

Fort Smith Public Schools

Personnel Policies

Classified Staff

2026-2027

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8.0—CLASSIFIED PERSONNEL POLICY COMMITTEE

Membership

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

1. At least one (1) nonmanagement classified representative from each of the following classifications:
   a. Maintenance, operation, and custodians;
   b. Transportation;
   c. Food service;
   d. Office Administrative Assistants and clerks;
   e. Aides and paraprofessionals; and
   f. Health services
2. Three (3) non-management At Large individuals to represent any classified employee job classification
3. Up to three (3) administrators appointed by the Superintendent, which may include the Superintendent.

Election of Non-management Members

The non-management members of the PPC shall be elected as follows:

The election for the non-management members of the PPC shall be conducted by the PPC by October 15 of each year. The election shall be conducted with the use of a secret ballot. A non-management employee may cast a ballot to vote for the candidate(s) the non-management employee is eligible to vote for. The candidate who receives the highest number of votes shall be declared the winner. In the event a position up for election only receives one candidate by the date designated for the submission of candidates, the unopposed candidate shall be declared to be elected without the need to hold a full election for the position.

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

Length of Term

The length of term for non-management members of the PPC shall be three (3) years. Terms of non-management members shall be staggered so that, to the extent possible, an equal number of non-management members are elected each year. If an election is held due to a vacancy on the PPC, the individual elected to fill the vacancy shall be elected to the remainder of the unexpired term.

Selection of Officers

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

Meetings

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

- Determine whether additional policies or amendments to existing policies are needed;
- Review any policies or changes to policies proposed by the Board;
- Propose additional policies or amendments to the Board; and

- Review any proposed distribution of a salary underpayment from previous years.
- The PPC shall hold special meetings throughout the year as necessary to review personnel policy proposals from the Board.

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

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

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

Recording of Meetings

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

Information Posted to District Website

The following information shall be posted to the District website:

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

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

Additional Reference: ASBA Model Policies

Date Adopted: 11/21/2024
Last Revised: 11/21/2024

8.1—CLASSIFIED PERSONNEL SALARY SCHEDULE

The District has five categories of classified personnel: 1) Office Administrative Assistants and Professional Staff; 2) Security and Facilities; 3) Child Nutrition; 4) Paraprofessionals; and 5) Transportation.

All employees are paid based on training and approved experience. Employees will be paid in twenty-four installments. Employees will be compensated through direct deposit. Direct deposit procedures will be in accordance with guidelines promulgated by the District's School Business Office.

Any employee leaving the District prior to the close of the school year is paid in full for the total number of days of service rendered at the end of the next regular pay period.

For the purposes of this Policy, an employee must work one-half (1/2) of the number of their regularly assigned annual work days to qualify for a step increase.

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

Effective July 1, 2010, one full year credit will be allowed for each year of full-time active military service up to a maximum of four years credit on the District classified salary schedule.

Click here to connect to the current salary schedule.

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

Additional Reference: ASBA Model Policies

Date Adopted: June 22, 2020
Last Revised: July 1, 2023

8.2—CLASSIFIED PERSONNEL EVALUATIONS

Classified personnel may be periodically evaluated.

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

Legal Reference: A.C.A. § 6-17-2301

Additional Reference: ASBA Model Policies

Date Adopted: June 22, 2020
Last Revised: February 8, 2021

8.3—EVALUATION OF CLASSIFIED PERSONNEL BY RELATIVES

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

Reference: ASBA Model Policies

Date Adopted: June 22, 2020
Last Revised: February 8, 2021

8.3.1—ANTI-NEPOTISM OR RELATIONSHIP POLICY

Members of an employee's immediate family and their romantic partners will be considered for employment at the District on the basis of their qualifications. Immediate family and romantic relationship partners may not be hired, assigned, transferred or promoted, however, if the employment, assignment or new position would:

1. Create an immediate supervisor/subordinate relationship with a family member or romantic relationship partner; or
2. Have the potential for creating an adverse impact on work performance.

