

# **SOUTHSIDE SCHOOL DISTRICT #3**

**70 Scott Drive  
BATESVILLE, ARKANSAS 72501**

## **CLASSIFIED PERSONNEL POLICY HANDBOOK**

**2013-2014**

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Vonda Cowl  
President of School Board

## Preface

The purpose of the policies contained herein is to create a mutual understanding on which directors, administrators, employees, and patrons can work for the best interest of the pupils. These policies are not static but will be modified as the ever-changing needs of a progressive community dictate.

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## **Policy Formulation**

Adopted: November 8, 2004

Revised: June 10, 2013

The Southside School Board affirms through its policies and its policy adoption process, its belief that: (1) the schools belong to the people who create them by consent and support them by taxation; (2) the schools are only as strong as an informed citizenry and knowledgeable school staff allow them to be; (3) the support is based on knowledge of, understanding about, and participation in the efforts of its public schools. The following shall be the guidelines for policy adoption for the Southside School District.

### **General Policies**

Policies which are not personnel policies may be recommended by the Board or any member of the Board; by the Superintendent, Assistant Superintendent, any other administrator or employee of the District; committee appointed by the Board; or by any member of the public. Policies adopted by the Board shall be within the legal framework of the State and Federal Constitutions, and appropriate statutes, regulations, and court decisions.

When reviewing a proposed policy (non-personnel), the Board may elect to adopt, amend, refer back to the person proposing the policy for further consideration, take it under advisement, reject it, or refuse to consider such proposal.

### **Licensed and Classified Personnel Policies**

Personnel policies (including employee salary schedules) shall be created, amended, or deleted in accordance with State law:

#### **(1) Board Proposals:**

The Board may adopt a proposed personnel policy by a majority vote. Such policies may be proposed to the Board by a Board member or the Superintendent. The Board may choose to adopt the proposal, as a proposal only, by majority vote.

Following the adoption of a proposed personnel policy, the proposal must be presented to the appropriate Personnel Policy Committee (PPC). Such presentation shall be done writing, to all members of the Committee.

When the PPC has possessed the proposed personnel policy for a minimum of ten (10) working days from the date the PPC received the proposed policy (i.e., ten workdays, not including weekends or state or national holidays), the Chairman of the PPC, or the Chairman's designee, shall be placed on the Board of Director's meeting agenda to make an oral presentation to the Board to address the proposed policy. Following the presentation, the Board may vote at the same meeting at which the proposal is made, or, in any case, no later than the next regular Board meeting:

- (a) Adopt the Board's original proposed policy as a policy;
- (b) Adopt the PPC's counter proposed policy as a policy; or
- (c) Refer the PPC's counter proposed policy back to the PPC for further study and revision. Any such referral is subject to the same adoption process as a proposed policy originating from the board.

(2) Personnel Policies Committee Proposals:

Either PPC may recommend changes in personnel policies to the Board. When making such a proposal the Chairman of the PPC, or the Chairman's designee, shall be placed on the Board of Director's meeting agenda to make an oral presentation to the Board.

The Board may vote on the proposed policy at the same meeting at which the proposal is made, or, in any case, no later than the next regular Board meeting. In voting on a proposed policy from the PPC, the Board may:

- (a) Adopt the proposal;
- (b) Reject the proposal; or
- (c) Refer the proposal back to the Personnel Policies Committee for further study and revision.

Effective date of policy changes:

All personnel policy changes enacted during one fiscal year will become effective on the first day of the following fiscal year, July 1.

For a policy change to be made effective prior to July 1 of the following fiscal year, a vote must be taken of all licensed personnel or all classified personnel, as appropriate, with the vote conducted by the appropriate PPC. If, by a majority vote, the affected personnel approve, the policy becomes effective as of the date of the vote, unless otherwise specified by the Board in requesting such vote. No staff vote taken prior to final board action will be considered effective to make a policy change.

All non-personnel policy changes may become effective upon the Board's approval of the change, unless the Board specifies a different date.

Legal References:     A.C.A. § 6-13-619(c)  
                           A.C.A. § 6-17-204, 205  
                           A.C.A. § 6-18-502(b)(1)(2)

# GENERAL POLICIES

## 5.1 Selection

The school board will select classified personnel after they are recommended to the board by the superintendent. Their supervisor will make recommendation of employment, re-employment or dismissal to the superintendent. The re-employment of classified personnel will take place at the April or May meeting. Employees will notify the school of their intentions within one week after re-employment by the school board.

### 5.1.1 Classified Employment

Adopted June 11, 2012

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

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

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

## 5.2 Contracts

Adopted: November 8, 2004

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

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

## 5.3 Probation

Every employee hired by Southside School District will serve a minimum of one (1) year of

probation. This will be reflected on their contract.

## **5.4      Evaluation**

All classified personnel will be evaluated at least once each school year by their supervisor. The evaluator will have employees read and sign the evaluation before it is placed in the employee's file.

No person shall be 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.

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.

## 5.5

### **Classified Personnel Reduction In Force**

Adopted: 2-9-06

Revised: 6-11-2012

#### **Section One**

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

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

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

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

Total years of service to the district shall include non-continuous years of service; in other words, an employee who left the district and returned later will have the total years of service counted, from all periods of employment. Working fewer than 160 days in a school year shall not constitute a year. Length of service in a licensed position shall not count for the purpose of length of service for a classified position. There is no right or implied right for any employee to "bump" or displace any other employee. This specifically does not allow a licensed employee who might wish to assume a classified position to displace a classified employee.

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

If a classified employee is non-renewed under this policy, he or she shall be offered an opportunity to fill a classified vacancy comparable as to pay, responsibility and contract length to the position from which the employee was non-renewed, and for which he or she is qualified for a period of up to two (2) years, with the starting date of the two (2) year period being the date of board action on the non-renewal recommendation. The non-renewed employee shall be eligible to be recalled for a period of two (2) years in reverse order of the layoff to any position for which he or she is qualified. No right of recall shall exist for non-renewal from a stipend, or non-renewal or reduction of a stipend, or non-renewal to reduce contract length. Notice of vacancies to non-renewed employees shall be by first class mail to all employees reasonably believed to be both qualified for and subject to rehire for a particular position and they shall have 10 working days from the date that the notification is mailed in which to conditionally accept or reject the offer of a position with the actual offer going to the qualified employee with the most years of service who responds within the 10 day time period. A lack of response or a non-renewed employee's refusal of an offer of a position or an employee's acceptance of a position but failure to sign an employment contract within two business days of the contract being presented to the employee shall end the district's obligation to rehire the non-renewed employee and no further rights to be rehired shall exist.

## **Section Two**

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

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

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

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

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

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

## 5.6 Classified Personnel Grievances

Revised: June 11, 2007

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

### **Definitions**

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

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

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

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

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

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

### **Process**

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

If the grievance cannot be resolved by the immediate supervisor, the employee can advance the grievance to Level Two. To do this, the employee must complete the top half of the Level Two

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

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

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

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

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

The school board will address the grievance at the next regular meeting of the school board, unless the employee agrees in writing to an alternate date for the hearing. After reviewing the Level Two Grievance Form and the superintendent's reply, the board will decide if the grievance, on its face, is grievable under district policy. If the grievance is presented as a "group grievance," the Board shall first determine if the composition of the group meets the definition of

a “group grievance.” If the Board determines that it is a group grievance, the Board shall then determine whether the matter raised is grievable. If the Board rules the composition of the group does not meet the definition of a group grievance, or the grievance, whether group or individual, is not grievable, the matter shall be considered closed. (Individuals within the disallowed group may choose to subsequently re-file their grievance as an individual grievance beginning with Level One of the process.) If the Board rules the grievance to be grievable, they shall immediately commence a hearing on the grievance. All parties have the right to representation by a person of their own choosing who is not a member of the employee’s immediate family at the appeal hearing before the Board of Directors. The employee shall have no less than 90 minutes to present his/her grievance, unless a shorter period is agreed to by the employee, and both parties shall have the opportunity to present and question witnesses. The hearing shall be open to the public unless the employee requests a private hearing. If the hearing is open, the parent or guardian of any student under the age of eighteen years who gives testimony may elect to have the student’s testimony given in closed session. At the conclusion of the hearing, if the hearing was closed, the Board of Directors may excuse all parties except board members and deliberate, by themselves, on the hearing. At the conclusion of an open hearing, board deliberations shall also be in open session unless the board is deliberating the employment, appointment, promotion, demotion, disciplining, or resignation of the employee. A decision on the grievance shall be announced no later than the next regular board meeting.

### **Records**

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

### **Reprisals**

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

## **5.7 Classified Personnel Termination and Non-Renewal**

Revised: 5-12-2006

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

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

## **5.8 Suspension**

Any employee under contract may be suspended by the superintendent for the following causes:

- (1) Immorality,
- (2) Insubordination,
- (3) Failure to follow reasonable regulations and policies,
- (4) Disabilities impairing the performance of duties,
- (5) Inefficiency or incompetency.

## **5.9 Classified Personnel Assignments**

The superintendent shall be responsible for assigning and re-assigning classified personnel.

