

**YELLVILLE-SUMMIT SCHOOL DISTRICT**  
**Yellville, Arkansas**

**CLASSIFIED PERSONNEL POLICY MANUAL**  
**2021-2022**

[www.yellvillesummitschools.com](http://www.yellvillesummitschools.com)

\s\Robin Lee, President of the School Board

## INTRODUCTION

It is the intention of the board to encourage the development of morale conducive to the best possible instructional program for the schools of the district. Such educational programs are in great part the product of smoothly functioning institutions. One factor responsible for efficient operation is a personnel policy that is flexible, not unduly restrictive, yet workable in that it is practical and explicit.

It should be apparent that the policies herein stated work to the advantage of both the staff members and the schools of the district as a whole.

## EQUAL EDUCATIONAL OPPORTUNITY

The Yellville-Summit School District is committed to the principle of nondiscrimination and no student in the Yellville-Summit School District shall, on the grounds of race, color, religion, national origin, sex, sexual orientation, gender identity, age, or disability be excluded from participation in, or denied the benefits of, or subjected to discrimination under any educational program or activity sponsored by the District.

## POLICY AND REGULATION RESPONSIBILITY

All employees are expected to know and shall be responsible for observing all provisions of the Law and all rules and regulations contained in Board Policy, teacher or employee handbooks, and other rules and regulations as may be set forth by the Board or Superintendent.

Employees shall make themselves familiar with the policies of the board and with the rules, regulations, procedures and directives of the Superintendent and Principal Supervisor, and shall implement these according to their true meaning and purpose.

In the absence of specific written policy, procedure, rule, regulation, or directive, the employee shall act according to his/her best mature discretion, in harmony with the spirit of those other established policies, procedures, rules, regulations, and directives. Such actions shall be subject to review and approval of the building principal, superintendent or board of education.

## PERSONNEL SCREENING AND EMPLOYMENT

Act 1314 of 1997 requires criminal background checks as a condition at initial employment for local school districts.

All contracted personnel within the district shall be employed by the Board of Education, based upon recommendation from the superintendent.

A procedure for the screening and employment of personnel shall be utilized by building principals and supervisors, in accordance with state and federal laws, and as approved by the superintendent.

## PERSONNEL POLICIES COMMITTEE

- A. The District shall have a Personnel Policies Committee for Educational Support Personnel, hereinafter referred to as Classified Personnel. Said committee shall consist of at least one non-management representative from each of the following five classifications: Aides/Paraprofessionals, Food Service, Maintenance/Operating, Secretarial/Clerical, and Transportation.

Additionally, at least two representatives who serve in an administrative or supervisory capacity shall be appointed by the superintendent of schools to serve on this committee.

- B. Each member shall serve a two (2) year term. The terms shall be staggered to insure continuity within the committee. Members will be determined by an election of the majority of classified personnel, voting by secret ballot for the representative for his/her classification. The election shall be solely and exclusively conducted by the classified personnel, including distribution of ballots to all classified personnel. The election shall be conducted by October 31st of each year.
- C. The personnel policies committee shall organized itself in October, elect a chairman and secretary, and develop a calendar of meetings throughout the year. Minutes of the meetings shall be promptly reported and distributed to members of the Board of Education, and also distributed to all classified employees who do not serve in a certified capacity. Certified employees who have additional duties that fall under the job description of a classified employee (such as a teacher who also serves as a bus driver) shall be represented by the Certified Personnel Policies Committee, and shall not be considered a classified employee for the purposes of these policies.

Either the committee or the board may propose new personnel policies or amendments to existing policies. Proposals by the board shall be submitted to the committee at least five (5) working days prior to presentation to the board. The committee shall present its proposed policies or amendments to existing policies to the board. After presentation to the board, final action may be taken at the next regular Board meeting. The Board shall have the authority to adopt, reject, or refer back to the committee for further study and revision any proposed policies or amendments to existing policies.

## 8.1-CLASSIFIED PERSONNEL SALARY SCHEDULE

The Yellville-Summit School District's Classified Salary Schedule for this policy accurately reflects the District's actual pay practices and is not required by law to include step increases for additional years of experience. State law requires each District to include its classified employee's salary schedule in its written personnel policies unless the District recognizes a classified employee's union in its policies for, among other things, the negotiation of salaries.

The Yellville-Summit School District is required to have a salary schedule for at least the following five categories of classified personnel: 1) Maintenance and Operations; 2) Transportation; 3) Food Service; 4) Secretarial and Clerical; and 5) Aids and Paraprofessionals.

Salary Schedules are shown as Exhibit A and are incorporated herein by reference.

Legal References: A.C.A. § 6-17-2301

Date Adopted:

Last Revised:

## 8.2-CLASSIFIED PERSONNEL EVALUATIONS

Classified personnel will be evaluated at no less than annual intervals.

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

Legal Reference: A.C.A. § 6-17-2301

## DEFINITION OF FULL-TIME/PART-TIME PERSONNEL

### Definition of Full-Time Personnel

Any employee scheduled to work six hours or more per day, 178 days or more within the district's fiscal year, shall be considered a full-time employee.

### Definition of Part-Time Personnel

An employee who works less than the normal work day for the job to which he/she is assigned. Normally, this will be less than six hours per day, but could be more, depending upon the job assignment.

Part-Time Personnel Pay Basis: Part-time personnel shall be paid wages and benefits (when applicable) on a pro-rated basis.

## CONTRACTS

Individual contracts or employment agreement letters approved by the board shall be signed by the employee and returned to the superintendent within thirty (30) days of the date of delivery to the employee.

If the contract or letter of employment has not been signed and returned to the superintendent within thirty days from date of delivery, the salary stated therein will be assumed to be correct and is the salary which will be paid during the contract period. Annual renewal of employment contracts shall be subject to the employee's submission of a "Letter of Intent" to work in the district for the next fiscal year, along with a satisfactory written evaluation by his/her supervisor.

## SELECTION AND SUPERVISION OF PERSONNEL

The superintendent will recommend to the Board of Education the selection, employment and dismissal of classified personnel. The building principal may be consulted on staff issues for his/her building. Staff assignments will be made by the superintendent. The superintendent will supervise the custodial and food service employees' work in matters pertaining to the general operations of the district during the regular school year.

The building principal, in conjunction with the superintendent, will be in charge of the selection, employment, and retention of secretaries, paraprofessionals, and other office personnel. The principal will supervise such personnel in matters pertaining to general operations of the school during the regular school year. Secretaries and other office personnel shall perform all school-related duties as assigned by their immediate supervisors.

All employees must meet the requirements of the Laws of the State of Arkansas and regulations of the State Department of Education.

### PERSONAL DATA

All employees are required to have on file in the Central Office a record of the following:

1. Application for Employment;
2. Current address and telephone number;
3. Copy of the employee's Social Security card;
4. Copy of the employee's birth certificate;
5. A photo ID of the employee;
6. A withholding exemption certificate – form W-4;
7. Federal 1-9 form;

The District will maintain the following personnel records:

1. Date of employment or discharge;
2. Record of reasons for discharge;
3. Record of employee attendance;
4. Sick leave records;

Additional Material:

Employee evaluations and other documents, including any special recognition, commendation or award relating to his/her performance.