For the purpose of this Policy, immediate family includes spouse, parent, child, sibling, in-law, aunt, uncle, niece, grandparent, grandchild, and members of household. Romantic relationship means a consensual relationship between individuals of a romantic or intimate nature. Romantic relationship partner means one of the individuals in a romantic relationship.

Any employee who directly supervises another employee should refrain from romantic involvement with a subordinate. Employees who become immediate family members or establish a romantic relationship may continue employment as long as it does not involve 1 or 2 above. If one of these conditions could occur, one of the employees must first disclose the potential relationship to the Superintendent or designee and request a transfer for one of the individuals involved. Provided the disclosure is made by one of the employees prior to an allegation or investigation of a potential violation of this Policy, the District will make reasonable efforts to find a suitable position within the District for one or both of the involved employees. If an accommodation of this nature is not feasible in the District's sole discretion or otherwise fails, the employees will be permitted to determine which of them will resign. If the employees cannot make a decision, the District will decide in its sole discretion who will remain employed. If a transfer is permitted, the transferred employee will receive the wages, hours and schedule that are appropriate for the new position.

Reference: ASBA Model Policies

Date Adopted: June 22, 2020
Last Revised: February 8, 2021

8.4—CLASSIFIED PERSONNEL BUS DRIVER DRUG TESTING

Definitions

"Clearinghouse" means the Federal Motor Carrier Safety Administration Commercial Driver's License Drug and Alcohol Clearinghouse.

"Database" means the Commercial Driver Alcohol and Drug Testing Database of the Office of Driver Services of the Arkansas Department of Finance and Administration.

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

"School Bus" is a motorized vehicle that meets the following requirements:
1. Is designed to carry more than ten (10) passengers;
2. Is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District; and
3. Is operated for the transportation of students from home to school, from school to home, or to and from school events.

Scope of Policy

Each person hired for a position that allows or requires the employee to operate a school bus shall meet the following requirements:
1. The employee shall possess a current driver's license authorizing the individual to operate the size school bus the individual is being hired to drive;
2. Have undergone a physical examination, which shall include a drug test, by a licensed physician or advanced practice nurse within the past two years; and
3. A current valid certificate of school bus driver in service training.

Each person's initial employment for a job entailing a safety-sensitive function is conditioned upon:
1. The District receiving a negative drug test result for that employee;
2. The employee submitting an electronic authorization through the Clearinghouse for the District to run a full query of the employee's information in the Clearinghouse; and
3. The employee's signing a written authorization for the District to request information from:
    a) The Database; and
    b) Any U.S. Department of Transportation regulated employers who have employed the employee during any period during the two (2) years prior to the date of the employee's application.

All employees who perform safety-sensitive functions shall annually submit a written authorization for the District to conduct a limited query of the employee's information from the Clearinghouse. The District shall perform a limited query of all employees who perform safety-sensitive functions at least once each school year. If the District's limited query of the Clearinghouse shows that information exists in the Clearinghouse that may prohibit the employee from performing safety-sensitive functions, the District shall conduct a full query of the Clearinghouse on the employee within twenty-four (24) hours of conducting the limited query. If the District is unable to conduct a full query within twenty-four (24) hours due to the twenty-four (24) hours falling on a weekend, holiday, or other day the District is closed or due to the failure of the employee to authorize the District to receive information resulting from the full query of the Clearinghouse, the employee shall not be permitted to perform any safety-sensitive function until the District conducts the full query and the results confirm that the employee's Clearinghouse record contains no prohibitions on the employee performing safety-sensitive functions.

Methods of Testing

The collection, testing methods and standards shall be determined by the agency or other medical organizations chosen by the 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").

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

1. 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;
2. No driver shall use alcohol while performing safety-sensitive functions;
3. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol;
4. 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;
5. No driver shall refuse to submit to an alcohol or drug test in conjunction with # 1, 2, and/or 4 above;

6. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when using any controlled substance, except when used pursuant to the instructions of a licensed medical practitioner who, with knowledge of the driver's job responsibilities, has advised the driver that the substance will not adversely affect the driver's ability to safely operate his/her vehicle. It is the employee's responsibility to inform his/her supervisor of the employee's use of such medication; and
7. 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.