**5.10 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.

Southside School District classified personnel shall operate by the following calendar:

**Southside School District  
2013-2014 School Year  
Classified Calendar  
Adopted June 10, 2013**

<b>July 4</b>	<b>Independence Day</b>
<b>August 19</b>	<b>School Begins</b>
<b>Sept. 2</b>	<b>Labor Day Holiday</b>
<b>Nov. 28</b>	<b>Thanksgiving Holidays</b>
<b>Dec. 24-25</b>	<b>Holidays For Christmas Eve &amp; Christmas</b>
<b>Jan. 1</b>	<b>New Year’s Day Holiday</b>
<b>Jan. 2</b>	<b>Classes Resume</b>
<b>April 18</b>	<b>Good Friday Holiday</b>
<b>May 26</b>	<b>Memorial Day Holiday</b>

**Note: Employees Under 12-Month Contracts Who Miss Due To Inclement Weather Must Utilize Annual Leave, Personal Leave Or Accumulated Comp Time Or Suffer Loss Of Pay.**

Legal References: A.C.A. § 6-17-2301  
Arkansas Comprehensive Testing, Assessment, and Accountability Plan Rules

## **5.11**            **Classified Salary Schedule**

Revised:    June 10, 2013

All classified employees will be paid from the classified salary schedule. Allowances will be made in this schedule for years of experience. In accordance with Arkansas Act 1773 of Regular 2003 Session, this schedule will be adjusted yearly in July and shall be increased by a percentage equal to or greater than the consumer price index. See Appendix I for the current Classified Salary Schedule.

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

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

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

### **5.11.1**        **Long Term Certified Substitutes**

Southside School district values the importance of having certified teachers in the classrooms at all times, including during long-term absences by regularly contracted certified teachers. Southside School district shall have no single or combined classified individuals serving as a teacher in any single vacancy for more than 30 consecutive days.

After a substitute teacher, who has a college degree and an Arkansas Teaching Certificate, teaches 10 consecutive days for any one teacher, the daily rate as a certified teacher becomes the rate for which the substitute is qualified. The teacher will continue at that rate until the return of the contracted teacher to duty. Should the certified substitute roll into another long-term certified teaching role without a break in service to the district, the superintendent may waive the second 10-day period at substitute pay.

## **5.12**            **Pay Date**

Southside School District has established the 20th of each month or the last working day prior to that day as district payday.

### **5.13      Time Card Procedures**

1. Each employee must keep weekly time cards/sheets.
2. Time cards/sheets must be submitted to pay clerks a minimum of three days prior to the regular pay date. It will be the responsibility of each employee to submit time cards to their supervisor for his/her signature. It will be the responsibility of each supervisor to see that timecards are submitted to the pay clerks.
3. Absence Reports must be completed, signed by the supervisor and submitted to the central office for any amount of time that is missed.
4. Classified employees are entitled to one 15-minute paid break every four hours of work. Employees are not to clock out and will take these breaks at a time established by the employee's immediate supervisor.      Act 1752 of Regular 2003 Session.

## **5.14 Overtime, Comp Time, and Complying with FLSA**

Adopted April 13, 2004

The Southside School District shall comply with those portions of the Fair Labor Standards Act that relate to the operation of public schools. The act requires that covered employees be compensated for all hours worked at greater than or equal to the applicable minimum wage for workweeks of less than or equal to 40 hours. It also requires that employees be compensated for workweeks of greater than 40 hours at 1 ½ times their regular rate of pay either monetarily or through compensatory time.

### **Definitions**

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

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

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

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

Regular Rate of Pay includes all forms of remuneration for employment and shall be expressed as an hourly rate. Employees should be paid for each and every hour worked.

### **Employment relationships**

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

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

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

2. Between the District and any agency contracted with to provide transportation services, security services, or other services.

### **Hours Worked**

Employees shall be compensated for all the time they are required to be on duty 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 the 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 may be dismissed.

Employees whose normal workweek is less than 40 hours and who work more than their normal number of hours in a given workweek will be paid for up to and including 40 hours and may, at the District's option, be given compensatory time for the hours they worked in excess of 40 hours per week.

### **Breaks and Meals**

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

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

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

## **Overtime**

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

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

Provided the employee and the District have a written agreement or understanding before the work is performed, compensatory time off may be awarded in lieu of overtime pay for hours worked over 40 in a workweek and shall be awarded on a one-and-one-half (1 ½) 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 240. 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 year 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 to work overtime. It is the Board's desire to keep overtime worked to a minimum. To facilitate this, employees shall receive authorization from their supervisor in advance of working overtime except in the rare instance when it is unforeseen and unavoidable.

All overtime worked will be paid in accordance with the provisions of the FLSA, but unless the overtime was pre-approved or fit into the exceptions noted previously, disciplinary action may 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 comp time leave of more than 8 hours if possible. If, due to unforeseen or emergency circumstances, advance request was not possible an absence form shall be turned in the day the employee returns to work.

Payment for leave could be delayed or not occur if an employee fails to turn in the required leave form.

Leave may be taken in a minimum of 1 hour increments.

## **Record Keeping and Postings**

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

## **Cooperation with Enforcement Officials**

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

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

## **5.15            Sick Leave and Absences**

Revised: June 10, 2013

### **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.<sup>1</sup>
6. “Accumulated Sick Leave” is the total of unused sick leave, up to a maximum of one hundred, twenty (120) days accrued from previous contract, but not used.
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 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. 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, the District may require a written statement from the employee's physician documenting the employee's illness. Failure to provide such documentation of illness may result in sick leave not being paid, or in dismissal.

If the 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.

Classified employees shall be awarded bonus pay for unused sick leave quarterly based on the following schedule:

- A. \$75.00 for using zero (0) sick leave days per quarter.
- B. The quarters are defined as follows:
  - 1<sup>st</sup> quarter -- July 1<sup>st</sup> through September 30<sup>th</sup>.
  - 2<sup>nd</sup> quarter -- October 1<sup>st</sup> through December 31<sup>st</sup>.
  - 3<sup>rd</sup> quarter -- January 1<sup>st</sup> through March 31<sup>st</sup>,
  - 4<sup>th</sup> quarter -- April 1<sup>st</sup> through June 30<sup>th</sup>..

Bonus pay will not be awarded if an employee is absent because of FMLA, Workers' Compensation or leave without pay. Should extenuating circumstances occur where the intent of this policy not be in effect, the superintendent has the authorization to allow the implementation of the intent of the policy.

### **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 the District FMLA policy don't change, the District is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave within any applicable twelve (12) month period. To the extent the employee has accrued paid sick leave, any sick leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave including, once an employee exhausts his/her accrued sick leave, vacation or personal leave.

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

**5.15.1**      **BEREAVEMENT**  
Adopted:      May 14, 2007

A maximum of five (5) days leave, with full pay, per event, is allowed employees who have death in the immediate family. Immediate family shall be defined to include husband, wife, child, father, and mother. Two (2) days leave with full pay is allowed employees who have deaths including sisters, brothers, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren, and grandparents. One (1) day leave, with full pay, is allowed employees who have death in the family, which includes aunts, uncles, first cousins, grandparent-in-laws, nieces and nephews. Such days cannot be accumulated. Bereavement leave may begin only upon the death of a family member if in-state or upon the arrival of the deceased in this state if that individual lived out of state. Should extenuating circumstances occur where the intent of this policy not be in effect, the superintendent has the authorization to allow the implementation of the intent of the policy.

This allowance will not be paid for any day for which the employee is otherwise compensated or for any day for which the employee would otherwise not have been at work.

A maximum of one-half day leave, with full pay, is allowed for a representative from a school to attend the funeral of a school student.

A maximum of one-half day leave, with full pay, is allowed for a representative from a school to attend the funeral of a faculty member's spouse or child.

Documentation of attendance at funerals may be required to verify such leave.

## **5.16 Catastrophic Sick Leave Policy**

Extended Catastrophic Sick Leave Policy--for serious, incapacitating, catastrophic illness such as cancer, stroke, heart attack, and dangerous complications of childbirth requiring hospital confinement, etc. After the accumulated sick leave has been exhausted, the employee shall continue to draw their salary two thirds of the daily rate of their salary, for three (3) months, but will be subject to the following conditions:

1. Shall not exceed the contracted salary of the employee.
2. Shall terminate if death ensues.
3. Shall terminate at the end of the school year.
4. If the employee is re-elected for the next year, but is still incapacitated, pay less the substitute compensation will continue until the length of time indicated is expended or until the employee starts drawing long term disability.
5. If the employee takes early retirement, extended sick leave shall be terminated.
6. If the employee resigns, all salary shall be terminated with the exception of that which he/she may have already earned.
7. Extended sick leave must be approved by a committee consisting of one elementary school teacher, one middle school teacher, one high school teacher, one administrator, and one classified employee.
8. Must be certified by a physician as a catastrophic and incapacitating condition and approved by the Board of Education.