Employees shall be notified of all significant items placed in their personnel files, except for letters of commendation, and standard/routine information as listed above.

Each employee may review his/her personnel file by making a request to the superintendent or his/her designee.



### ASSIGNMENT, TRANSFER, AND PROMOTION

The assignment of pupils and personnel shall be determined by the Superintendent or delegated to the principals or administrative staff, subject to the approval of the Superintendent.

Selection or promotion of personnel for all positions shall be made on the basis of merit. Employees will be given the opportunity to declare their interests in and make applications for applicable new positions and vacancies that occur within the District.

#### Voluntary Transfer

The movement of an employee to a different assignment in a different building shall be considered to be a transfer. A request for a transfer does not necessarily imply dissatisfaction on the part of the employee.

All transfers are subject to the approval of the superintendent. Classified positions that become open will be posted. An employee who desires a transfer must file written notification of this request with the appropriate administrators or immediate supervisor. All applicants shall be granted an interview with appropriate administrator(s).

### SALARY DEDUCTIONS

Employees shall be paid on the 10th day of each month. If the 10th falls on a week-end or holiday, the pay day will be the nearest week day to the 10th. An overtime rate of 1.5 times regular hourly wages shall be paid for hours exceeding 40 hours per week, or comp time may be provided in lieu of overtime at the same rate of 1.5 times the regular hours worked in accordance with State and Federal guidelines. It is the policy of this district that no overtime is to be worked without prior approval of the employee's immediate supervisor.

Salary or wages shall be paid on a monthly basis. All full-time contracted salaried employees shall be paid in 12 installments, based on 1.0 FTE.

The Superintendent shall cause to be drawn and maintained, with his approval, salary schedules for classified staff which reflects a differential in experience. The differential should reward experience and provide incentives as appropriate for continuing education in the field of employment.

Substitutes and temporary employees will be paid at an hourly rate or daily rate, according to the salary schedule as approved by the Superintendent and in accordance with state and federal laws.

In order to receive a year's credit for salary advancement for experience, employees must be employed and start work on or before November 1st and/or complete seven months or more during the school year.

Salaries shall be increased proportionately as the number of days in the year increases, subject to budgetary constraints, and provided that sufficient funds are available.

## EMPLOYEE BENEFITS

All employees shall become members of the Arkansas Teacher Retirements System as mandated by Law.

The district shall pay all unemployment and worker's compensation insurance premiums and maintain appropriate records.

The district shall pay the portion of health insurance premiums as mandated by the State of Arkansas for each participating employee.

The District shall pay retirement benefits for all employees in the Arkansas Teacher Retirement System or the Arkansas Public Employees Retirement System as prescribed bylaw.

The district shall pay per diem and mileage expenses when an employee is on approved off-campus school business in accordance with the district's policy on travel expense reimbursements.

## LEAVE WITH PAY

Sick Leave: Covers illness of the employee and shall include the employee's spouse, children, parents, or relatives living in the same household.

Funeral Leave: Counts as sick leave and includes employee's spouse, children, parents, relatives or others living in the same household. All exceptions must be approved by the principal or supervisor.

Personal Leave: Time away from work to be used for personal matters that cannot normally be conducted after the regular school day. Full-time contracted employees are allotted three (3) personal days each school year and may carry over unused personal days, not to exceed five (10) total.

## SICK LEAVE, PERSONAL LEAVE, AND LEGAL LEAVE

### Sick Leave

1. Sick leave is leave necessitated by personal illness or illness within the immediate family.
2. Generally, full-time personnel shall be entitled to one day of sick leave per month contracted without deduction in pay. Employees who work 185 to 200 days will receive 10 sick leave days. Those who work 201 to 220 days will receive 11 sick leave days. Employees who work 221 days or more will receive 12 sick leave days.
3. Unused sick leave days for contracted personnel may be accumulated up to 120 days.

Sick Leave Incentive Program: In the event that an employee accumulates in excess of 120 days sick leave, he/she shall be paid \$25.00 for each day which exceeds the 120 days, to be paid at the end of each fiscal year. Eligibility for this program begins after the employee has been employed in the Yellville-Summit School District for five (5)

consecutive years. At the beginning of the school or contract year, each employee will be credited with the appropriate number of days of sick leave. At the end of the year, remaining accumulated sick leave will be carried forward to the next year, but the new year's beginning total shall not exceed 120 days.

All personnel shall be provided that portion of unused leave (both sick and personal) not taken before the end of their contract upon furnishing proof of intent to retire in their state retirement system by June 1<sup>st</sup> of the year in which the employee wishes to retire. Retiring staff will be paid for unused leave (both sick and personal) at the current substitute pay rate for his/her position, not to exceed the rate for a non-certified teaching sub, nor be less than \$35 per day.

Employees who hold multiple positions within the district, such as driving a bus in addition to a full-time position, may choose to have their unused sick days from the vacated position to be transferred to the position still being held.

If the District terminates employment by process of Dismissal as stated in the Personnel Policies for Classified Employees, and the employee is later employed by the District, no previously accumulated sick leave can be reinstated. If the employee chooses to leave the District, leaving in good standing, that employee may be reinstated with previously accumulated sick dates from the District, at the superintendent's discretion.

Any employee who frequently uses sick leave or has extensive absences using sick leave, may be required to submit to the superintendent or designee, prior to returning to work, an affidavit or physician's statement in respect to the nature and extent of his/her illness or incapacity. The cost of such examination shall be borne by the employee, and a second physician's opinion may be required. In such cases, the cost of the second examination shall be borne by the District.

Classified employees will have the option to donate unused sick days to other classified employees who have exhausted their own sick days, and who are not eligible to petition the sick leave bank for additional days. This donation is strictly optional and the names of any such donors shall remain confidential by the District.

#### Personal Leave

1. Personal/private leave: Each employee shall be allowed to use three of his/her sick days for personal days of any nature. A maximum of ten days of personal/private leave may be accumulated in the total of sick day allotment.
2. Personal days shall be used for personal matters that cannot normally be conducted after the regular school day.
3. Employees must present request in writing on appropriate forms. Except in the case of emergencies, employees shall submit all requests for personal leave at least five days prior to the day of absence.

4. Additional personal leave may be granted at the discretion of the administration and must be approved by the superintendent.
5. Personal days shall not be used on the day preceding or following a vacation or holiday, unless approved by the superintendent.
6. Personal leave shall not be used during the first and last five (5) school days of the school year, unless approved by the superintendent.
7. As an incentive to employees who do not frequently use their sick days, an employee of the district may convert their sick days to personal days according to the following chart. Employees may not use this method to acquire more than ten (10) total personal days in any calendar year. Employees may not convert more than ten (10) total days every three (3) years. (Ex: Year 1:4 days, Year 2:0 days, Year 3:4 days. In year 4, 6 days could be possible for conversion because the previous 2 years used only 4 days.)

