leave to be taken for bonding with a new born son or daughter. If your district did not adopt a paid parental leave policy in addition to other forms of leave, do not include the reference to it here.

<sup>12</sup> The Department of Labor's *Designation Notice* has entries that address this section's requirements. It's very helpful. For this section, you will need both the *Designation Notice* (WH-382) and the appropriate *Medical Certification form* (WH-380-E or WH-380-F); the *Designation Notice* to fulfill your notice requirements and the medical certification form to enable you to determine if the employee's leave is actually covered under the FMLA. They are available at the link in footnote #<sup>4</sup> or by calling the ASBA office.

<sup>13</sup> The types and amounts of leave available for a particular type of qualifying exigency are covered in 29 C.F.R. § 825.126. Call the ASBA office for a copy.

<sup>14</sup> You can use WH-384, *Certification of Qualifying Exigency for Military Family Leave* to obtain the certification. It's available at the link in footnote #<sup>4</sup> or by calling the ASBA office.

<sup>15</sup> You can use WH-385, *Covered Service Member Serious Injury* form to obtain the certification. It's available at the link in footnote #4 or by calling the ASBA office.

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

Legal References: 29 USC §§ 2601 et seq.  
29 CFR part 825  
A.C.A. § 6-17-122

Date Adopted: June 13, 2016  
Last Revised: June 13, 2023

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

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

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

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

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

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

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

Date Adopted: June 8, 2015

Last Revised:



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

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

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

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

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

Cross References:       4.47— POSSESSION AND USE OF CELL PHONES, AND OTHER ELECTRONIC DEVICES  
                              7.14—USE OF DISTRICT CELL PHONES AND COMPUTERS

Legal References:       IRS Publication 15 B  
                              A.C.A. § 27-51-1602  
                              A.C.A. § 27-51-1609

Date Adopted: June 8, 2015

Last Revised:

## **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 teacher 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.

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

### **Definitions:**

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

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

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

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

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

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

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

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

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

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

Legal Reference: A.C.A. § 6-18-514

Date Adopted: June 13, 2016

Last Revised:

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

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

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

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

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

Date Adopted: April 13, 2009

Last Revised:

## **8.28— DRUG FREE WORKPLACE - CLASSIFIED PERSONNEL**

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

To help promote a drug free workplace, the district shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the district's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance abuse programs, and the penalties that may be imposed upon employees for drug abuse violations. (Such services are available from such sources as Families Inc.)

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

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

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

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

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

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

Any employee who is charged with a violation of any state or federal law relating to the possession, use or distribution of illegal drugs, other controlled substances or alcohol, or of drug paraphernalia, must notify his/her immediate supervisor

within five (5) week days (i.e., Monday through Friday, inclusive, excluding holidays) of being so charged. The supervisor who is notified of such a charge shall notify the Superintendent immediately.

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

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

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

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

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

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

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

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

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

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

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

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

Date Adopted: June 13, 2016  
Last Revised:

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

CERTIFICATION

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

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

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

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

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

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

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

Date Adopted: May 9, 2011

Last Revised:

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

### **SECTION ONE**

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

In effecting a RIF, 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 for Accreditation of Arkansas Public Schools and/or the North Central Association; and the needs of the district. A RIF will be implemented when the superintendent determines it is advisable to do so and shall be affected through non-renewal, termination, or both. Any RIF 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 RIF 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 points as determined by the schedule contained in this policy. The employee within each occupational category with the fewest number of points will not be recommended for renewal or will be terminated first

#### **Points<sup>1</sup>**

- Employee evaluation scores<sup>2</sup>
  - 3 points - Received the highest evaluation score
  - 2 points - Received the second highest evaluation score
- Advanced degree in any area relevant to the employee's position (only the highest level of points applies)
  - 1 point - Master's degree
  - 2 points - Master's degree plus thirty additional hours
  - 3 points - Doctoral degree
- License or credential relevant to the position
  - 1 point - Basic license or certification
  - 2 points - Advanced license or certification

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

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

In the event of a tie between two (2) or more employees, the employee(s) shall be retained based on the following:<sup>2</sup>

1. An employee with the highest evaluation rating shall be retained over an employee with the second highest evaluation rating.
2. If both employees have the same evaluation rating, the employee whose name appears first in the Board minutes to be hired shall be retained.