Catastrophic Sick Leave does not include; normal surgery such as gallbladder surgery, appendectomy, hysterectomy, etc.; normal pregnancy and delivery, including cesarean section; broken bones or illnesses where the employee would be allowed to return to work in six to eight weeks.

Other examples of catastrophic illness could include, other than the ones mentioned above, severe infections or other complications resulting from surgery or multiple fractures or fractures severe enough that multiple surgeries are required.

## **5.17 Payment For Unused Sick Leave at Retirement**

Retiring faculty and staff, who have been employed by Southside School District for a minimum of ten years, will be paid for the balance of their unused sick leave up to a maximum of 90 days.

Classified employees will be paid at the rate at which classified substitute teachers are paid.

### **5.17.1 Employees entering T-Drop or retiring at age 60 and continuing to work.**

Effective in the 2000-2001 school year any employee who elects to enter the T-Drop program of the Arkansas Teacher Retirement System/Arkansas Public Employees Retirement System or any employee who at age 60 elects to retire under the Arkansas Teacher Retirement System/Arkansas Public Employees Retirement System and continue to work for the Southside School District may choose to have up to 90 days of sick leave purchased at the end of the last year of active membership thereby having this payment apply to their last year of calculated service.

Employees who have been employed by Southside School District for a minimum of 10 years will be eligible to be paid for the balance of their unused sick leave up to a maximum of 90 days. Certified teachers will be paid at the rate at which certified substitute teachers are paid. Classified employees will be paid the rate at which classified substitute teachers are paid.

The decision shall be made in writing to the superintendent by May 31st of the active membership contract year.

The balance of sick days shall then be reduced by up to 90 days and shall then begin to accumulate again for the employee in the normal manner for remaining years of employment with the district.

Once a participant has been paid for unused sick leave under this option, the accumulated days acquired under subsequent employment shall not be paid for upon resignation or retirement.

An employee who elects to enter the T-Drop program or retire at age 60 is not required to have accumulated sick days purchased, and may opt to keep the days accumulated which will transfer to subsequent years under the normal manner described under sick leave policies.

## **5.18            Transferring Sick Leave**

Revised: June 10, 2013

Any employee of the Southside School District may transfer his or her own sick leave days under the following requirements:

1.        The receiving employee has exhausted his or her accumulated sick leave days and personal leave days and has a balance of zero (0) days.
2.        The transferring employee has an accumulation of one or more sick leave days.
  - a.        .The Maximum number of days that the transferring employee can transfer to another employee per year without prior approval by the superintendent is ten.
3.        The receiving employee is not required to repay the donor.
4.        The transferring employee makes a written request that a specific number of days be transferred, not to exceed the sick leave balance of the transferring employee.
5.        The sick leave bonus allowed by district policy will be lost if days are given to another employee in the same manner as if they were used.
6.        Sick leave days transferred from one employee to the other under this policy will never be allowed to create a positive balance for the receiving individual. Days donated will include the date and time of the donation. Donated days will be used on the first donated, first used basis. Any donated days not used in that school year will be re-credited to the original donor at the end of the contract year.
7.        This policy will not apply to days missed and already deducted from an employee's contracted days.

Employees are credited with sick leave days at the beginning of each contracted year, based on each employee working for the entire term of his or her contract, at the rate of one day per month or the major portion thereof that the employee is under contract. Employees who have exhausted all sick leave, whether their own or that transferred to them, who miss work because of personal or family sickness will have their pay docked accordingly. Any employee who uses or transfers all of his or her sick leave days and whose employment is then terminated for any reason will have his or her last paycheck reduced for the used or transferred sick leave days that were not earned.

## **5.19 Classified Employees Personal Leave**

Revised: 5-12-2006

Employees of the district working 20 or more hours per week receive two (2) days of personal leave per contract year. An employee may take personal leave when he must be absent from work for reasons which do not entitle the employee to take sick leave. An employee may also elect to take personal leave when the school is closed due to snow or other emergencies which would otherwise result in lost wages for the hourly employee.

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

Personal leave days may be accumulated. No more than 5 days may be used in one year and no more than 5 days may be carried over to the next year.

## **5.20 Vacation Policy-Full Time Personnel**

Full time personnel employed for a twelve month position shall be entitled to paid vacation according to the following schedule:

1st year	1 week (5 days)
2nd-9th year	2 weeks (10 days)
10th year & up	3 weeks (15 days)

If an employee has been employed by the district with a less than 12 month contract and then is moved into a 12 month position, their vacation leave schedule will begin with 1 week vacation; the following 2-9 years will be 2 weeks, and after 9 years in a 12 month position their vacation leave will be 3 weeks.

Employees hired after the beginning of the fiscal year shall earn vacation at the rate of .42 days per month. Personnel hired on or after January 1 will not receive two weeks vacation until July of the following year.

All vacation time must be pre-approved by the employee's supervisor. Employees will not be allowed to take more than one week vacation at a time or to take all vacation in the summer unless it is for a special reason and must be approved by their supervisor. In the event that a mutually agreeable time cannot be arranged, the Superintendent will be consulted and the needs of the District will always receive first consideration.

Classified personnel may not use personal or vacation days during the first two weeks or the last two weeks of school unless approved by the superintendent.

## **5.21 Paid Holidays**

Revised: June 10, 2013

Southside School District recognizes the following paid holidays:

1. July 4<sup>th</sup>
2. Labor Day
3. Thanksgiving Day
4. Christmas Eve Day
5. Christmas Day
6. New Year's Day
7. Good Friday
8. Memorial Day

Classified employees will receive their contracted daily rate for these paid holidays provided they are contracted and working on the date of the holiday.

Employees who are on extended leave (i.e. FMLA or Worker's Compensation) will not receive payment for any holiday which occurs during their leave.

## **5.22 Leave of Absence**

To obtain a leave of absence an employee must make his request in writing to the superintendent of schools. In his letter requesting leave, he should state the reason for the leave, the tentative dates he wishes the leave to begin and end, and any other information required for the particular type of leave he desires.

### A. Purpose of Leave.

1. Personal Illness
2. Bodily Injury
3. Illness in the Immediate Family
4. Maternity Leave
5. Professional Study and Improvement

### B. Conditions of Leave

1. A leave of absence is granted for a maximum of one-half year.
2. All leaves are without pay.
3. Granting of a leave of absence by the Board of Education signifies its intention to re-employ the person in a same or equal position upon termination of leave.

### **5.22.1 Public Office – Classified Personnel**

Adopted: June 11, 2012

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

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

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

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

Legal Reference:      A.C.A. § 6-17-115

## **5.23 Classified Personnel Family Medical Leave**

Last Revised: June 10, 2013

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

### **SECTION ONE**

#### **Definitions:**

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

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

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

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

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

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

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

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

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

Year: the twelve (12) month period measured forward from the date any employee used any FLMA leave for reasons 1 through 5.

### **Policy**

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

### **Leave Eligibility**

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

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

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

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

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

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

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

#### **Designation Notice to Employee**

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

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

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

All FMLA leave is unpaid unless substituted by applicable accrued leave. The District requires employees to substitute any applicable accrued leave (in the order of sick , personal, or vacation leave as may be applicable) for any period of FMLA leave.<sup>56</sup>

#### **Health Insurance Coverage**

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

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

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

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

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

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

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

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

### **Reporting Requirements During Leave**

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

### **Return to Previous Position**

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

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

## **Provisions Applicable to Section One**

### **Employee Notice to District**

#### **Foreseeable Leave:**

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

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

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

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

#### **Unforeseeable Leave:**

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

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

## **Medical Certification**

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

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

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

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

No second or third opinion on recertification may be required.

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

## **Substitution of Paid Leave**

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

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

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

### **Return to Work**

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

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

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

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

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

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

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

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

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

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

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

The FMLA definition of "instructional employees" covers a small number of classified employees. Any classified employee covered under the FMLA definition of an "instructional employee" and whose FMLA leave falls under Act's special leave provisions relating to "instructional employees" shall be governed by the applicable portions of The Licensed Personnel Family Medical Leave policy.

## **SECTION TWO**

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

#### **Leave Eligibility**

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

#### **QUALIFYING EXIGENCY**

An eligible employee may take FMLA leave for any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been

notified of an impending call or order to covered active duty) in the Armed Forces. Examples include issues involved with short-notice deployment, military events and related activities, childcare and school activities, the need for financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and other activities as defined by federal regulations.

### **Definitions:**

**Covered active duty** means

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

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

### **Certification**

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

### **Employee Notice to District**

#### **Foreseeable Leave:**

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

#### **Unforeseeable Leave:**

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

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

### **Substitution of Paid Leave**

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

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

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

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

The FMLA definition of "instructional employees" covers a small number of classified employees. Any classified employee covered under the FMLA definition of an "instructional employee" and whose FMLA leave falls under Act's special leave provisions relating to "instructional employees" shall be governed by the applicable portions of The Licensed Personnel Family Medical Leave policy.

## **SERIOUS ILLNESS**

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

### **Definitions:**

Covered Service Member is

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

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

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

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

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

Serious Injury or Illness:

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

Son or daughter of a covered service member means a covered service member's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered service member stood in loco parentis, and who is of any age.<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 service member and ends 12 months after that date.