<u>Total Accrued Sick Days</u>	<u>Maximum Number of Days to Be Converted</u>
0-10 days	1
11-20 days	2
21-30 days	3
31-40 days	4
41-50 days	5
51-60 days	6
61-70 days	7
71-80 days	8
81-90 days	9
91 days and above	10

#### **Leave for Jury and Other Required Legal Reasons**

1. No person shall be financially harmed by being called to military or jury duty. An employee cannot receive compensation for both positions and therefore must decide which compensation he/she will accept, with the other compensation going to the Y-S District. Mandatory military duty will follow Arkansas Statute 6-17-306.
2. All expenses incurred involving travel, food, and lodging are the responsibility of the person serving on legal duty. Any remuneration by the Court for such expenses may be kept by the staff member.
3. Any deviation from the policy will result in a deduction from the employee's salary for that time the person has been absent from work while serving on jury or other legal duty.
4. Notification must be made to the principal or supervisor before any leave for jury or other legal duty takes place.

### Holidays and Work Days

Employees contracted for 200 days or more are not required to work on, but are paid for holidays when they fall within the normal work week and are observed by the school district.

The holidays which are normally allowed with pay for those who qualify are: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas Day.

### VACATIONS

Employees contracted for 240 days or more, and who have worked six to twelve months immediately prior to July 1, shall be granted five (5) days of vacation with pay. Said employees who have completed one year of service prior to July 1 shall receive ten (10) days of vacation with pay.

All vacation dates must be approved in advance by the principal, supervisor, or Superintendent.

Vacation days are not cumulative beyond one year and may be used only during the next twelve (12) months after being earned unless an exception is approved by the superintendent, due to special or extenuating circumstances.

Vacation days generally should be used during the days when school is not in session, unless approved by the Superintendent.

Vacation pay is at the same rate or on the same basis as the employee's regular pay. Vacation

days are to be used or paid as follows:

All vacation days entitlement should be used by the employee. Any day(s) not used within the proper time period will be lost unless special arrangements are approved by the Superintendent.

Upon approval of the Superintendent, part of the vacation days may be used to work in the district. In such cases, the employee will be paid his/her regular daily salary plus an equal amount for each vacation day worked, if approved in advance by the Superintendent.

In the event an employee retires or resigns, his/her vacation entitlement should be taken before his/her date of retirement or resignation, unless approved by the Superintendent. Unused vacation days at the time of retirement will be considered forfeited by the employee.

All persons must plan to take their vacation entitlements in the following manner unless approved otherwise by the Superintendent:

1. One (1) week entitlement - all five working days taken in succession.
2. Two (2) weeks entitlement- at least five working days must be taken in succession with the remaining five days taken as approved, or all ten days in succession.
3. For employees with vacation entitlement of less than two (2) weeks, vacation shall be taken between the spring school term dismissal and two weeks before the following fall term begins.

### RETIREMENT

Any person planning to retire should notify his/her immediate supervisor no later than March 31st, of the applicable year, if possible.

## WORKER'S COMPENSATION

Employees are covered under Worker's Compensation.

When any employee is injured on the job, or is absent due to job-related injury, without exception and in all cases, the Superintendent must be notified when a claim may need to be filed, and notice is to be given to the Worker's Compensation insurance carrier.

1. The Superintendent must be notified immediately on the same day as the injury occurrence.
2. Upon receipt of notification of the accident, the superintendent's office will determine if it appears that a claim will be necessary, and notify the Worker's Compensation insurance carrier. This shall be done as soon as possible, but at least within the time required by the insurance carrier or by law.

If employee injury or absence involves any disability, the temporary compensation benefits provided by statute and funded through insurance shall be the only compensation paid to the school employee. Therefore, the regular salary of the employee shall be suspended while the employee is disabled from continuing his/her employment and all payments shall be the temporary compensation payments through the insurance carrier. No days will be deducted from the sick leave which the employee may have accumulated.

As an alternative to the preceding paragraph, the employee may choose to use his/her accumulated sick leave benefits upon presenting to the Superintendent written request to do so. If this is done, the District will pay the employee's regular salary amount after subtracting the amount of salary which Workers Compensation will pay during the time the employee has accumulated sick leave available. For each day absent, the accumulated sick leave shall be reduced by one day, and after the accumulated sick days have been used, salary from the District shall be suspended and the provisions in the preceding Item C shall be followed.

## DISMISSAL

Employees may be discharged or laid off for inefficiency, repeated absence from the job, insubordination, conduct unbecoming of any employee, or other reasons believed to be in the best interest of the school district.

Lay-off or discharge may be made as approved by the Superintendent on specific charges and a written copy of these charges shall be furnished to the employee upon request.

The employee shall have the right to appeal, first to the Superintendent and then to the Board if he/she believes any unfairness has existed. This procedure must be followed and will be the only one recognized by the Superintendent or Board.

Lay-off may also occur due to budgetary constraints. (See Reduction in Force Policy)

## USE OF SCHOOL VEHICLES

All vehicles and other equipment owned by the district will be restricted to use for school district purposes unless otherwise approved by the Superintendent or designee.

## 8.4--- CLASSIFIED EMPLOYEES DRUG TESTING

### Scope of Policy

Each person hired for a position which allows or requires that the employee operate any type of motor vehicle which is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District, and is operated for the transportation of children to or from school or school sponsored activity shall undergo a physical examination, including a drug test.<sup>1</sup> Each person's initial employment for a job entailing a safety sensitive function is conditioned upon the district receiving a negative drug test result for that employee.<sup>2</sup> The offer of employment is also conditioned upon the employee's signing an authorization for the request for information by the district from the Commercial Driver Alcohol and Drug Testing Database.<sup>3</sup>

### Methods of Testing

The 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, or who exceed the acceptable limits for the respective tests shall no longer be allowed to perform safety-sensitive functions. Actions regarding their continued employment shall be taken in relation to their inability to perform these functions and could include termination or non-renewal of their contract of employment<sup>2</sup>

Drivers who exhibit signs of violating the prohibitions of this policy relating to alcohol or controlled substances shall not be allowed to perform or continue to perform safety-sensitive functions if they exhibit those signs during, just preceding, or just after the period of the work day that the driver is required to be in compliance with the provisions of this policy. This action shall be based on specific, contemporaneous, articulable 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  
                              49 C.F.R. § 382-101 –605  
                              49 C.F.R. § part 40

Date Adopted:  
Last Revised:

## 8.5- CLASSIFIED EMPLOYEES SICK LEAVE

### Definitions

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

### Sick Leave

The supervisor 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 supervisor. Such approved sick leave shall not exceed one-half day.

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 supervisor (or Superintendent), the District may require a written statement from the employee's physician. Failure to provide such documentation of illness may result in sick leave not being paid, or in dismissal.

Excessive absenteeism, whatever the cause, to the extent that the employee is not carrying out his/her assigned duties to the degree that the education of students or the efficient operation of a school or the district is substantially adversely affected (at the determination of the supervisor or Superintendent) may result in dismissal.