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:
1. 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;
2. Failed to remain at the testing site until the testing process was completed;
3. Failed to provide a urine specimen for any required drug test;
4. Failed to provide a sufficient amount of urine without an adequate medical reason for the failure;
5. Failed to undergo a medical examination as directed by the Medical Review Officer as part of the verification process for the previous listed reason;
6. Failed or declined to submit to a second test that the employer or collector has directed the driver to take;
7. Failed to cooperate with any of the testing process; and/or
8. Adulterated or substituted a test result as reported by the Medical Review Officer.

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

Consequences for Violations

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

functions. Actions regarding their continued employment shall be taken in relation to their inability to perform these functions and could include termination of their contract of employment.

Drivers who exhibit signs of violating the prohibitions of this Policy relating to alcohol or controlled substances shall not be allowed to perform or continue to perform safety-sensitive functions if they exhibit those signs during, just preceding, or just after the period of the work day that the driver is required to be in compliance with the provisions of this Policy. This action shall be based on specific, contemporaneous, 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 twenty-four (24) hours from the time the observation was made triggering the driver's removal from duty.

If the results for an alcohol test administered to a driver is equal to or greater than 0.02, but less than 0.04, the driver shall be prohibited from performing safety-sensitive functions for a period no less than twenty-four (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.

Reporting Requirements

The District shall report the following information about an employee who performs safety-sensitive functions to the Clearinghouse by the close of the third (3rd) business day following the date the District obtained the information:

1. An alcohol confirmation test result with an alcohol concentration of 0.04 or greater;
2. A negative return-to-duty test result;
3. A refusal to take an alcohol test;
4. A refusal to test determination; however, if the refusal to test determination is based on the employee's admission of adulteration or substitution of the specimen, the District shall only report the admissions made to the specimen collector; and
5. A report that the driver has successfully completed all follow-up tests as prescribed in the Substance Abuse Professional report.

The District shall report the following violations for an employee who performs safety-sensitive functions by the close of the third (3rd) business day following the date the District obtains actual knowledge of:

1. On-duty alcohol use;
2. Pre-duty alcohol use;
3. Alcohol use following an accident; and
4. Controlled substance use.

Legal References: A.C.A. § 6-19-108
A.C.A. § 6-19-119

A.C.A. § 27-23-105
A.C.A. §§ 27-23-201 et seq.
49 C.F.R. § 382.101 – 605
49 C.F.R. § part 40
49 C.F.R. § 382.701 et seq.
49 C.F.R. § 383.5

49 C.F.R. § 390.5
Arkansas Division of Academic Facilities and Transportation Rules Governing Facilities and Security of Arkansas Public School Buses and Physical Examinations of School Bus Drivers

Additional Reference: ASBA Model Policies

Date Adopted: June 22, 2020
Last Revised: April 28, 2025

8.5—RESERVED

8.5.1—CLASSIFIED EMPLOYEES SICK LEAVE – OFFICE ADMINISTRATIVE ASSISTANTS AND PROFESSIONAL STAFF

Definitions

"Employee" *is a full-time employee of the District.*

"Sick Leave" *is absence from work due to illness, whether by the employee or a member of the employee's immediate family.*

"Excessive Sick Leave" *is absence from work, whether paid or unpaid, that exceeds twelve (12) days in a contract year for an employee and that is not excused pursuant to: District policy; the Family Medical Leave Act; a reasonable accommodation of disability under the Americans With Disabilities Act; or due to a compensable Workers' Compensation claim.*

"Grossly Excessive Sick Leave" *is absence from work, whether paid or unpaid, that exceeds ten percent (10%) of the employee's contract length and that is not excused pursuant to: District policy; the Family Medical Leave Act; a reasonable accommodation of disability under the Americans With Disabilities Act; or due to a compensable Workers' Compensation claim.*

"Current Sick Leave" *means those days of sick leave for the current contract year, which leave is granted at the rate of one (1) day of sick leave per contracted month, or major part thereof.*

"Accumulated Sick Leave" *is the total of unused sick leave accrued from previous contracts, but not used. Accumulated sick leave also includes the sick leave transferred from an employee's previous public school employment.*