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

If husband and wife are both eligible employees employed by the District, the husband and wife are entitled to a combined total of 26 weeks of leave during one 12-month period to care for their

spouse, son, daughter, parent, or next of kin who is a **covered service member** with a serious injury or illness as defined in this policy. A husband and wife who care for such a covered service member continues to be limited to a combined total of 12

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

### **Medical Certification**

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

### **Employee Notice to District**

#### **Foreseeable Leave:**

When the need for leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury is clearly foreseeable at least 30 days in advance, the employee shall provide the

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

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

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

#### **Unforeseeable Leave:**

When the approximate timing of the need for leave is not foreseeable, an employee shall provide the District notice of the need for leave as soon as practicable given the facts and circumstances of the particular case. Ordinarily, the employee shall notify the District within two (2) working

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

### **Substitution of Paid Leave**

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

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

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

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

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

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

The FMLA definition of "instructional employees" covers a small number of classified employees. Any classified employee covered under the FMLA definition of an "instructional employee" and whose FMLA leave falls under Act's special leave provisions relating to "instructional employees" shall be governed by the applicable portions of The Licensed Personnel Family Medical Leave policy.

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

## **5.24 JURY DUTY**

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.

Legal Reference: A.C.A. § 16-31-106

Last Revised: June 14, 2010

## **5.25 Dress Code**

School employees are hired by the public and should dress in the appropriate attire while performing their duties for the district.

## 5.26

### **Drug Free Workplace – Classified Personnel**

Revised: 5-12-2006

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

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

Should any employee be found to have been under the influence of, or in illegal possession of, any illegal drug or controlled substance or under the influence of alcohol, 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.

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

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

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

Any employee who is charged with a violation of any state or federal law relating to the possession, use or distribution of illegal drugs, other controlled substances or alcohol, or of drug paraphernalia, must notify his immediate supervisor within five (5) week days (i.e., Monday

through Friday, inclusive, excluding holidays) of being so charged. The supervisor who is notified of such a charge shall notify the Superintendent immediately. If the supervisor is not available to the employee, the employee shall notify the Superintendent within the five (5) day period.

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

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

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

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

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

## **5.26.1— Classified Employees Drug Testing**

Adopted: June 11, 2007

### **Scope of Policy**

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

### **Methods of Testing**

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

### **Definition**

Safety sensitive function includes:

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

### **Requirements**

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

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

## **Prohibitions**

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

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

## **Testing for Cause**

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

## **Refusal to Submit**

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

- Failed to appear for any test within a reasonable period of time as determined by the employer consistent with applicable Department of Transportation agency regulation;
- Failed to remain at the testing site until the testing process was completed;
- Failed to provide a urine specimen for any required drug test;
- Failed to provide a sufficient amount of urine without an adequate medical reason for the failure;
- Failed to undergo a medical examination as directed by the Medical Review Officer as part of the verification process for the previous listed reason;

- Failed or declined to submit to a second test that the employer or collector has directed the driver to take;
- Failed to cooperate with any of the testing process; and/or
- Adulterated or substituted a test result as reported by the Medical Review Officer.

### **Consequences for Violations**

Drivers who engage in any conduct prohibited by this policy, who refuse to take a required drug or alcohol test, refuse to sign the request for information required by law, or who exceed the acceptable limits for the respective tests shall no longer be allowed to perform safety sensitive functions. Actions regarding their continued

employment shall be taken in relation to their inability to perform these functions and could include termination or non-renewal of their contract of employment.

Drivers who exhibit signs of violating the prohibitions of this policy relating to alcohol or controlled substances shall not be allowed to perform or continue to perform safety-sensitive functions if they exhibit those signs during, just preceding, or just after the period of the work day that the driver is required to be in compliance with the provisions of this policy. This action shall be based on specific, contemporaneous, 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 not less than 24 hours from the time the test was administered. Unless the loss of duty time triggers other employment consequence policies, no further other action against the driver is authorized by this policy for test results showing an alcohol concentration of less than 0.04.

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

## **5.27            Tobacco Free Schools**

It will be the policy of the school district that all uses of tobacco and tobacco products, including smokeless tobacco, will be prohibited in all of the district's facilities and grounds. At no time will the use of tobacco and tobacco products be permitted in classrooms, corridors, restrooms, Locker rooms, work areas, cafeterias, offices, faculty lounges, gymnasiums, all other rooms, buses, and school vehicles.

It is the intention of the Board of Education that this policy will become effective on July 1, 1994. It will apply to all employees of the school district, to all students enrolled in the school district, to all visitors of the school district, to spectators at various contests and activities and to all other persons who are authorized to be in the district's facilities.

The following guidelines will govern tobacco use for visitors on school property:

- \*     Appropriate signs illustrating the tobacco use policy will be prominently displayed.
- \*     Person and organizations using the facilities will agree to abide by the tobacco free policy.
- \*     Visitors who are observed using tobacco products will be asked to refrain.
- \*     If the individual fails to comply, school personnel may ask the individual to leave school property.
- \*     Repeated violations may result in a recommendation to the superintendent to prohibit the individual from coming on school property.

The following guidelines will govern use of tobacco by employees:

- \*     1st Offense (in a one year period) - Verbal warning from the employee's immediate supervisor.
- \*     2nd Offense (in a one year period) - Written warning from the employee's immediate supervisor, with a copy placed in the employee's personnel file.
- \*     3rd Offense and subsequent offenses (in a one year period) -Disciplinary action of one-day suspension without pay.

### **5.27.1 Classified Personnel Tobacco Use**

Adopted: June 10, 2013

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

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

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

Legal Reference: A.C.A. § 6-21-609

## **5.28 Classified Personnel Workplace Injuries and Workers' Compensation**

Date Adopted: June 10, 2013

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 administration building personnel. 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.

A Workers' Compensation absence may run concurrently with FMLA leave 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.

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

- the 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;
- an employee 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;
- an employee whose WC claim is accepted by the WC insurance carrier as compensable and is absent for 14 or more days will be credited back that portion of sick leave for the first seven (7) days of absence that is not necessary to have brought the total amount of combined income up to 100% of the employee's usual contracted gross pay.

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

## **5.29 Use of School Facilities**

1. Employees of Southside School District shall not use district equipment for personal use.
2. Before any building is used the sponsoring organization must agree to maintain order and be responsible for any damage to the building or equipment. The cost of school personnel to supervise and clean up the facilities will be the responsibility of the sponsoring organization.
3. Requests for uses of school facilities must be made to the administrative head of the school at least one week in advance.
4. Exceptions will be made upon approval of the administration.

## **5.30 Classified Personnel Cell Phone Use:**

Revised: June 11, 2012

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 a school issued cell phones and/or computers for non-school purposes, except as permitted by District policy, shall be subject to discipline, up to and including termination. School employees who are issued District cell phones due to the requirements of their position may use the phone for personal use on an “as needed” basis provided it is not during designated work time.<sup>2</sup>

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.

Legal References: IRC § 132(d)  
IRC § 274(d)  
IRC § 280F(d)(4)

## 5.31 Classified Personnel Responsibilities Governing Bullying

Revised: June 10, 2013

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.

### Definitions:

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

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

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

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

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

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

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

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

- a. Sarcastic "compliments" about another student's personal appearance,
- b. Pointed questions intended to embarrass or humiliate,
- c. Mocking, taunting or belittling,
- d. Non-verbal threats and/or intimidation such as "fronting" or "chesting" a person,
- e. Demeaning humor relating to a student's race, gender, ethnicity or personal characteristics,
- f. Blackmail, extortion, demands for protection money or other involuntary donations or loans,
- g. Blocking access to school property or facilities,
- h. Deliberate physical contact or injury to person or property,
- i. Stealing or hiding books or belongings, and/or
- j. Threats of harm to student(s), possessions, or others.
- k. Sexual harassment is also a form of bullying and or/
- l. Teasing or name- 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

### **5.32            Public Gifts and Donations to the Schools**

Adopted: 11- 8- 2004

The Southside School District and the Board of Education may receive monetary gifts or donations of goods or services which serve to improve or enhance the goals of the District. Any gifts to the District become the property of the District and are subject to the same regulations as any other District owned property.

It is a breach of ethical standards and a violation of Arkansas law for any Board member, administrator, or District employee to, in any manner, receive a gift in return for employment, or to influence the award of any contract or transaction with the District. Prior to accepting any gift or donation in the name of a school or the District, all personnel shall examine the “reasonableness” of the gift against its potential for real or perceived violation of the aforementioned ethical standards.

The Board reserves the right to not accept any gift or donation that would not contribute to the attainment of District goals or that would obligate the District to unacceptable outlays of District resources. The administration shall present for Board consideration and approval any gifts or donations that they deem could so obligate the District.

The Board will strive to honor the donor’s intent regarding gifts earmarked for a specific purpose. Laws and District’s needs change with time and the District reserves the right to adjust the use of any gift to meet current needs of the educational program.