Pursuant to any 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>3</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.

#### **Recall<sup>4</sup>**

##### **Option 1**

There shall be no right of recall for any classified employee.

##### **Option 2**

For a period of up to two (2) years from June 30 of the year an employee was not renewed or was terminated under this policy, a classified employee shall be offered an opportunity to fill a classified vacancy comparable as to pay, responsibility and contract length to the position from which the employee was not renewed or was terminated, and for which the employee is qualified. No right of recall shall exist for the elimination or reduction of a stipend or a reduction in contract length. Recall of employees under this policy shall be in reverse order of that used to determine the employees that would be RIFed (i.e. the employee with the highest points will be recalled first and the employee with the lowest points will be recalled last)

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

## **SECTION TWO<sup>4</sup>**

##### **Option A**

In the event the district is involved in an annexation or consolidation, employees from all the districts involved will be ranked in accordance with Section 1 of this policy. The date of hire by the board of an annexed or consolidated district shall be used to settle a tie between employees.

##### **Option B**

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

Such employees will not be considered as having any seniority within the Piggott District and may not claim an entitlement under a RIF to any position held by a Piggott 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, e-mail, or have hand-delivered the notification to such employee of the superintendent's intention to recommend the employee not be renewed or be terminated pursuant to a RIF within ninety (90) days of the effective date of the annexation or consolidation in order to affect the provisions of this section of the Piggott School District's RIF policy. Any employees who were not renewed or were 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 RIF process.

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

The intention of this section is to ensure that those Piggott 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 RIF policy.

Notes: In addition to this policy, districts are required to adopt a written plan for conducting a RIF that includes Staff positions that are to be eliminated and the performance and effectiveness metrics that will be used to determine retention of each position. Districts are required to submit a copy of the reduction in force plan to the Division of Elementary and Secondary Education each time it is updated.

<sup>1</sup> The list may be changed to reflect the beliefs of your district regarding what criteria are the most beneficial to students and the district. You may choose to add or delete additional criteria and/or change the value of the points given to each criterion. For example, you could choose to lessen or increase any of the point values for a criterion, or you could add or delete point categories. A.C.A. § 6-13-636 requires that "effectiveness" be the primary determining factor for retention of an employee and prohibits using seniority as the primary factor. In addition, A.C.A. § 6-17-2407 prohibits an employee's seniority, an employee's length of service with the school district, an employee's total professional development hours, and the education level of an employee from factoring for more than fifty percent (50%) of the total criteria used by a district.

<sup>2</sup> Adjust the language a points provided to account for your district's classified evaluation process. An example would be that if your evaluation system resulted in an overall rating for an employee between one (1) and five (5), then you could provide that the employee would receive points equal to their evaluation score.

<sup>3</sup> For example, if the district's salary schedule provided for a range of salaries for maintenance employees ranging from \$11.50 an hour to \$16.50 an hour, and one maintenance employee is making \$20.00 an hour, the superintendent, as part of the RIF, would send a letter of partial nonrenewal to the maintenance employee to bring the salary into compliance with the salary schedule.

<sup>4</sup> For either Options 1 and 2 or Options A and B, select the option that will work best for your district. If you choose Option B, the ninety (90) day time period may be lengthened or shortened (within reason) to suit your preference.