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

When an employee takes sick leave, the district shall determine if the leave qualifies for FMLA leave. The district may request additional information from the employee to help make the applicability<sup>1</sup> determination. If the leave qualifies under the FMLA, the district will notify the employee, either orally or in writing<sup>3</sup>, of the decision within two workdays. If the leave is intermittent as defined in this policy and the circumstances of the leave don't change, the district is only required to notify the employee once of the

determination regarding the applicability of sick leave and/or FMLA leave. To the extent the employee has accrued paid leave, any leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave.

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

Date Adopted:

Last Revised:

## 8.6-SICK LEAVE BANK-CLASSIFIED EMPLOYEES \*

A sick leave bank is established for the purpose of permitting classified employees, upon approval, to obtain sick leave in excess of accumulated and current sick leave, when the classified employee has exhausted all such leave. Only those classified employees who contribute to the sick leave bank during a given contract year shall be eligible to withdraw from the sick leave bank.

The Superintendent shall appoint a Classified Sick Leave Bank Committee. That committee shall consist of six (6) members: five (5) classified employees<sup>1</sup> and one (1) supervisor.

The terms of the committee shall be for three years with two members being replaced each year.

The Committee shall meet as necessary for the purpose of reviewing requests for withdrawal from the bank. In the event that the requestor does not agree with the decision of the Committee, he or she may appeal to the Committee one time for a second hearing. The decision of the Committee will, at that time, be final.

### Withdrawals

The Committee may, but is not obligated to, grant sick leave up to 20 days per contract year for serious personal or family illness, disabilities or accidents (not including accidents for which the employee is receiving Workers' Compensation), which cause the employee to be absent from work and when the employee has exhausted all accumulated and current sick leave, personal days and vacation days if applicable. The employee shall be eligible to withdraw the day(s) he/she has donated to the bank if sufficient days are available in the bank. "Serious personal or family illness, disabilities or accidents" means a period of continuous or intermittent absence, qualifying as sick leave, in which 40<sup>2</sup> or more days are missed during a single contract year.

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

Requests for withdrawal from the sick leave bank must state the reason(s) for the request and the number of days requested. Further, the Committee may ask the requestor for additional supporting documentation, if deemed necessary by the Committee.

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

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

Legal Reference: A.C.A. § 6-17-1306

Date Adopted:

Last Revised:

## 8.7-CLASSIFIED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE

For the district to function efficiently and have the necessary personnel present to effect a high achieving learning environment, employee absences need to be kept to a minimum. The district acknowledges that there are times during the school year when employees have personal business that needs to be addressed during the school day. Each full-time employee shall receive three (3)<sup>1</sup> days of personal leave per contract year. The leave may be taken in increments of no less than one-half day.

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

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

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

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

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

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

Personal leave may be accumulated from year-to-year, up to a maximum of ten (10) days. Unused personal leave at year-end will be reallocated to the employee's accumulated sick leave days.

### Professional Leave

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

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

If the employee does not receive or does not accept remuneration for their participation in the professional leave activity and a substitute is needed for the employee, the district shall pay the full cost of the substitute. If the employee receives and accepts remuneration for their participation in the professional leave activity, the employee shall forfeit his/her daily rate of pay from the district for the time the employee misses. The cost of a substitute, if one is needed, shall be paid by the employee/district<sup>5</sup>.

Legal Reference: A.C.A. § 6-17-211

Date Adopted:

Last Revised:

## 8.8--CLASSIFIED PERSONNEL RESPONSIBILITIES IN DEALING WITH SEX OFFENDERS ON CAMPUS

Individuals who have been convicted of certain sex crimes must register with law enforcement as sex offenders. Arkansas law places restrictions on sex offenders with a Level 1 sex offender having the least restrictions (lowest likelihood of committing another sex crime), and Level 4 sex offenders having the most restrictions (highest likelihood of committing another sex crime).

While Levels 1 and 2 place no restrictions prohibiting the individual's presence on a school campus, Levels 3 and 4 have specific prohibitions. These are specified in Policy 6.10-SEX OFFENDERS ON CAMPUS (MEGAN'S LAW) and it is the responsibility of district staff to know and understand the policy and, to the extent requested aid school administrators in enforcing the restrictions placed on campus access to Level 3 and Level 4 sex offenders.

It is the intention of the board of directors that district staff not stigmatize students whose parents or guardians are sex offenders while taking necessary steps to safeguard the school community and comply with state law. Each school's administration should establish procedures so attention is not drawn to the accommodations necessary for registered sex offender parents or guardians.<sup>1</sup>

Cross Reference: 6.10-SEX OFFENDERS ON CAMPUS (MEGAN'S LAW)

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

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

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

Date Adopted:  
Last Revised:

## 8.9--PUBLIC OFFICE- CLASSIFIED PERSONNEL

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

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

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

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

Cross Reference: Policy # 8.17--Classified Personnel Political Activity

Legal Reference: ACA. § 6-17-115, 116

Date Adopted:

Last Revised:



## 8.10 DUTY-CLASSIFIED PERSONNEL

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

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

Employees shall receive their regular pay from the district while serving jury duty, and shall reimburse the district from the stipend they receive for jury duty, up to, but not to exceed, the cost of the substitute hired to replace the employee in his/her absence.

Legal Reference:     ACA § 16-31-106

Date Adopted:  
Last Revised:

## 8.11-OVERTIME, COMPTIME, and COMPLYING WITH FLSA

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

### Definitions

Overtime is hours worked in excess of 40 per workweek. Compensation given for hours not worked such as for holidays or sick days do not count in determining hours worked per work week.<sup>O</sup>

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

Exempt Employees are those employees who are not covered under the FLSA. They include administrators and professional employees such as teachers, counselors, nurses, and supervisors.<sup>2</sup> Any employee who is unsure of their coverage status should consult with the District's Administration.

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

Regular Rate of Pay includes all forms of remuneration for employment<sup>3</sup> and shall be expressed as an hourly rate.<sup>G</sup> For those employees previously paid on a salary basis, the salary shall be converted to an hourly equivalent. Employees shall be paid for each and every hour worked.