### **5.33            Fund Raising**

Adopted: 11-8-2004

All fund raising activities held in the Southside School District or in the name of the Southside School District must be pre-approved in writing by the Superintendent and affected school principal. Approval will be predicated on the potential for return relative to the time and energy to be invested in the fund raising. Fund raising that conflicts excessively with and/or detracts from student or teacher instructional time in either the planning or the execution of the activity will not be approved.

Neither an individual school nor the District shall be liable for any contract between clubs or organizations and third parties.

Student participation in any fund raising activity shall:

1. Be voluntary. Students who choose not to participate shall not forfeit any school privileges. It shall not be considered discriminatory to reward those who participate; and
2. Not influence or affect the student’s grade.

#### **Secondary Schools**

Fund raising in the secondary schools may only be done by officially sanctioned student clubs, spirit groups, school PTAs, or parent booster clubs. Student clubs and spirit groups must receive written approval from their

sponsor and the school principal before submitting the fund raising proposal to the Superintendent.

Door to door fundraising activities are generally discouraged. If approved, students wishing to participate who are under the age of eighteen (18) must return to their sponsor a signed parental notification and permission form.

### **Elementary Schools (K-6)**

Fund raising in the elementary schools may only be done by the school or a school sponsored organization. Door to door fundraising activities are generally discouraged, but there shall be no more than one such activity per school per school year.

Schools must provide written notification of the following to parents or legal guardians of elementary students who participate in fund raising programs.

Student participation in fund raising programs is voluntary;

Students who do not participate will not forfeit any school privileges;

Students may not participate in fund raising programs without written parental permission returned to school authorities;

An elementary student who sells fund raising merchandise door to door must be accompanied by a parent or an adult; and

Unless the school provides supervision, parents must accept responsibility for appropriate adult supervision.

### **5.34 Cash in Classrooms**

Adopted: 11-8-2004

Employees of the Southside School District shall deposit daily to the principal's office all activity funds collected. No cash or checks are to be left in any classroom overnight.

### **5.35. Personal Property**

Adopted: 11-8-2004

To avoid confusion and the potential for misunderstandings, Southside School District staff who bring personal property to school to use in the performance of their jobs should label the items with their names. Any such items should be removed from the school at the close of school each year. The District assumes no responsibility for damage to, or the loss of, personal property brought to District facilities by District staff.

5.36

**Volunteers**

Adopted: 11-8-2004

Enlisting the support of volunteers is a way in which the Southside School District can expand the scope of resources and knowledge available to enrich the students' educational experiences, while strengthening the relationship between the school and the community. Volunteers can also perform non-instructional tasks that allow certified personnel more time to devote to instruction.

The Parent Services Coordinator shall be responsible for establishing and maintaining a program to coordinate the services volunteers are willing and able to contribute with the needs of District personnel. The program shall establish guidelines to ensure volunteers are aware of pertinent District policies and rules. The guidelines should also include provision for evaluation of the volunteer program and a method for soliciting suggestions from both the volunteers and staff for its improvement.

Volunteers will receive training to acclimate them to the Southside School discipline policies, rules and procedures.

Volunteers who violate school policies and rules; or knowingly allows students to violate school rules, may be asked to leave the school campus.

**5.37 Classified Personnel Reimbursement of Travel Expenses**

Adopted: June 11, 2007

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.

## **5.38 Complaints**

Adopted: June 11, 2007

It is a goal of the Board and the District to be responsive to the community it serves and to continuously improve the educational program offered in its schools. The Board or the District welcomes constructive criticism when it is offered with the intent of improving the quality of the system's educational program or the delivery of the District's services.

The Board formulates and adopts policies to achieve the District's vision and elects a Superintendent to implement its policies. The administrative functions of the District are delegated to the Superintendent who is responsible for the effective administration and supervision of the District. Individuals with complaints concerning personnel, curriculum, discipline (including specific discipline policies), coaching, or the day to day management of the schools need to address those complaints according to the following sequence:

1. Teacher, coach, or other staff member against whom the complaint is directed
2. Principal
3. Superintendent

Other than in the few instances where statutorily allowed or required, student discipline and personnel matters may not be discussed in Board meetings. Individuals with complaints regarding such matters need to follow the sequence outlined above.

Unless authorized by the Board as a whole for a specific purpose, no individual Board member has any authority when acting alone. District constituents are reminded that the Board serves as jury in matters regarding student suspensions initiated by the Superintendent, expulsions, and personnel discipline.

### **5.39 Wellness Policy**

Adopted: June 11, 2007

The health and physical well-being of our students directly affects their ability to learn. Childhood obesity increases the incidence of adult diseases occurring in children and adolescents such as heart disease, high blood pressure and diabetes. The increased risk carries forward into their adulthood. Research indicates that a healthy diet and regular physical activity can help prevent obesity and the diseases resulting from it. It is understood that the eating habits and exercise patterns of students cannot be magically changed overnight, but at the same time, the board of directors believes it is necessary to strive to create a culture in our schools that consistently promotes good nutrition and physical activity.

The problem of obesity and inactivity is a public health issue. The board is keenly aware that it has taken years for this problem to reach its present level and will similarly take years to correct. The responsibility for addressing the problem lies not only with the schools and the Department of Education, but with the community and its residents, organizations and agencies. Therefore, the district shall enlist the support of the larger community to find solutions which improve the health and physical activity of our students.

#### **Goals**

In its efforts to improve the school nutrition environment, promote student health, and reduce childhood obesity, the district will adhere to the Arkansas Rules Governing Nutrition and Physical Activity Standards in Arkansas Public Schools. Adhering to these Rules will include, but is not limited to district efforts to

1. Appoint a district school health coordinator who shall be responsible for ensuring that each school fulfills the requirements of this policy;
2. Implement a grade appropriate nutrition education program that will develop an awareness of and appreciation for nutrition and physical activity throughout the curriculum;
3. Enforce existing physical education requirements and engage students in healthy levels of vigorous physical activity;
4. Strive to improve the quality of physical education curricula and increase the training of physical education teachers;
5. Follow the Arkansas Physical Education and Health Education Frameworks in grades K-12;
6. Not use food or beverages as rewards for academic, classroom, or sports performances;
7. Ensure that drinking water is available without charge to all students;
8. Establish class schedules, and bus routes that don't directly or indirectly restrict meal access;
9. Provide students with ample time to eat their meals in pleasant cafeteria and dining areas;
10. Establish no more than nine (9) school wide events which permit exceptions to the food and beverage limitations established by Rule. The schedule of the events shall be by school, approved by the principal, and shall be part of the annual school calendar;
11. Abide by the current allowable food and beverage portion standards;
12. Meet or exceed the more stringent of Arkansas' or the U.S. Department of Agriculture's Nutrition Standards for reimbursable meals and a la' carte foods served in the cafeteria;

13. Restrict access to vended foods, competitive foods, and foods of minimal nutritional value (FMNV) as required by law and Rule;
14. Conform new and/or renewed vending contracts to the content restrictions contained in the Rules and reduce district dependence on profits from the sale of FMNV.
15. Provide professional development to all district staff on the topics of nutrition and/or physical activity;
16. Utilize the School Health Index available from the Center for Disease Control (CDC) to assess how well the district is doing at implementing this wellness policy and at promoting a healthy environment for its students;

### **Advisory Committee**

To enhance the district's efforts to improve the health of our students, a School Nutrition and Physical Activity Advisory Committee (SNPAAC) shall be formed. It shall be structured in a way that ensures age-appropriate recommendations are made which correlate to our district's grade configurations

Legal References:     Richard B. Russell National School Lunch Act 42 U.S.C. § 1751 et seq.  
                              Child Nutrition Act of 1966 42 U.S.C. § 1771 et seq.  
                              A.C.A. §§ 20-17-133, 134, and 135  
                              ADE Rules Governing Nutrition and Physical Activity Standards in  
                              Arkansas Public Schools  
                              Allowable Competitive Foods/Beverages - Maximum Portion Size List for  
                              Middle, Junior High, and High School  
                              Nutrition Standards for Arkansas Public Schools (Commissioner's Memo  
                              FIN-06-106)

## **5.40 Classified Personnel Social Networking and Ethics**

Date Adopted: June 30, 2011

Date Revised: June 10, 2013

### **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. 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<sup>1</sup> to promote communications with students, parents, and the community concerning school-related activities and for the purpose of supplementing classroom instruction. Accessing professional/education social media during school hours is permitted.

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

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

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

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

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

#### 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.

Legal Reference:      A.C.A. § 11-2-124

## **5.41— Classified Personnel Sexual Harassment**

Date Adopted: June 30, 2011

The Southside 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 orientation; 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)

## **5.42 Classified Personnel Video Surveillance and Other Monitoring**

Date Adopted: June 30, 2011

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.

**5.43—Classified Personnel who are mandatory reporters duty to report child abuse, maltreatment or neglect.**

Date Adopted: June 30, 2011

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

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

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

Notes: <sup>1</sup> For a listing of who qualifies as mandatory reporters refer to A.C.A. § 12-18-402(b).