"Immediate family" *means an employee's spouse, children, grandchildren, parents or legal guardian, spouse's parents or legal guardian or other relatives living in employee's house.*

Serious Health Condition" *is defined as an illness, injury, impairment, or physical or mental condition that involves:*

- *Inpatient care (i.e., an overnight stay in a hospital, hospice, or residential medical facility), and/or*
- *Continuing treatment by a health care provider—such as chemotherapy, radiation therapy, or other cancer treatments—or for conditions that would likely result in incapacity if left untreated.*

Office administrative assistants and professional staff are allowed sick leave for personal illness according to the provisions and schedule listed below:

A. SICK LEAVE ACCUMULATION:

Each employee will receive a minimum of one day per month or major portion thereof sick leave per year at full pay. Sick leave that is unused by an employee during any school year will be accumulated for such employee's sick leave account at a rate of one day per month or major

portion thereof with unlimited accumulated sick leave. An employee who qualifies for sick leave may use any amount up to his or her total number of accumulated days. Employees coming into the District will be credited with accumulated leave as per state law.

B. EXTENDED LEAVE:

In the event an employee in the District exhausts his or her sick leave under Section A of this Policy, he or she will be allowed an additional one hundred fifteen (115) days to be used over a lifetime with only the cost of the substitute salary being deducted. Extended Leave that is unused by an employee during any school year will be accumulated for use in subsequent school years while the employee is employed by the District. This provision will be administered annually as needed using the following guidelines:

Years' Experience	Leave
0-1 Year	10 days
2-20 Years	5 days

Sick leave benefits provided in Sections A and/or B of this Policy may be claimed beginning the first day of the contract.

C. CATASTROPHIC AND DREAD DISEASE LEAVE:

An employee who becomes unable to perform his or her duties due to a serious health condition certified by the treating physician will be granted up to thirty days leave at full pay in one year or seventy-five days leave with full pay during the total employment tenure of the individual. Additional leave with only the cost of the substitute's salary being deducted will be granted annually as needed at the following rate:

Years' Experience	Leave
0-5 Years	30 days
5-10 Years	60 days
10 & above	150 days

Benefits under this Section are payable for time of illness or incapacitation during the dates of service in the contract. The employee must exhaust sick leave under Section A before using leave under Section C.

Eligibility under this Section may be established any time on or after the date of signing a contract. Once eligibility has been established, benefits may be claimed more than once in a school year for the initial injury, disease, or complication. Additional eligibility must be established each year or for any unrelated injury or disease.

Physician statements verifying that the employee is unable to work must be provided to the District as requested. The District may request a confirming statement about the status of an employee's incapacitation from a physician of its choice.

D. EXHAUSTION OF SICK LEAVE:

If an employee should take sick leave after exhausting all leave under Sections A, B, C, and D of this Policy, it will result in an immediate deduction of salary at his or her daily rate of pay for each day taken. Upon resignation prior to the end of an employee's contract, any sick leave that

has been used but not earned will be deducted from the final payment at the employee's daily rate of pay.

E. PHYSICIAN'S STATEMENT:
The treating physician's statement may be requested by the principal or Superintendent from any employee who is absent due to personal illness. The District may request a confirming statement about the status of an employee's illness from a physician of its choice.

F. WORKERS COMPENSATION:
An employee eligible for worker's compensation benefits should make application for those benefits. The District will use the employee's accumulated sick leave until exhausted so that when combined with workers' compensation he or she will receive payment equivalent to his or her regular weekly salary. Sick leave time used in conjunction with workers' compensation will be computed on the same basis as regular sick leave. Payments made to an employee under any District plan or Policy shall be considered advance payment of compensation under the Arkansas Workers' Compensation Act; the District shall be entitled to a dollar for dollar credit toward the total amount of indemnity benefits due.

G. SEVERANCE:
If after ten or more years of service to the District an employee leaves the District, that employee, upon separation, will receive payment of his or her unused portion of sick leave to a maximum of one hundred twenty days at the base rate of current clerical substitute pay. Payment will be made only for unused earned sick leave that is accumulated under Section A of this Policy.