### Employment Relationships

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

1. Between the District and student teachers;
2. Between the District and its students;
3. Between the District and individuals who as a public service volunteer 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.<sup>1</sup>

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.<sup>1</sup>

Employees shall sign in/clock in where they start work and sign out/clock out at the site where they cease working. Employees who do not start and end their workday at the same site shall carry a time card or sheet with them to accurately record their times. They shall turn in their time sheets or cards to their immediate supervisor no later than the following Monday morning after reviewing them to be sure that they accurately reflect their hours worked for that week.<sup>4</sup>

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

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

### Breaks and Meals

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

Meal periods which are less than 30 minutes in length or in which the employee is not relieved of duty are compensable.<sup>L</sup> 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 in excess of 40 hours in a work week.<sup>M</sup> 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.<sup>N</sup>

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.<sup>O</sup> 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.<sup>5</sup>

Provided the employee and the District have a written agreement or understanding before the work is performed,<sup>P</sup> compensatory time off may be awarded in lieu of overtime pay for hours worked over 40 in a workweek and shall be awarded on a one-and-one-half (1 1/2) time basis for each hour of overtime worked.<sup>O</sup> The District reserves the right to determine if it will award compensatory time in lieu of monetary pay for the overtime worked. The maximum number of compensatory hours an employee may accumulate at a time is 20.<sup>6</sup> The employee must be able to take the compensatory time off within a reasonable period of time that is not unduly disruptive to the District

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

1. The average regular rate received by the employee during the last 3 years of employment or
2. The final regular rate received by the employee.<sup>R</sup>

### Overtime Authorization

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

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

### Leave Requests

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

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

Leave may be taken in a minimum of 4 hour increments.<sup>7</sup>

## Record Keeping<sup>S</sup> and Postings<sup>T</sup>

The District shall keep and maintain records as required by the FLSA for the period of time<sup>O</sup> required by the act.<sup>8</sup>

The District shall display minimum wage posters where employees can readily observe them.<sup>9</sup>

## Cooperation with Enforcement Officials<sup>1325-1545-8583-7267-2317-6510</sup>

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

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

### Legal References:

A:29 USC§ 206(a), ACA § 6-17-2203  
B:29 USC§ 207(a)(1), 29 CFR § 778.100  
C:29 USC§ 207(o), 29 CFR § 553.50  
O:29 CFR § 778.218(a)  
E:29 CFR § 778.105  
F:29 USC§ 213(a), 29 CFR §§ 541 et seq.  
G:29 USC§ 207(e), 29 CFR § 778.108  
H: 29 CFR §§ 785.9, 785.16  
I:29 CFR § 5516.2(7)  
J:29 CFR §§ 785.1 et seq.  
K:ACA § 6-17-2205  
L: 29 CFR §§ 785.19  
M: 29 USC§ 207(a), 29 CFR § 778.100,29 USC§ 207(o), 29 CFR §§ 553.20-553.32  
N:29 CFR § 778.106  
O:29 USC § 207(gX2), 29 CFR § 778.115  
P:29 USC§ 207(o)(2)(A), 29 CFR § 553.23  
Q: 29 CFR § 553.20  
R:29 USC§ 207(o)(4), 29 CFR § 553.27  
S:29 USC§ 211(c), 29 CFR §§ 516.2, 516.3, 553.50  
T:29 CFR § 516.4  
U: 29 CFR §§ 516.5, 516.6  
V:29 USC§ 211(a)(b)

Date Adopted:

Last Revised:

## 8.12-CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT

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

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

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

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

Date Adopted: May 9, 2005

Last Revised:

### 8.13-CLASSIFIED PERSONNEL EMPLOYMENT

All prospective employees must complete 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/she withholds information to the same effect, it may be grounds for dismissal.

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

Date Adopted:

Last Revised:

#### 8.14-- CLASSIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES

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

It is the responsibility of the employee to determine the appropriate supervisor from whom 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. Meal reimbursements will only be paid to employees for meal expenses incurred during professional trips for which the distance traveled either requires overnight lodging, or meets or exceeds 50 miles one way. Further, reimbursements will only be paid for expenses that are properly documented with itemized/detailed receipts.

Travel reimbursements are payable in accordance with the board-approved travel rates which are attached hereto as Schedule B and incorporated herein by reference.

Cross Reference: Policy #7.12

Date Adopted:

Last Revised:



## 8.15--CLASSIFIED PERSONNEL TOBACCO USE\*

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

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

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

Date Adopted:

Last Revised:

## 8.16-ATTIRE OF CLASSIFIED EMPLOYEES

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

Date Adopted:

Last Revised:

## 8.17-CLASSIFIED PERSONNEL POLITICAL ACTIVITY

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

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

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

Date Adopted:

Last Revised:

## 8.18--- CLASSIFIED PERSONNEL DEBTS

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

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

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

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

Date Adopted:

Last Revised:

## 8.19-CLASSIFIED PERSONNEL GRIEVANCES

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

### Definitions

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<sup>1</sup>. If the grievance is not appealed to the Board of Directors within five working days of his/her receipt of the superintendent's response, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

The school board will address the grievance at the next regular meeting of the school board, unless the employee agrees in writing to an alternate date for the hearing. After reviewing the Level Two Grievance Form and the superintendent's reply, the board will decide if the grievance, on its face, is grievable under district policy. If the grievance is presented as a "group grievance," the Board shall first determine if the composition of the group meets the definition of a "group grievance." If the Board determines that it is a group grievance, the Board shall then determine whether the matter raised is grievable. If the Board rules the composition of the group does not meet the definition of a group grievance, or the grievance, whether group or individual, is not grievable, the matter shall be considered closed. (Individuals within the disallowed group may choose to subsequently refile their grievance as an individual grievance beginning with Level One of the process.) If the Board rules the grievance to be grievable, they shall immediately commence a hearing on the grievance. All parties have the right to representation by a person of their own choosing who is not a member of the

employee's immediate family at the appeal hearing before the Board of Directors. The employee shall have no less than 90 minutes to present his/her grievance and both parties shall have the opportunity to present and question witnesses. The hearing shall be open to the public unless the employee requests a private hearing. If the hearing is open, the parent or guardian of any student under the age of eighteen years who gives testimony may elect to have the student's testimony given in closed session. At the conclusion of the hearing, if the hearing was closed, the Board of Directors may excuse all parties except board members and deliberate, by themselves, on the hearing. At the conclusion of an open hearing, board deliberations shall also be in open session unless the board is deliberating the employment, appointment, promotion, demotion, disciplining, or resignation of the employee. A decision on the grievance shall be announced no later than the next regular board meeting.

#### Records

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

#### Reprisals

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

Legal Reference: ACA § 6-17-208

Date Adopted:

Last Revised:

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

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

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

Classified Personnel Policy grievance is based upon:

\_\_\_\_\_

Grievance (be specific):

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

What would resolve your grievance?

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

Supervisor's Response

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

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

Date Adopted:

Last Revised:



## 8.20-CLASSIFIED PERSONNEL SEXUAL HARASSMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

Date Adopted:  
Last Revised:

## 8.21-CLASSIFIED PERSONNEL SUPERVISION OF STUDENTS

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

Date Adopted: May 9, 2005

Last Revised:

## 8.22-CLASSIFIED PERSONNEL COMPUTER USE POLICY

The Yellville-Summit School District provides computers and/or computer Internet access for many employees, to assist employees in performing work related tasks. Employees are advised that they enjoy no expectation of privacy in any aspect of their computer use, including email, and that under Arkansas law, both email and computer use records maintained by the district are subject to disclosure under the Freedom of Information Act.