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

## **5.44— Obtaining and Releasing Student’s Free and Reduced Price Meal Eligibility Information**

Date Adopted: June 10, 2013

### **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,<sup>1</sup> 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>1,2</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, ~~and~~ IA 99-011,  
                                  and FIN 13-018  
                                  ADE Eligibility Manual for School Meals Revised July 2008-2012  
                                  7 CFR 210.1 – 210.31  
                                  7 CFR 220.1 – 220.22  
                                  7 CFR 245.5, 245.6, 245.8  
                                  42 USC 1758(b)(6)

## **5.45 -- Classified Personnel Debts**

Date Adopted: June 10, 2013

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.

**5.46—EMPLOYEE LUNCHES/DEBTS TO DISTRICT**

**Adopted: June 11, 2007**

**In some situations, employees of the district may have need to delay payment for meals they eat in our cafeterias until a later time. To insure such debt is cleared, all employees who wish to charge in our cafeteria program must sign an agreement prior to the initial charge that the amount of any outstanding balances against their accounts will be deducted from the employee's final paycheck of the contract school year.**

**Southside School District  
Employee Cafeteria  
Credit Agreement**

**I, \_\_\_\_\_, in order to be allowed to charge meals in Southside School's cafeterias, agree to have any outstanding balances at the end of each current school year deducted from my final paycheck from the district. I understand that my ability to charge such meals is contingent upon this agreement.**

**Teacher's Signature** \_\_\_\_\_

**Cafeteria Manager** \_\_\_\_\_

**Date of Agreement** \_\_\_\_\_

## **5.47 Classified Personnel Weapons on Campus**

Adopted: June 10, 2013

### **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.

Possession of a firearm by a school district employee anywhere on school property, including parking areas and in or upon a school bus, will result in disciplinary action being taken against the employee, which may include termination or nonrenewal of the employee.

### **Other Weapons**

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

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

## **5.48**

### **Commercial Driver's License (CDL)**

#### **Drug and Alcohol Program Policy and Procedures**

- I. **PURPOSE:** To establish guidelines for a drug and alcohol testing program for employees of the Southside School District. Any employee required to transport students by school bus or other vehicle is specifically covered under this policy.
- II. **PERSONNEL AFFECTED:** Any employee who may be involved in the transportation of students within the Southside School District.

#### **Program Review**

1. The safety and security of the school district employees and students will be maintained as a high priority. The influence or use of drugs, including alcohol, is capable of threatening the safety of students and cannot be tolerated. The school district is committed to providing a drug-free work environment for the safety of students and employees.
2. The possession, use, transfer or sale of alcohol and/or any illegal drug during the work day is strictly prohibited and will result in termination. Being under the influence of alcohol and/or any illegal drug during the work day is also strictly prohibited and will result in termination. Due process will be followed.

#### **Definitions**

1. Abuse and/or untimely use of alcohol-Having an alcohol concentration in the blood or breath of 0.04 percent or greater or having an alcohol concentration in the blood or breath in any amount or degree when coupled with impairment of the employee's ability to safely, properly and effectively perform his/her assigned duties.
2. Drug-Any substance (other than alcohol) that has known mind or function-altering effects on a human subject, specifically including any psychoactive substance and including but not limited to, controlled substances.
3. Controlled substance-Has the meaning assigned by the Federal Government and includes all substances listed on schedules listed in the Code of Federal Regulations, Parts 1301-1306, and as they may be revised from time to time.

4. Abuse and/or untimely use of controlled substances and/or drugs-
  - a. Testing positive for the presence of any controlled substances in the body in any amount or degree, when coupled with impairment of the employee's ability to safely, properly, and effectively perform his assigned duties, or
  - b. Testing positive for the presence of any drugs in the body at or above the lowest cutoff level as established by the analytical methods used by the testing laboratory as approved by the district.
5. Drug Screener/Collector-The person responsible for collection of specimens under this program.
6. Drug Program Facilitator-The Superintendent and Coordinator of Maintenance & Transportation will be responsible for administration of this program.
7. Work day- The time beginning when an employee reports for work until the employee finishes work and leaves district property (including any rest and lunch breaks) or any time an employee is traveling on district business.
8. At fault- Person responsible or who caused the accident and determined at fault by law enforcement investigation report or from an investigation conducted by the district.

### **Job Applicant Testing**

1. Applicants considered for jobs covered by this program will be subject to requirements to undergo drug and/or alcohol screening prior to their employment.
2. Confirmed presence of alcohol, illegal drugs, or a controlled substance, without adequate explanation, will result in the applicant not being eligible for employment.

### **Random Employee Testing**

1. To maintain the district's priority of assuring the safety, health and well-being of students, employees and the traveling public, the district retains the right to randomly test for alcohol and illegal drugs on all employees who are covered by this program.
2. A confirmed positive test, without adequate explanation, will result in termination.

### **Employee Testing for Cause**

1. The Drug Program Facilitator or a district administrator who has reasonable suspicion that an employee under his supervision is guilty of abuse and/or untimely use of alcohol and abuse and/or untimely use of controlled substances and/or drugs may require the employee to undergo a drug and/or alcohol test. Reasonable suspicion may be based, among other things, on an employee's observed behavior which is indicative of drug or alcohol use, or reports from a reliable source of suspected drug use or possession or use of drugs and/or alcohol.
2. The Drug Program Facilitator or the employee's immediate supervisor will follow the following process in cases where he reasonable suspects abuse and/or untimely use of alcohol or abuse and/or untimely use of controlled substances and/or drugs:
  - a. Solicit an explanation from the employee for any behavior which creates a reasonable suspicion of a violation of this program.
  - b. If the employee cannot satisfactorily explain the behavior, the supervisor may request the employee to undergo a drug and/or alcohol test.
  - c. A confirmed positive test, without an adequate explanation, will result in termination.

### **Employee Accident-Related Testing**

The district will require an employee to undergo drug and/or alcohol testing when involved in an accident in which the employee is considered at fault, or which results in personal injury or property damage estimated to be in excess of Arkansas State Statute 75-1459-75-1460 while operating a vehicle owned, leased or rented by the district. A confirmed positive test, without adequate explanation, will result in termination.

### **Employee Refusal**

Refusal to take the test immediately or failure to cooperate fully as requested during the testing procedures will be considered as being an act of insubordination and will result in termination unless an adequate explanation is provided.

### **Explanation and Reconfirmation**

Both applicants and employees may provide a written explanation for their positive test results and request reconfirmation of their original sample at their own expense.

### **Employee Notification**

All employees and job applicants will be advised of the district Drug Testing Program. Notice of the program will be posted on employee bulletin boards and copies of the program will be made available to job applicants and employees to review.

### **Employee Appeal**

Any employee may appeal his discharge or other disciplinary action taken under this policy. Any employee may appeal his discharge or any other disciplinary action to the extent and in the manner such appeal is authorized by Board policy or appropriate law.

### **Testing Times for Employees**

All employees who are subject to drug and/or alcohol testing will be tested during the work day at a time designated by the Drug Program Facilitator or a district administrator, except in such cases as this policy requires employees to be tested for cause or as a result of an accident, where upon the Drug Program Facilitator or a district administrator may conduct testing at any time. Job Applicants will receive no compensation for testing.

### **Use of Authorized Drugs**

Prior to the start of their work, employees must report their use of any prescription and/or over-the-counter drug which may impair job performance or safety of others to their department head or Drug Program Facilitator. It is the employee's responsibility to determine from his/her physician whether or not the prescription drug would impair his job performance. When reporting such use, the employee must present the drug container with prescription and/or other full label on it. Performance impairing prescriptions and over-the-counter drugs are subject to verification by the district. Each employee must provide medical authorization when requested. Failure to do so may be grounds for discharge. Employees reporting their use of authorized drugs may be temporarily reassigned to an existing vacant position or be required to take leave without pay until the use is discontinued. Each instance will be evaluated on its individual merits. Paid leave may be charged to sick leave and/or current vacation time if either is available.

### **Eligible for re-employment**

In order to be considered for re-employment, an employee convicted of controlled substance, alcohol or drug related offenses will be required to provide both legal and medical documentation indicating proof of complete non-dependence of substance for which conviction was related as well as non-dependence of all other similarly classified substances. Employees who test positive for a controlled substance, alcohol or drugs will be subject to this same criteria.

## **Employee Assistance**

Employees who have an alcohol, drug or controlled substance problem are encouraged to seek assistance. All supervisors, the Director of Transportation, the Superintendent or his designees are available for assistance.

## **Confidentiality**

1. The district realizes the legal need for strict confidentiality as it relates to test results. Confidentiality applies to all information relating to the employee's testing, results and treatment, and no person other than necessary management will have access to drug testing results.
2. An employee may waive the confidentiality of the drug test. To waive confidentiality of the drug screening test, he must give a written letter of authorization to the district.

## **Record Maintenance**

It will be the responsibility of the Drug Program Facilitator to see that all drug and/or alcohol test records resulting from the testing of district employees for drug and/or alcohol abuse are properly stored. All such records will be maintained for a period of not less than five years.