Legal References:     A.C.A. § 6-13-636  
                              A.C.A. § 6-17-2301  
                              A.C.A. § 6-17-2407

Date Adopted: June 9, 2014  
Last Revised: June 13, 2023

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

### **Renewal**

When determining whether to make a recommendation of renewal of an employee's contract to the District's Board of Directors, the superintendent, with input from the appropriate employee's supervisor, shall make the determination based upon the following, as applicable:

1. Effectiveness, including the employee's evaluations;
2. Performance, including disciplinary infractions;
3. Qualifications, including relevant education degrees or credentials.

Seniority shall be used in determining whether or not an employee shall be renewed only when determining whom to renew and all else is equal between the employees in question.

If the superintendent finds probable cause that an employee has engaged in sexual misconduct with a minor, then the superintendent shall not recommend the renewal of the employee.

Following the superintendent's recommendation for renewal and approval by the Board, a copy of the next year's employment contract shall be provided to each employee.

### **Termination**

The superintendent is empowered to make a recommendation to terminate an employee's employment contract to the Board for an employee's violation of District policies; State or Federal laws; State Rules; or Federal regulations. If the superintendent determines that it is necessary to make a recommendation for termination, the superintendent shall provide the employee written notice of the superintendent's intention to recommend that the employee be terminated. The written notice may be mailed to the employee's address on file with the District, e-mailed to the employee's District provided e-mail address, or hand delivered to the employee. The written notice shall contain a statement:

- Of the grounds for the recommendation of termination that are set forth in separately numbered paragraphs;
- Of the date, time, and location when the superintendent's recommendation for termination shall be presented to the Board, which shall be no earlier than ten (10) days and no later than the next regular scheduled Board meeting following the ten (10) day period unless another date is agreed to in writing by the superintendent and the employee;
- That time shall be provided for the employee to provide a defense against the recommendation for termination at a hearing before the Board;
- That the hearing before the Board shall be open to the public; and
- That the superintendent shall present the reason for recommending termination of the employee to the Board in executive session should the employee choose not to attend the hearing or choose not to provide a defense at the hearing.

The superintendent shall provide the employee written notification of the Board's decision regarding the recommendation for termination as soon as possible by mail to the employee's address on file with the District, e-mail to the employee's District provided e-mail address, or hand delivery to the employee.

Legal references:     A.C.A. § 6-13-636  
                          A.C.A. § 6-17-414  
                          A.C.A. § 6-17-2301

Date Adopted: April 13, 2009  
Last Revised: June 13, 2023

### **8.32 CLASSIFIED PERSONNEL ASSIGNMENTS**

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

Date Adopted: April 13, 2009  
Last Revised:

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

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

The 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 Piggott School District shall operate by the following calendar.

#### **2023-2024 SCHOOL YEAR**

##### **FIRST SEMESTER**

August (10 Days)	Pre-School Workshops
August 16, 2023	School Opens
September 4, 2023	Labor Day Holiday
October 19, 2023	Dismiss at 3:15 with PTC 3:15-8:15
October 20, 2023	No School
November 20-24, 2023	Thanksgiving Break
December 21- 29, 2023	Christmas Break

**TOTAL 1<sup>ST</sup> SEMESTER = 84 DAYS**

##### **SECOND SEMESTER**

January 1-2, 2024	Christmas Break
January 3, 2024	2 <sup>nd</sup> Semester Begins
January 15, 2024	Martin Luther King Day
February 19, 2024	President's Day
March 14, 2024	Dismiss at 3:15 with PTC 3:15 -8:15
March 15, 2024	No School
March 18-22, 2024	Spring Break
April 12, 2024	No School
May 26, 2024	Last Day for Students

**TOTAL 2<sup>ND</sup> SEMESTER =94 DAYS**

STUDENTS – 178 DAYS  
TEACHERS – 190 DAYS

## **8.34—CLASSIFIED PERSONNEL DUTIES AS MANDATED REPORTERS**

It is the statutory duty of school district employees to:

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

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



assist in the formation of a belief that child abuse, maltreatment, or neglect has occurred; that a serious and imminent threat to the public exists; or to rule out such a belief<sup>1</sup>.

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

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

Notes: 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.