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

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

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

Date Adopted:  
Last Revised:

## 8.22F--CLASSIFIED PERSONNEL INTERNET USE AGREEMENT

Name (please print)\_\_\_\_\_

School \_\_\_\_\_

Date \_\_\_\_\_

The Yellville-Summit School District agrees to allow the employee identified above ("Employee") to use the district's technology to access the Internet under the following terms and conditions:

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

- x. attempting to gain access or gaining access to student records, grades, or files of students
- y. not under their jurisdiction;
- z. providing access to the District's Internet Access to unauthorized individuals; or
- aa. taking part in any activity related to Internet use which creates a clear and present danger of
- bb. the substantial disruption of the orderly operation of the district or any of its schools;
- cc. making unauthorized copies of computer software.
- dd. personal use of computers during instructional time.

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

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

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

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

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

Date Adopted:

Last Revised:

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

### Definitions:

**Active Duty:** is duty under a call or order to active duty under a provision of law referred to in 10 USC§ 101(a)(13)(B).

**Contingency Operation:** has the same meaning given such term in 10 USC§ 101(a)(13).

**Covered Service Member:** is 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.

**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. Full time, licensed teachers are considered to have met the 1250 hour requirement for eligibility.

**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 a teacher whose principal function is teach and instruct students in a class, a small group, or an individual setting and includes, athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. The term does not include administrators, counselors, librarians, psychologists, or curriculum specialists who are included under the broader definition of "eligible employee" (to the extent the employee has been employed for 12 months).

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

**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:** 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.

**Serious Health Condition:** is an injury, illness, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. •

Serious Injury or Illness: used in respect to 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 that may render the member unfit to perform the duties of the member's office, grade, rank, or rating.

Year: the twelve (12) month period of eligibility shall begin on the first duty day of the school year.

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

#### Leave Eligibility

The district will grant up to twelve (12) weeks of leave in a year accordance with the Family Medical Leave Act of 1993 (FMLA) 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
3. foster care;

4. In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition; and

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 (as the U.S. Secretary of Labor shall, by regulation, determine) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

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.

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. During the single 12-month period, the eligible employee is entitled to a combined total of 26 weeks of leave to care for the covered service member and for reasons 1 through 5 listed above. Leave taken, which does not include caring for a covered service member, is limited to 12 weeks in a year.



If husband and wife are both eligible employees employed by the district, the husband and wife are entitled to a 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. During the single 12-month period, the eligible husband and wife are entitled to a combined total of 26 weeks of leave to care for a covered service member and for reasons 1 or 2 listed above or to care for a parent with a serious health condition. Leave taken, which does not include caring for a covered service member, is limited to a combined total of twelve (12) weeks in a year when taken for reasons 1 or 2 listed above or to care for a parent with a serious health condition.

#### District Notice to Employees

The district shall post, in conspicuous places in each school within the district, where notices to employees and applicants for employment are customarily posted, a notice explaining the FMLA's provisions and providing information about the procedure for filing complaints with the Department of Labor.<sup>2</sup>

#### Employee Notice to District

##### Foreseeable:

When the need for leave is foreseeable for reasons 1 through 4 or for the care of a covered service member 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, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is 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 necessity for leave is for reason 5 listed above is foreseeable, whether because the spouse, son, daughter, or parent of the employee is on active duty, or because of notification of an impending call or order to active duty in support of a contingency operation, the employee shall provide such notice to the district as is reasonable and practicable.

When the need for leave is for reasons 3 or 4 or for the care of a covered service member listed above, 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.

Failure by the employee to give thirty (30) days notice may delay the taking of FMLA leave until at least thirty (30) days after the date the employee provides notice to the district.

##### Unforeseeable:

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.

### Medical Certification<sup>3</sup>

When the need for leave is for reasons 3 or 4 listed above or for the care of a covered service member, the employee should provide a medical certification from a licensed, practicing health care provider supporting the need for leave at the time the notice for leave is given, but must provide certification at least fifteen (15) days prior to the date the leave is to begin. The certification shall include the date on which the serious health condition began, the probable duration of the condition, and the appropriate medical facts within the knowledge of the health care provider regarding the condition. Leave taken for reason 3 listed above, must include certification that the eligible employee is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time the employee is needed to provide the care. For reason 4 listed above, the certification must include a statement that the employee is unable to perform the required functions of his/her position.

If FMLA leave is to be taken on an intermittent or reduced work schedule basis for planned medical treatment, the certification shall include the dates on which such treatment is expected to be given and the duration of such treatment.

Second Opinion: In any case where the district has reason to doubt the validity of the 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 the employee obtain a recertification, at the employee's expense, no more often than every thirty (30) days unless one or more of the following circumstances apply;

- a. The employee requests an extension of leave;
- b. Circumstances described by the previous certification have changed significantly; and/or
- c. The district receives information that casts doubt upon the continuing validity of the certification.

The employee must provide the recertification in no more than fifteen (15) calendar days after the district's request.

No second or third opinion on recertification may be required.

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

When an employee takes sick leave, the district shall determine if the leave qualifies for FMLA leave. The district may request additional information from the employee to help make the applicability<sup>4</sup> determination. If the leave qualifies under the FMLA, the district will notify the employee, either orally or in writing<sup>5</sup>, of the decision within two workdays. If the leave is intermittent or on a reduced schedule as defined in this policy and the circumstances of the leave don't change, the district is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave. To the extent the employee has accrued paid leave, any leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave.

#### Concurrent Leave

The district requires employees to substitute any applicable accrued leave for any part of the twelve (12) week period of FMLA leave. All FMLA leave is unpaid unless substituted by applicable accrued leave.

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

#### 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. 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 their 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.

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

Employees shall inform the district every two weeks<sup>6</sup> during FMLA leave of their current status and intent to return to work.

#### Return to Work

Medical Certification: An employee who has taken FMLA leave under reason 4 stated above shall provide the district with certification from a health care provider that the employee is able to resume 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 may not be restored to a position requiring additional licensure or certification.

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

#### Intermittent or Reduced Schedule Leave

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.

Eligible employees may take intermittent or reduced schedule leave due to reasons 3 and 4 listed above or to care for a covered service member if they have

(A) made 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 of the employee or the health care provider of the son, daughter, spouse, or parent of the employee, as appropriate; and

(B) provided the employer with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave under such subparagraph, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.

Eligible employees requesting intermittent or reduced schedule leave that is foreseeable based on planned medical treatment may be transferred to an alternative position for which the employee is qualified with equivalent pay and benefits that better accommodates the employee's intermittent or reduced schedule leave.

If an eligible employee who meets the definition of an instructional employee requests intermittent or reduced schedule leave that is foreseeable based on planned medical treatment and the employee would be on leave for greater than 20 percent of the total number of working days in the period during which the leave would extend, the district may require the employee to elect either

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

#### Leave taken by eligible instructional employees near the end of the academic term<sup>7</sup>

##### Leave more than 5 weeks prior to end of term.

If the eligible, instructional employee begins leave, due to reasons 1 through 5 listed above or to care for a covered service member, more than 5 weeks prior to the end of the academic term, the district may require the employee to continue taking leave until the end of such term, if

(A) the leave is of at least 3 weeks duration; and

(B) the return to employment would occur during the 3-week period before the end of such term.