### **5.28.1 School Bus Driver's Use of Cell Phones**

Adopted: June 11, 2012

Any driver of a motor vehicle which is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District, and is operated for the transportation of children to or from school or school sponsored activity shall not operate a school bus while using a cell phone unless the vehicle is safely off the road with the parking brake engaged, to call for assistance due to a mechanical problem with the bus, or to communicate with any of the following emergency situations.

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.

Legal References: A.C.A. § 6-19-120

## **DUTIES AND RESPONSIBILITIES**

### **6.1 Maintenance Technicians/Personnel**

1. Keep building and equipment in good running condition. Report regularly to the Superintendent as to building and equipment conditions.
2. Make recommendation to superintendent if changes are needed.
3. Report any major repair that is needed.
4. All purchases for maintenance related expenses must be approved by the administration and all invoices must be signed by the receiving/purchasing party.
5. Keep records of maintenance and repairs as needed.
6. Insure that all buildings meet minimum fire/chemical safety standards for the Arkansas.
7. Perform other duties as assigned by administration.

## 6.2 Custodians

1. See that rooms are properly cleaned each day and report to principal.
2. Do minor repairs. Look for needed repairs when checking/cleaning buildings.
3. Check restrooms frequently during school day, and clean as needed.
4. Keep store rooms orderly arranged and free of fire/chemical hazards.
5. Check buildings for needs, such as lights and fire/chemical hazards. Report any problems to the building principal.
6. The following actions are required between the time school ends one day and the time school begins the next day:
  - A. Clean all floors as assigned.
  - B. Wet mop floors as needed, at least once a week.
  - C. Empty waste baskets daily and wash as necessary.
  - D. Drinking fountains cleaned daily.
  - E. Clean porch and entrances to building daily. (Wash off or mop as needed) .  
Entrance mats cleaned daily.
  - F. Clean entrance door glasses as needed.
  - G. Dust furniture, baseboards, window ledges and other woodwork as needed.
  - H. Clean windows as needed. (Class rooms)
  - I. Restrooms:
    - a. All sinks and toilet bowls scrubbed and disinfected daily.
    - b. Damp mop floors daily.
    - c. Floors and walls scrubbed down at least once a week.
    - d. Clean mirrors.
    - e. Keep restrooms supplied with soap and paper.
  - J. Check to see that all windows and doors are locked and that the alarm system has been armed.
7. Perform other duties as assigned by administration.

### **6.3      Transportation Technician/Personnel**

1.    Keep buses in good running condition. Report regularly to superintendent as to bus condition as well as bus routes.
2.    Make recommendation to superintendent if changes in routes, etc., are needed.
3.    Report any major repair that is needed.
4.    All purchases for transportation related expenses must be approved by the administration and all invoices must be signed by the receiving/purchasing party.
5.    Keep individual records of maintenance and repair on each transportation unit.
6.    See that buses are parked neatly and out of the flow of traffic.
7.    Insure that all buses meet minimum safety standards for operation in the state of Arkansas.
8.    Perform other duties as assigned by administration.

## **6.4      Bus Drivers**

1. Bus drivers will be hired by the Board of Directors and must meet licensing/background check requirements for the State of Arkansas.
2. Bus drivers are subject to mandatory random drug/alcohol sample testing as prescribed by Arkansas law.
3. Bus drivers must act as prudent individuals when operating the bus and maintain appropriate order on the bus.
4. Bus drivers must provide their supervisor with a written list of medications that may affect their ability to work. This list should contain the name of the medication and the reason it is being taken. This information will help avoid safety problems and violation of the district drug/alcohol policy.
5. Sick leave for bus drivers will accumulate at the rate of one day per month driven, up to 9 days per year. Vacation and personal leave will not be given to bus drivers.
6. Employees of Southside School District shall not, while operating a school bus, operate a cellular telephone. Employees are instructed, should a need arise, to pull off the road in a safe area and make the telephone call. Only in acute emergency shall this policy not apply. These emergencies include a 911 call, calls to hospitals, emergency rooms, doctors' offices, fire departments or police departments. (Act 219 of General Session 2003)

## **6.5 Food Service Supervisor**

1. Will be in complete charge of the supervision of the cafeterias and cafeteria employees.
2. Will be responsible for menu planning.
3. Will be responsible for food & other purchases and for keeping costs in line with income.
4. Will be responsible for recordkeeping, and maintaining proper files for the cafeteria.
5. Will evaluate cafeteria employees semi-annually, or more often if necessary.

## **6.6 Head Cooks**

1. In the absence of the cafeteria supervisor, the above listed responsibilities will be carried out by the head cook in each cafeteria.

## **6.7 Cafeteria Employees**

1. Be clean and neat in appearance.
2. Use care to see that food, utensils, tables, chairs, floors, etc., are clean and sanitary.
3. Report to cafeteria supervisor the needs to make the above possible.
4. See that student workers work, not play. See that they comply with health and sanitary regulations.
5. Health cards must be obtained and on file in the administration office.
6. Hairnets are a must.
7. No food items, utensils or supplies will be taken from the cafeteria without permission from the cafeteria supervisor.
8. No food items will be taken from the cafeteria by the employees for their personal use.
9. Do not discipline elementary students in the cafeteria under any circumstances. If you feel there is a discipline problem with any student(s), discuss it with the cafeteria supervisor.
10. The cafeteria supervisor is in complete charge of the cafeteria operation and supervision. The cafeteria supervisor is responsible to the superintendent and he is responsible to the school board. The cafeteria employees have the right to appeal the cafeteria supervisor's decisions to the superintendent and if the problems are not resolved the said employees have the right to appeal the superintendent's decision to the school board. This chain of command should be followed by notifying the supervisor and/or superintendent with a written request, signed by the one or ones making the request, and stating the problem on which they wish to be heard. If one does not follow the instructions given by those in authority, cafeteria supervisor, superintendent, school board, it would be considered insubordination and would be grounds for dismissal and/or non-renewal of contract. Any act of insubordination will be reported, in writing, by the cafeteria supervisor to the superintendent who in turn will report to the school board. A copy of this report will also be given to the employee involved.
11. Perform other duties as assigned by the administration.

## **6.8      Office Personnel**

1.    Perform all financial accounting and administrative tasks as prescribed by law.
2.    Maintain proper records and files for the school district as position dictates in accordance with state law.
3.    Do all correspondence as requested by administration.
4.    Promote harmony between the students, public, self and other employees.
5.    Keep confidential information within proper channels.
6.    Execute all duties within normally expected levels of professionalism for a place of business.
7.    Perform other duties as assigned by administration.

## **6.9**      **Aids and Paraprofessionals**

1.        Perform tasks for teachers in a manner that has the best interest for the students in mind.
2.        Promote harmony with students, the faculty, and public.
3.        Keep records and information confidential.
4.        Perform duties in a professional manner.
5.        Other duties as assigned.

## **6.10 Computer Lab Managers**

1. Maintain computers in good working condition.
2. Report any major problems to the Technology Coordinator.
3. Recommend updates as needed.
4. Work with teachers, administrators, students and the public to promote harmony.
5. Perform duties in a professional manner.
6. Other duties as assigned.

## **6.11            After School Childcare and Preschool**

Contracted ASCC and Preschool employees working 5 or more hours per day, 25 hours per week, are considered full time employees and are eligible for benefits. These include health, dental, and LTD insurance coverage, paid sick leave, personal leave, and vacation.

Sick leave is earned 1 day per month and can be accumulated up to 120 days. Personal leave is earned 2 days per year and can be accumulated up to 5 days. Vacation leave schedule is at the rate of 5 days the first year, (may not be taken until earned at the rate of .42 days per month), 10 days the second through the ninth year, and 15 days each year thereafter. Vacation and/or personal leave must be approved by the director.

If an employee quits or is terminated before the end of the year, sick leave and/or personal leave used but not earned will be deducted from the last paycheck.

Employees working less than 5 hours per day are considered part time and are not eligible for benefits.