<sup>1</sup> This is a delicate matter and the district would be wise to avail itself of professional development (PD) in this area available from DHS and other sources. While A.C.A. § 6-61-133 requires PD related to child maltreatment for only licensed employees and includes school nurses, school social workers, and school psychologists in the list of “licensed employees” who must receive the required PD, the list of mandated reporters under A.C.A. § 12-18-402 includes all district employees; as a result, Policy 3.6—LICENSED PERSONNEL EMPLOYEE TRAINING includes language requiring all district employees to receive at least two (2) hours of PD on this topic.

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

Date Adopted: June 14, 2010

Last Revised: June 13, 2023

## **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<sup>12</sup> as permitted by law. Federal law governs how eligibility data may be released and to whom. The district will take the following steps to ensure its confidentiality:

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

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

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

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

Date Adopted: June 9, 2014

Last Revised:

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

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

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

A Workers' Compensation absence may run concurrently with FMLA leave (policy 8.23) when the injury is one that meets the criteria for a serious health condition. To the extent that workers' compensation benefits and FMLA leave run concurrently, the employee will be charged for any paid leave accrued by the employee at the rate necessary to bring the total amount of combined income up to 100% of usual contracted daily rate of pay. If the health care provider treating the

employee for the workers compensation injury certifies the employee is able to return to a “light duty job,” but is unable to return to the employee’s same or equivalent job, the employee may decline the District’s offer of a “light duty job.” As a result, the employee may lose his/her workers’ compensation payments, but for the duration of the employee’s FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

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

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

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

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

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

Date Adopted: June 13, 2016

Last Revised:

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

### **Definitions**

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

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

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

### **Policy**

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

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

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

Staff members are discouraged from creating personal social media accounts to which they invite students to be friends or followers.<sup>1</sup> Employees taking such action do so at their own risk and are advised to monitor the site's privacy settings regularly.

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

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

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

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

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

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

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

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

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

The District may require an employee to disclose his or her username and/or password to a personal social media account if the employee's personal social media account activity is reasonable believed to be relevant to the investigation of an allegation of an employee violating district policy, or state, federal or local laws or regulations. If such an investigation

occurs, and the employee refuses, upon request, to supply the username and/or password required to make an investigation, disciplinary action may be taken against the employee, which could include termination or nonrenewal of the employee's contract of employment with the District.

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

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

Cross reference: 8.22—CLASSIFIED PERSONNEL COMPUTER USE POLICY

Legal Reference: A.C.A. § 11-2-124

Date Adopted: June 9, 2014

Last Revised:

## **8.38—CLASSIFIED PERSONNEL VACATIONS**

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

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

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

Date Adopted: June 8, 2015

Last Revised:

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

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

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



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

### **Firearms**

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

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

- He/she is participating in a school-approved educational course or program involving the use of firearms such as ROTC programs, hunting safety or military education, or before or after-school hunting or rifle clubs;
- The firearms are securely stored and located in an employee’s on-campus personal residence and/or immediately adjacent parking area;<sup>2</sup>
- He/she is a registered, commissioned security guard acting in the course and scope of his/her duties;
- He/she has a valid conceal carry license and leaves his/her handgun in his/her locked vehicle in the district parking lot.

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

## Other Weapons

Employees may not possess any weapon, defined herein as an item designed to harm or injure another person or animal, any personal defense item such as mace or pepper spray, or any item with a sharpened blade, except those items which have been issued by the school district or are otherwise explicitly permitted (example: scissors) in their workspace.