##### Leave less than 5 weeks prior to end of term

If the eligible, instructional employee begins leave, due to reasons 1 through 3 listed above or to care for a covered service member, during the period that commences 5 weeks prior to the end of the academic term, the district may require the employee to continue taking leave until the end of such term, if

(A) the leave is of greater than 2 weeks duration; and

(B) the return to employment would occur during the 2-week period before the end of such term.

Leave less than 3 weeks prior to end of term

If the eligible, instructional employee begins leave, due to reasons 1 through 3 listed above or to care for a covered service member, during the period that commences 3 weeks prior to the end of the academic term and the duration of the leave is greater than 5 working days, the agency or school may require the employee to continue to take leave until the end of such term.

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

<sup>1</sup> Within the context of the FMLA, this is a complicated definition. In an effort to help you be able to apply the definition to the realities of your district, we have attached (as a separate page to the policy) the federal rules which lay out the complexities.

<sup>2</sup> A Department of Labor poster is available at <http://www.dol.gov/esa/regs/compliance/posters/fmla.htm>. Additional forms (one for the employee to take to their health care provider for verification of the reason for his/her leave request and a second one for the district's response to the request for leave) are available at <http://www.dol.gov/esa/whd/fmla/#ooster>.

<sup>3</sup> It is difficult for the district to "back charge" FMLA leave. If you have reason to ask for a medical certification, it is wise to notify the employee that the leave will be charged against their yearly allotment of FMLA leave when you request the certification. If it turns out that the leave does not qualify, you will need to readjust the available FMLA leave accordingly.

<sup>4</sup> As used in this policy, "applicable" is a very important word. Some leave taken under FMLA also applies to sick leave and therefore, the employee will get paid for the leave to the extent the employee has sick leave accrued. Other leave taken under FMLA is not applicable to sick leave and therefore the FMLA leave is unpaid. For instance, "applicable leave" in terms of time taken under FMLA due to the birth of a child will vary depending on the language in your district's policy on sick leave. For instance, if sick leave may be taken "for reason of personal illness or illness in the immediate family" (based on the statutory definition in 6-17-1302, and an employee gives birth to a child, she may take sick leave for the amount of time that her personal physician deems it necessary for her to physically recover from childbirth. Once the medically necessary time has passed, sick leave is no longer appropriate and

cannot be used. While under the FMLA, the employee could take additional time off work, she would need to take unpaid FMLA leave for this purpose, unless she had personal days or vacation days available. However, if your district has a much more liberal definition of sick leave in district policy, the results could be entirely different. Another example would be the potential for overlap between pregnancy complications that arise to the level of a "serious health condition." For instance, pregnancy complications that rose to the level of a "serious health condition" would qualify for both, while missing work for a dentist's appointment would qualify for sick leave, but would not qualify for FMLA leave. Consult policy **8.5–NONCERTIFIED EMPLOYEES SICK LEAVE** when making the determination of what sick leave qualifies under both policies. It may also be helpful to consult 29 CFR 825.114 which is attached at the end of this policy.

<sup>5</sup> If the notice is oral, it must be confirmed in writing no later than the following payday (unless the payday is less than one week after the notice, in which case the notice must be no later than the subsequent payday). The written notice may be in any form, including a notation on the employee's pay stub.

<sup>6</sup> You may choose the time interval of the required duty to report, but it must be reasonable.

<sup>7</sup> This language is included in this policy because there may be a few noncertified employees which are included in the requirements. For examples, see the definition of instructional employees in this policy.

#### Cross Reference: **8.5–NONCERTIFIED EMPLOYEES SICK LEAVE**

Legal References:     29 USC §§ 2601 et seq.  
                              29 CFR 825.100 et seq.

Date Adopted:

Last Revised:

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

## 29 CFR 825.114 - What is a "serious health condition" entitling an employee to FMLA leave?

(a) For purposes of FMLA, "serious health condition" entitling an employee to FMLA leave means an illness, injury, impairment, or physical or mental condition that involves:

(1) Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (for purposes of this section, defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom), or any subsequent treatment in connection with such inpatient care; or

(2) Continuing treatment by a health care provider. A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

(i) A period of incapacity (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom) of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:

(A) Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or

(B) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.

(ii) Any period of incapacity due to pregnancy, or for prenatal care.

(iii) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:

(A) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;

(B) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

(C) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

(iv) A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

(v) Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

(b) Treatment for purposes of paragraph (a) of this section includes (but is not limited to) examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations,



or dental examinations. Under paragraph (a)(2)(i)(B), a regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.

(c) Conditions for which cosmetic treatments are administered (such as most treatments for acne or plastic surgery) are not "serious health conditions" unless inpatient hospital care is required or unless complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc., are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave. Restorative dental or plastic surgery after an injury or removal of cancerous growths are serious health conditions provided all the other conditions of this regulation are met. Mental illness resulting from stress or allergies may be serious health conditions, but only if all the conditions of this section are met.

(d) Substance abuse may be a serious health condition if the conditions of this section are met. However, FMLA leave may only be taken for treatment for substance abuse by a health care provider or by a provider of health care services on referral by a health care provider. On the other hand, absence because of the employee's use of the substance, rather than for treatment, does not qualify for FMLA leave.

(e) Absences attributable to incapacity under paragraphs (a)(2) (ii) or (iii) qualify for FMLA leave even though the employee or the immediate family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days. For example, an employee with asthma may be unable to report for work due to the onset of an asthma attack or because the employee's health care provider has advised the employee to stay home when the pollen count exceeds a certain level. An employee who is pregnant may be unable to report to work because of severe morning sickness.

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

The District provides up to an additional ten (10) days of paid leave for its employees who meet both of the following requirements:

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

The employee is responsible for providing the District proof that the employee or the employee's dependent has received a quarantine or isolation order. The proof may be in any of the following forms, as applicable:

- A positive test result;
- Proof of receipt of a PCR test;
- A written quarantine or isolation order from the employee's or the employee's dependent's treating physician, the ADH, or the District's Point Of Contact (POC); or
- Written notification of close contact or potential close contact status from ADH, the District POC, or another district's POC if the close contact is from another district.

In addition to other appropriate documentation, employees who intend to take leave under this policy due to the need to care for a dependent must submit a written statement indicating the relationship with the dependent, the dependent's age, and that the employee is the only individual capable of caring for the dependent.

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

- If an employee has applicable leave under the FFCRA and this policy:
  - The District shall use available leave under the FFCRA first ;
  - The District shall use the employee's available FFCRA leave until the earlier of the expiration of the quarantine or isolation order or the exhaustion of the employee's FFCRA leave;
  - The District shall automatically switch the employee to use leave under this policy, if available, should the employee's quarantine or isolation order last longer than the employee's FFCRA leave; and
  - The District shall automatically switch the employee to another form of applicable District provided paid leave, if available, should the employee's quarantine or isolation order last longer than the employee's available leave under the FFCRA or this policy.
- If an employee has applicable leave under the FFCRA or this policy but not both:
  - The District shall use the employee's available leave until the earlier of the expiration of the quarantine or isolation order or the exhaustion of the employee's available leave; and

- The District shall automatically switch the employee to another form of applicable District provided paid leave, if available, should the employee's quarantine or isolation order last longer than the employee's available leave under the FFCRA or this policy.
- If an employee has no leave remaining under this policy or applicable leave under the FFCRA, then the District shall use another form of applicable District provided paid leave, if available.