## 2013-2014 Additional Duty Salary Schedule

DUTY CODE	DUTY DESCRIP	PERCENT	DOLLAR
7BC	7TH BKB COACH	0	\$650.00
7CH	7TH GR CHEER	0	\$750.00
7FB	7TH FB COACH	0	\$650.00
A7B	ASST 7TH BB	0	\$500.00
AD	ATHLETIC DIR	0	\$2,000.00
AFB	A.JR FTBALL COA	0	\$1,200.00
AJB	ASST JR BB	0	\$1,200.00
AMD	AST. MUSIC	0	\$1,200.00
AMS	ASST MINR SPORT	0	\$750.00
APN	APSCN COOR	0	\$5,000.00
ASB	ASST SR BB	0	\$1,500.00
ASF	ASST SR FB	0	\$1,500.00
BBA	BASEBALL AST CH	0	\$750.00
BBC	BASEBALL COACH	0	\$2,000.00
BET	BETA CLUB	0	\$300.00
BJC	B JR BKB COACH	0	\$1,800.00
BND	BAND DIRECTOR	0	\$2,200.00
BSC	B SR BKB COACH	0	\$3,000.00
BTR	BOYS TRK COACH	0	\$2,000.00
CCT	CROSS C TRACK	0	\$2,000.00
D/T	HS DRILL TEAM	0	\$1,750.00
EIS	ELEM INTR BB	0	\$1,000.00
FBL	FUTURE BUS LDERS	0	\$450.00
FTA	FUTURE TEACHERS	0	\$400.00
FTB	HEAD FOOTBALL	0	\$3,000.00
GJC	G JR BKB COACH	0	\$1,800.00
GLF	GOLF COACH	0	\$2,000.00
GSC	G SR BKB COACH	0	\$3,000.00
GTR	GIRLS TRKCOACH	0	\$2,000.00
JBS	JR. BASEBALL	0	\$1,500.00
JCD	JR. CHOIR DIR	0	\$950.00
JRC	JR. CHEERLEADER	0	\$1,000.00
JRF	JR. FB COACH	0	\$1,800.00
JSB	JR. SOFTBALL	0	\$1,500.00
JVB	JR. VOLLEYBALL	0	\$1,200.00

KEY	KEY CLUB	0	\$500.00
KID	K-KIDS	0	\$400.00
MAD	MADRIGAL CHOIR	0	\$500.00
MBC	MS BUILDERS CLB	0	\$400.00
MSB	MS BETA CLUB	0	\$400.00
	MS STUDENT		
MSC	COUN	0	\$400.00
MTC	MAINT TECH COR	0	\$1,500.00
NWS	NEWSPAPER	0	\$400.00
PAR	BLD PARENT FAC	0	\$600.00
PBC	PW SPORTS	0	\$650.00
PCA	PCA/SEMESTER	0	\$250.00
PLC	PD/PLC FACILITA	0	\$7,500.00
PLY	MUSICAL PLAY	0	\$700.00
PRD	PROM DIRECTOR	0	\$600.00
PRK	PRE-K DIRECTOR	0	\$5,000.00
ITC	INFORM.T.COOR.	0	\$5,000.00
QZB	QUIZ BOWL	0	\$400.00
	STUDENT		
S/C	COUNCIL	0	\$600.00
SBC	SOFTBALL COACH	0	\$2,000.00
SCD	SR. CHOIR DIR	0	\$1,000.00
SCI	SCIENCE	0	\$600.00
SOC	SOCCER COACH	0	\$2,000.00
SPN	SPANISH CLUB	0	\$700.00
SPO	CLASS SPONSOR	0	\$400.00
SRC	SR. CHEERLEADER	0	\$1,750.00
SST	LEAD TEACHERS	0	\$300.00
TEN	TENNIS COACH	0	\$2,000.00
TKS	TRACKS CHILDCAR	0	\$2,500.00
TRP	TRAP SHOOTING	0	\$650.00
TST	TESTING COORD	0	\$700.00
VBB	VOLLEYBALL COAC	0	\$2,000.00
WEB	SCH LVL WEB MGR	0	\$400.00
YRB	YEARBOOK	0	\$1,800.00

Approved by School Board, June 10, 2013  
Vonda Crowl, Board President

SOUTHSIDE SCHOOL DISTRICT NO.3		2013- 2014 CLASSIFIED SALARY SCHEDULE									
		0	1	2	3	4	5	6	7	8	9
Maint. Supv.	8 hrs-12 mo. contract	11.80	12.05	12.30	12.55	12.80	13.05	13.30	13.55	13.80	14.05
Maint. Asst.	8 hrs-12 mo. contract	10.35	10.60	10.85	11.10	11.35	11.60	11.85	12.10	12.35	12.60
Maint. Specialist	8 hrs-12 mo. contract	21.25	21.50	21.75	22.00	22.25	22.50	22.75	23.00	23.10	23.35
Transp. Supv.	8 hrs-12 mo. contract	13.15	13.40	13.65	13.90	14.15	14.40	14.65	14.90	15.15	15.40
Transp. Asst.	8 hrs-12 mo. contract	12.15	12.40	12.65	12.90	13.15	13.40	13.65	13.90	14.15	14.40
Dist. Treas/Bkkpr	8 hrs-12 mo. contract	12.55	12.80	13.05	13.30	13.55	13.80	14.05	14.30	14.55	14.80
Dist. Sec/Bkkpr	8 hrs-12 mo. contract	11.40	11.65	11.90	12.15	12.40	12.65	12.90	13.15	13.40	13.65
Dist Receptionist	8 hrs-12 mo. contract	9.10	9.35	9.60	9.85	10.10	10.35	10.60	10.85	11.10	11.35
Dist.Resource Officer	8 hrs-12 mo. contract	14.70	14.95	15.20	15.45	15.70	15.95	16.20	16.45	16.70	16.95
Building Secretaries	8hrs-varied length con	10.45	10.70	10.95	11.20	11.45	11.70	11.95	12.20	12.45	12.70
Food Serv. Supv.	8 hrs-12 mo. contract	10.55	10.80	11.05	11.30	11.55	11.80	12.05	12.30	12.55	12.80
Head Cook	8 hrs-9.25 mo. contract	9.30	9.55	9.80	10.05	10.30	10.55	10.80	11.05	11.30	11.55
Cook	hrs vary-9 mo. contract	9.15	9.40	9.65	9.90	10.15	10.40	10.65	10.90	11.15	
Custodian	varied hours & contract	9.15	9.40	9.65	9.90	10.15	10.40	10.65	10.95	11.15	
Elem.Comp. Lab. Dir.	8 hrs-9.25 mo. contract	9.45	9.70	9.95	10.20	10.45	10.70	10.95	11.20	11.45	
Teacher Aide	hrs vary-9 mo. contract	9.25	9.50	9.75	10.00	10.25	10.50	10.75	11.00	11.25	
Shipping/Receiving Clerk	8 hrs-12 mo. contract	9.45	9.70	9.95	10.20	10.45	10.70	10.95	11.20	11.45	
Before School CC Coord.	8 hrs-12 mo. contract	10.65	10.90	11.15	11.40	11.65	11.90	12.15	12.40	12.65	
Childcare/Full Time AA De	hours vary	11.25	11.50	11.75	12.00	12.25	12.50	12.75	13.00	13.25	
Childcare/Full Time CDA C	hours vary	9.25	9.50	9.75	10.00	10.25	10.50	10.75	11.00	11.25	
Childcare/Full Time Aide	hours vary	8.65	8.90	9.15	9.40	9.65	9.90	10.15	10.40	10.65	
Childcare/Part Time Aide	hours vary	8.20	8.45	8.70	8.95	9.20	9.45	9.70	9.95	10.20	
Network Administrator	Annual Salary	45,693.00	46,467.00	47,241.00	48,015.00	48,788.00	49,562.00	50,336.00	51,109.00	51,883.00	52,657.00
Nurse (RN)(B.S.N.)	Annual Salary	31,235.00	31,835.00	32,435.00	33,035.00	33,635.00	34,235.00	34,835.00	35,435.00	36,035.00	36,635.00
Nurse (RN/ADN.-2 yr prog.	Annual Salary	28,424.00	28,970.00	29,516.00	30,062.00	30,608.00	31,154.00	31,700.00	32,246.00	32,792.00	33,338.00
Nurse (LPN/1 yr program)	Annual Salary	25,613.00	26,105.00	26,597.00	27,089.00	27,581.00	28,073.00	28,565.00	29,057.00	29,549.00	30,041.00
Parental Involvement Coord	Annual Salary	31,235.00	31,835.00	32,435.00	33,035.00	33,635.00	34,235.00	34,835.00	35,435.00	36,035.00	36,635.00
Longevity Pay	10-14 Years	\$250.00									
	15-19 Years	\$500.00									
	20+Years	\$750.00									
Short Route Bus Driver	178 day contract	4125.00	4150.00	4175.00	4275.00	4300.00	4325.00	4425.00	4450.00	4475.00	4575.00
Medium Route Bus Driver	178 day contract	5650.00	5675.00	5700.00	5800.00	5825.00	5850.00	5950.00	5975.00	6000.00	6100.00
Long Route Bus Driver	178 day contract	6450.00	6475.00	6500.00	6600.00	6625.00	6650.00	6750.00	6775.00	6800.00	6900.00
Extra Long Route Bus Driv	178 day contract	7450.00	7475.00	7500.00	7600.00	7625.00	7650.00	7750.00	7775.00	7800.00	7900.00
<b>Approved: June 10 2013</b>		<b>Vonda Crowl, School Board President</b>									
Fringe benefits, which are not included in the above salary schedule, that are paid for all contracted classified personnel working a minimum of 25 hrs/week include:											
	Dental Insurance - \$270.96 per year										
	Long Term Disability Insurance - \$0.29 per \$100.00 of salary										
	Health Insurance - Southside School District contributes \$181.00 (\$141.00 state man-dated plus up to an additional \$40.00) monthly for each employee who participates in the health insurance provided through Employee Benefits Division (EBD).										