Legal References:      A.C.A. § 5-73-119  
                                 A.C.A. § 5-73-120  
                                 A.C.A. § 5-73-124(a)(2)  
                                 A.C.A. § 5-73-301  
                                 A.C.A. § 5-73-306  
                                 A.C.A. § 6-5-502

Date Adopted: June 13, 2016  
Last Revised:

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

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

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

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

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

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

- a. Entertainment;

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

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

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

Legal References:       A.C.A. § 6-24-101 et seq.  
Arkansas Department of Education Rules Governing the Ethical Guidelines And Prohibitions For  
Educational Administrators, Employees, Board Members And Other Parties  
Commissioner’s Memo FIN 09-036  
Commissioner’s Memo FIN-10-048  
Commissioner’s Memo FIN 15-074  
2 C.F.R. § 200.318  
7 C.F.R. § 3016.36  
7 C.F.R. § 3019.42

Date Adopted: June 13, 2016  
Last Revised:

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

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

Date Adopted: June 9, 2014

Last Revised:

## **8.44—CLASSIFIED PERSONNEL CONTRACT RETURN**

An employee shall have thirty (30) days from the date of the receipt of the employee's contract for the following school year in which to return the contract, signed, to the office of the Superintendent. The date of receipt of the contract shall be presumed to be the date of a cover memo<sup>1</sup>, which will be attached to the contract.

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

Notes: This entire policy is optional. We have included it to act as an incentive to have employees timely return contracts for the next school year.

<sup>1</sup> The following language is offered as suggestive for the cover memo:

*Attached please find your contract of employment for the (date/date) school year. You have thirty (30) calendar days from the date of this memo to sign and return your contract of employment to the office of the Superintendent. According to personnel policy 8.44, the failure of an employee to sign and return his or her contract by the thirtieth (30<sup>th</sup>) day shall operate as a rejection of the offer of employment provided by the contract, and steps will immediately begin to fill that position for the next school-year.*

Date Adopted: June 13, 2023

Last Revised:

## 8.45—CLASSIFIED PERSONNEL CODE OF CONDUCT

### Definitions

“Insubordination” means the willful disregard of a supervisor's instructions or the refusal to obey a lawful order from a supervisor. Insubordination does not mean the refusal to follow an order from a supervisor that would violate Federal or state law; Federal regulations; state rules; or a court order.

“Sexual harassment” means conduct on the basis of sex that may not reach the definition of sexual harassment under Policy 8.20 but is nevertheless inappropriate within the education setting. Examples of sexual harassment include, but are not limited to:

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

Employee actions that meet the definitions within this policy are prohibited.

In recognition of the level of trust placed in District employees, the duty of care District employees have towards their charges, and the need for District employees to model appropriate behavior for their charges, the District has, and will continue to hold, its employees to a high standard of behavior. Employees whose actions are determined to be in violation of the provisions of this policy, another personnel policy, the Division of Elementary and Secondary Education Rules Governing the Code of Ethics for Arkansas Educators<sup>1</sup>, or criminal conduct that statutorily prohibits employment by a school district may be recommended for discipline up to and including termination of the employee’s contract for employment. In addition to other forms of discipline, conduct in violation of the Rules may be reported to the Professional Licensure Standards Board<sup>1</sup>.

Notes: This policy is similar to Policy 3.17. If you change this policy, review Policy 3.17 at the same time to ensure applicable consistency between the two.

<sup>1</sup> If you do not have individuals teaching under a waiver from licensure, remove references to the Code of Ethics from this policy.

Legal References:     A.C.A. § 6-17-301  
                          A.C.A. § 6-17-414  
                          A.C.A. § 6-17-415  
                          DESE Rules Governing the Code of Ethics for Arkansas Educators

Date Adopted: June 13, 2023  
Last Revised:

## **Acceptable Use Policy: Staff**

The Piggott School District provides technology to support teaching, enhance learning, and improve productivity. This policy is intended to delineate the roles and responsibilities of all technology users in the Piggott School District. All Piggott School District employees are required to comply with provisions herein.

The use of Piggott School District technology is a privilege, not a right. Staff must supervise students' use of technology at all times. Staff is responsible for their conduct when using Piggott School District technology.