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

An employee's eligibility to receive paid leave under this policy expires on June 30, 2022.

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

Adopted: September 14, 2020  
 Revised: January 14, 2021, retroactive to January 1, 2021  
 Revised: December 13, 2021, retroactive to July 1, 2021

Legal References:       Commissioner's Memo COM-21-061  
                                   29 C.F.R. Part 826

## 8.24---SCHOOL BUS DRIVER'S USE OF CELL PHONES

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

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

Date Adopted:  
 Last Revised:

## 8.26- CLASSIFIED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

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

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

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

### Definitions:

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

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

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

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

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

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

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

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

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

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

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

Legal Reference: A.C.A. § 6-18-514

Date Adopted:

Last Revised:

## 8.27-CLASSIFIED PERSONNEL LEAVE-INJURY FROM ASSAULT

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

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

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

Legal Reference:      ACA. § 6-17-1308

Date Adopted:

Last Revised:

## 8.28-DRUG FREE WORKPLACE- NONCERTIFIED PERSONNEL

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

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

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

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

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

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



employee be tested, and the expense for such voluntary testing shall be borne by the employee.

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

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

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

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

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

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

Any employee who possesses, uses, distributes or is under the influence of a prescription medication obtained by a means other than his own current prescription shall be treated as though he was in possession, possession with intent to deliver, or under the influence, etc.

of an illegal substance. An illegal drug or other substance is one which is (a) not legally obtainable; or (b) one which is legally obtainable, but which has been obtained illegally. The District may require an employee to provide proof from his physician and/or pharmacist that the employee is lawfully able to receive such medication. Failure to provide such proof, to the satisfaction of the Superintendent, may result in discipline, up to and including a recommendation of termination.

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

Date Adopted:

Last Revised:

## 8.28F-DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT

### CERTIFICATION

I, hereby certify that I have been presented with a copy of the Yellville-Summit School District's drug-free workplace policy, that I have read the statement, and that I will abide by its terms as a condition of my employment with District.

Signature \_\_\_\_\_

Date \_ \_ \_ \_ \_

## 8.29-NONCERTIFIED PERSONNEL VIDEO SURVEILLANCE

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

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

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

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

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

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

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

Date Adopted:  
Last Revised:

## CLASSIFIED PERSONNEL REDUCTION IN FORCE

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

In the event that reductions in the classified staff becomes necessary due to decreased student enrollment, shortage of revenues, or circumstances outside the control of the district, the Board of Education shall endeavor to accomplish the necessary reductions in an impartial and objective manner. Reductions will start with part-time employees being the first to be laid off. However, the continuation of the district's educational program shall receive highest priority in these considerations.

### DEFINITIONS

**NORMAL ATTRITION**-This phase is defined for the purposes of this policy as severance from employment by the district due to the retirement or resignation, but not including discharge for cause of employee.

**LAYOFF**-This word shall be defined as any necessary reduction in work force occurring beyond normal attrition, but not including discharge for cause of employee.

**IN DISTRICT**-Yellville-Summit School District.

### PROCEDURES

1. All classified personnel of the Yellville-Summit School District or any assumed district through annexation or consolidation and now a part of Yellville-Summit School District shall be covered by the provisions of this policy.
2. Prior to the implementation of a reduction in force, an evaluation of all support services shall be conducted in order to minimize the potential impact upon the quality of the district's basic educational program(s)/services(s).
3. If possible, a reduction in force shall be accomplished through normal attrition.
4. Qualifications shall be determined by using the following criteria:
  - a. Suitability to job description.
  - b. Specialized training.
  - c. Experience.
  - d. Years of service in district.
5. Final recommendation made by District Superintendent, upon review of recommendations issued by the immediate supervisor(s) of affected employees.
  - a. Certified personnel cannot displace classified personnel. There is no implied right to "bump" or displace another employee of the district.

7. The displaced employee shall retain position on the salary schedule according to experience and training and shall if recalled be placed accordingly on the most current salary schedule.
- a. Personnel who have been laid off, and who are qualified to fill an existing vacancy, shall be recalled in order of service years. No new personnel shall be employed by the school district unless no laid off personnel are qualified to fill that position, or those qualified have refused the position in question.
9. Notice of recall shall be sent by certified mail to the last address furnished to the school district. The District shall also attempt to contact the recalled employee by phone on the same day that notification by mail is initiated. Notification of a change in address and contact telephone information is the responsibility of the employee. Failure to respond to notice of recall within the ten (10) calendar days following an offer of recall being sent from the district shall be deemed a refusal of the position offered. In case of refusal, the District's obligation of recall shall end.
10. An employee who is laid off shall remain on recall for a period of two (2) years after the effective date of layoff unless recall rights are waived in writing.
11. A full time employee on layoff may accept a part-time position with the district without jeopardizing recall status for any full time position which may become available. Part-time positions shall be offered to full and part-time qualified personnel.
12. A laid-off employee may file a grievance under the provisions of the district policy concerning such matters with the Superintendent within 10 days of receipt of notice of layoff.
13. Any accrued personal or sick leave upon notice of layoff shall remain intact for period of two years.

### 8.31-NONCERTIFIED PERSONNEL TERMINATION AND NON-RENEWAL

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

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

Legal reference: A.C.A. § 6-17-2301

Date Adopted:  
Last Revised:

## 8.32-NONCERTIFIED PERSONNEL ASSIGNMENTS

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

Date Adopted:

Last Revised:



### 8.33--CLASSIFIED PERSONNEL SCHOOL CALENDAR

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

The Yellville-Summit School District shall operate by the following calendar. (Insert your school calendar here.)

Legal Reference: A.C.A. § 6-17-2301

Date Adopted:  
Last Revised:

### 8.34-NONCERTIFIED PERSONNEL WHO ARE MANDATORY REPORTERS Duty to Report Child Abuse, Maltreatment or Neglect

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<sup>2</sup>. Employees and volunteers who call the Child Abuse Hotline in good faith are immune from civil liability and criminal prosecution.

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

Notes: <sup>1</sup> For a listing of who qualifies as mandatory reporters refer to A.C.A. § 12-12-504(b).

<sup>2</sup> This is a delicate matter and the district would be wise to avail itself of professional development in this area available from DHS and other sources.

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

Date Adopted:

Last Revised:

### ACKNOWLEDGEMENT OF RECEIPT

I, \_\_\_\_\_ hereby acknowledge that I have been notified that a copy of the Yellville-Summit School District's *Classified Personnel Policy Manual* is posted on the District's web site at [www.yellvillesummitschools.com](http://www.yellvillesummitschools.com) and that it is my responsibility to read said policy and make certain that I understand fully all that is contained therein.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Employee Signature

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Witness