**It is the policy of the Piggott School District to use an internet filtering device designed to prevent minors and adults from accessing material that is harmful and inappropriate. Any user that tries to bypass this filter will face disciplinary action. The Piggott School District will educate minors about appropriate online behavior, including**

**interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response. This is in compliance with the CIPA guidelines.**

## **Definitions**

As defined in this policy, the term technology includes, but is not limited to: all computers; printers, digital cameras, document cameras, interactive white boards, projectors, scanners, peripheral equipment; networks; Internet resources, including production of Web content, all forms of Web-based synchronous and asynchronous communication including electronic mail, and file transfer protocol; multimedia, video, laser, cable television, telephone, and fax equipment; language lab equipment; all software and files, including all user files generated from the use of the resources listed herein; as well as the supplies used to maintain technology.

The term “staff” includes teachers, paraprofessionals, administrators, permanent substitutes and any adult responsible for supervising students. The term "user" includes staff members and anyone who makes use of Piggott School District technology. Substitutes hired on a per diem basis are not eligible for Internet use privileges.

## **Access Statement**

All users must sign and return an Acceptable Use Policy Statement before being allowed to use any of the Piggott School District technology. The Acceptable Use Statement will stay in effect as long as the staff member is employed in the Piggott School District.

Users are not allowed to Piggott School District technology if a signed Acceptable Use Policy Statement has not been submitted to their school. Users may not login under a generic or shared password.

## **Acceptable Uses and Responsibilities**

In the Instructional Setting:

1. Make sure that all students comply with the Student AUP in the district Handbook.
2. Classroom assignments
3. Comply with fair-use laws and copyright regulations while accessing the internet
4. Understand, recognize, and respect the intellectual property of others
5. Career development activities
6. School Sponsored email
7. Approved use of 21st Century Tools including, but not limited to, podcasting, private class chat room experiences, private class to class video-conferencing, private class blogging, and private class wikis
8. Educational research
9. Comply with fair-use laws and copyright regulations while accessing the Internet
10. Understand, recognize, and respect the intellectual property of others

## **Unacceptable Uses**

1. Students, Faculty, and Staff may not bypass or attempt to bypass the Piggott School District filtering software



2. Faculty and Staff will not allow students to break the rules of the Student AUP in the district handbook.
3. Do not swear, use vulgarities, or any other inappropriate language in any messages or web pages. Be advised that doing so in school-sponsored email will result in your email being automatically redirected from the intended recipient to the Director of Technology for review. Disciplinary action, as outlined in this policy, may be forthcoming.
4. Users are prohibited from accessing any site on the Internet that is not consistent with the educational objectives of the Division, to include, but not be limited to, social networking sites.
5. Participating in “cyber bullying” such as personal attacks and/or threats on/against anyone including being impolite
6. Using the network/Internet for any illegal activity, including violation of copyright or other contracts or transmitting any material in violation of any federal, state or local law
7. Sending, receiving, viewing, or downloading illegal material via the Piggott School District computer system
8. Unauthorized downloading or installing of software to any Piggott School District electronic devices or any electronic device, such as an mp3 player, brought on to the school grounds
9. Using the computer systems, programs, or email for private financial or commercial gain. **Examples: printing coupons at work or using your school e-mail or computer for a home business or another job.**
10. Wastefully using resources, such as bandwidth, file space, paper, and ink/toner **Examples: keeping personal family pictures on the servers, printing large quantities of personal documents, and playing games\ streaming none class related music and videos**
11. **Users will not take any technology equipment home without approval from the District Technology Department.**
12. Gaining unauthorized access to resources or entities
13. Using the computer system for commercial or private advertising
14. Submitting, posting, publishing or displaying any obscene, profane, threatening, illegal, or other inappropriate material
15. Using the computer system while access privileges are suspended or revoked
16. Vandalizing the computer system, including, but not limited to, modifying or destroying any other peripheral equipment, or destroying data by creating or spreading viruses and/or by any other means
17. Forging, intercepting, or interfering with electronic mail messages, except as otherwise provided in this policy
18. Accessing or attempting to access instant messages, non-educational chat rooms, forums that are not school-related, private e-mail, message boards, blogs or wikis that are not school-related, or host personal web pages at any time on the Division LAN or WAN. Exceptions to this shall only include school-approved, teacher-supervised, filtered, archived Internet communication, which occurs during the instructional day.

19. Failing to respect the Piggott School District computer system's resource limits
20. Using the computer system to disrupt others
21. Reading, modifying or deleting data owned by others, except as otherwise provided in this policy
22. Use of the computer system concurrent with a violation of the code of conduct or violation of any rule or regulation of the school or school system.
23. Users shall not bypass or attempt to bypass the Piggott School District's security measures through means such as, but not limited to, online proxies, bootable media, IP spoofing, etc.
24. Users shall not intentionally damage the system, damage information belonging to others, misuse system resources, or allow others to misuse system resources.
25. Users shall not alter or vandalize computers, networks, printers, or other associated equipment and system resources. Alteration or vandalism includes, but not limited to, removal of parts, intentional destruction of equipment, attempting to degrade or disrupt system performance, or attempting to make system resources unusable.
26. Users shall not relocate or remove technology equipment (hardware or software) from its location without permission from the Piggott School District Technology Department.
27. Users shall not use system resources to distribute or provide personal information or addresses that others may use inappropriately.
28. Users should be aware that electronic mail (e-mail) and all other files stored on Piggott School District network are the property of Piggott School District.
29. Users should not send any messages or create any files that they would not want to be made public. Space restrictions will be implemented according to Piggott School District guidelines.
30. Users shall maintain a strong password on Piggott School District computers, email system, and any other network logins at all times.

## **Violations Consequences**

1st Offense: Warning and documentation in personnel file

2nd Offense: Disciplinary action and formal improvement plan

3rd Offense: Possible suspension and/or recommendation for non-renewal or termination

## **Policy Statements**

The use of the Piggott School District computer system is a privilege, not a right, and the Acceptable Use Policy is designed to establish clear guidelines for adult stakeholders who have access to the Public School computer system. Be polite and use proper Network etiquette (the acceptable behavior the Internet community expects its citizens to follow)

### **Use appropriate language**

Respect both your own privacy and the privacy of others by not giving out personal information

Respect the rights of others by not wasting network resources  
Report threatening or harassing remarks or materials to administration

### **Permission Forms**

All users (staff members, substitute teachers, guests, and students and their parents) must sign an Acceptable Use Agreement to be eligible to work on any equipment connected to the network.

### **Acceptable Use Purpose**

#### **Internet Access**

1. Staff has access to Internet World Wide Web information resources through their classroom, media center, and/or computer lab on any equipment connected to the network. All Internet usage is monitored, and users should expect that their use may be reviewed at any time by the principal or superintendent.
2. Staff will be issued an e-mail account for business use.
3. If Teachers and support staff create a classroom website it will be in accordance with Piggott School District guidelines. Material placed on a web page must relate to the school, classroom, or program

### **Confidential Information**

Look at IT security for clarification

### **Responsibility**

Users are responsible for their individual accounts and should take all reasonable precautions to prevent others from being able to use their account. Under no conditions should users provide their passwords to anyone else.

### **Copyright**

### **COVERED IN AN ABOVE SECTION**

### **Benefits of Education**

We are in the 21st Century; our students must learn to utilize the tools and skills necessary to compete in a global economy. Students of today must think critically about global issues, work collaboratively on projects, and understand the significance of intellectual property, fair-use laws, and copyright regulations as they research the world in which they live. The Piggott School District computer system, coupled with Internet access, empowers our students to construct authentic meaning from classroom lessons.

### **Enforcing Acceptable Use Policies**

#### **Privacy Policies**

Users should not expect privacy in the contents of their personal files on the Piggott School District's network; they must realize that any information stored electronically on school-owned equipment is subject to Arkansas' Freedom of Information Act. The situation is similar to the rights staff and students have in regard to their lockers, desks, or other storage systems. The Piggott School District reserves the right to monitor, inspect, copy, review and store at any time and without prior notice, any and all usage of the computer network and/or internet usage. b. Parents of students have the right at any time to request a review of the contents of their children's electronic files or a conference with the teacher regarding electronic projects and/or research.

### **Liability Disclaimer**

The Piggott School District makes no guarantees that the functions of the services provided by or through the network will be error-free or without defect. The Piggott School District will not be responsible for any damage the user may suffer, including but not limited to, loss of data or interruptions of service. The Piggott School District is not responsible for the accuracy or quality of the information obtained through or stored on the network. The Piggott School District will not be responsible for financial obligations arising through the unauthorized use of the network. When using the network, one may sense they can more easily break a rule and not be caught. This perception is not accurate. Whenever users access the network or use technology equipment, they leave “electronic footprints.” Thus, the odds of getting caught in violations are really about the same as in the real world or in any other actions or situations.

## **Signature Forms**

### **Staff Agreement**

The acceptable and unacceptable uses of the Piggott School District’s equipment, network and the Internet access are described in this “Acceptable Use Agreement” for the Piggott School District and can be found on-line on the school website. By signing this agreement, I acknowledge that I have read, understand and agree to abide by the provisions of the Staff Acceptable Use Policy. I realize that all the rules of conduct described in this Piggott School District’s AUP, policies, procedures, and handbooks apply when I am using the Piggott School District’s network.

**Staff Name:** \_\_\_\_\_

Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Piggott School District Wireless Security Policy

### Overview

This wireless use policy defines the use of wireless devices for the Piggott School District and specifies how wireless devices shall be configured when used.

### Purpose

This policy is designed to protect the organizational resources against intrusion by those who would use wireless media to penetrate the network.

## Scope

This policy applies to all wireless devices in use by the organization or those who connect to the guest network for business related to the school.

## Authentication

Authentication of all devices will be enforced using WPA2 or better. All devices are added to the network by the IT department, and Service Set Identifiers (SSID) shall not contain information relative to the District, location, mission.

## Encryption

The encryption mechanisms of all approved wireless access points will be CCMP (AES or stronger)

## Configuration

There are 2 SSID's one for school use and one for public access. Both SSID are locked and equipment is only added by the IT department.

Only school issued technology devices are allowed on the school SSID. Only devices that have to be used in order to conduct business with the school district will be added to the guest SSID with a temporary passcode that expires.

Rogue devices are searched for and removed on a quarterly basis.

## Access Points

All wireless access points and wireless devices connected to the organizational network must be registered and approved by the designated IT department representative. All wireless devices are subject to IT department audits and penetration tests without notice.

## Authority

The acting Technology Director or highest level member of IT management shall have final authority over the management and security of wireless devices and wireless networking. This person may delegate these authorities as they see fit.

## Network Separation

This policy requires that parts of the network containing and supporting wireless devices directly (the wireless network) be separated from the part of the network that does not support wireless connections. The part of the network supporting wireless devices or connections shall be considered less trusted than the part of the network that does not. All file servers and internal domain controlling servers shall be separated from the public wireless network using a firewall.

## Allowable Wireless Use

1. Only wireless devices approved by make and model shall be used.
2. All wireless devices must be checked for proper configuration by the IT department prior to being placed into service.

3. Only school issued equipment is allowed on the school wireless network. No personal equipment allowed.
4. Temporary access is granted to non-school users to conduct business with the school. They are only granted access to the public wireless.
5. No school employee is allowed access to APSCN, or the Administration side of eSchool on any wireless device.

### Enforcement

Since improper use of wireless technology and wireless communications can open the network to additional sniffing and intrusion attacks, authorized and proper use of wireless technology is critical to the security of the organization and all individuals. Employees that do not adhere to this policy may be subject to disciplinary action up to and including dismissal.