H. RETIREMENT:
If after five or more years of service to the District an employee retires, that employee, upon separation, will receive payment of his or her unused portion of sick leave to a maximum of one hundred twenty days at the base rate of current clerical substitute pay. Payment will be made only for unused earned sick leave that is accumulated under Section A of this Policy. Any accrued sick leave which is used to establish additional retirement credit is not eligible for payment under this Policy.

I. DEATH:
If an employee dies while employed in the District, that employee's beneficiary will receive payment at the base rate of current substitute clerical pay of the unused portion of the employee's sick leave to a maximum of one hundred twenty days which had accumulated while the deceased was employed in the District. Payment will be made only for unused earned sick leave that was accumulated under Section A of this Policy.

J. CARE OF A CHILD FOLLOWING BIRTH OR ADOPTION:
Upon request each employee may be granted a maximum of thirty days paid leave with only the reduction for the current base rate of substitute pay for the purpose of caring for a child following birth or adoption. The employee is entitled to one leave per child and agrees to not take an additional paying job during the leave of absence. Upon return from such leave the employee will be placed at the position on the salary schedule the employee would have attained

had he or she worked in the District during such period. Paid leave under this policy shall not be used in conjunction with any other maternity or parental leave benefit provided by the District.

K. IMMEDIATE FAMILY ILLNESS:
Employees may take sick leave under Sections A and/or B for absence due to illness of the employee's Immediate Family.

L. FAMILY ILLNESS OUTSIDE THE IMMEDIATE FAMILY:
The cost of substitute will be deducted from the employee's pay for absences for family illnesses outside of Immediate Family up to a maximum of fifteen (15) days per school year.

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

Legal References: A.C.A. §§ 6-17-1301 et seq.
29 U.S.C. §§ 2601 et seq.
29 C.F.R. §§ 825.100 et seq.

Additional Reference: ASBA Model Policies

Date Adopted: June 22, 2020
Last Revised: August 25, 2025

8.5.2—CLASSIFIED EMPLOYEES SICK LEAVE – SECURITY AND FACILITIES

Definitions

"Employee" *is a full-time employee of the District.*

"Sick Leave" *is absence from work due to illness, whether by the employee or a member of the employee's immediate family.*

"Excessive Sick Leave" *is absence from work, whether paid or unpaid, that exceeds twelve (12) days in a contract year for an employee and that is not excused pursuant to: District policy; the Family Medical Leave Act; a reasonable accommodation of disability under the Americans With Disabilities Act; or due to a compensable Workers' Compensation claim.*

"Grossly Excessive Sick Leave" *is absence from work, whether paid or unpaid, that exceeds ten percent (10%) of the employee's contract length and that is not excused pursuant to: District policy; the Family Medical Leave Act; a reasonable accommodation of disability under the Americans With Disabilities Act; or due to a compensable Workers' Compensation claim.*

"Current Sick Leave" *means those days of sick leave for the current contract year, which leave is granted at the rate of one (1) day of sick leave per contracted month, or major part thereof.*

"Accumulated Sick Leave" *is the total of unused sick leave accrued from previous contracts, but not used. Accumulated sick leave also includes the sick leave transferred from an employee's previous public school employment.*

"Immediate family" *means an employee's spouse, children, grandchildren, parents or legal guardian, spouse's parents or legal guardian or other relatives living in employee's house.*

Serious Health Condition" *is defined as an illness, injury, impairment, or physical or mental condition that involves:*

- *Inpatient care (i.e., an overnight stay in a hospital, hospice, or residential medical facility), and/or*
- *Continuing treatment by a health care provider—such as chemotherapy, radiation therapy, or other cancer treatments—or for conditions that would likely result in incapacity if left untreated.*

Security and facilities employees are allowed sick leave according to the provisions listed below:

A. SICK LEAVE ACCUMULATION:

Each employee will receive a minimum of one day per month or major portion thereof sick leave per year at full pay. Sick leave that is unused by an employee during any school year will be accumulated for such employee's sick leave account at a rate of one day per month or major portion thereof with unlimited accumulated sick leave. An employee who qualifies for sick leave may use any amount up to his or her total number of accumulated days. Employees coming into the District will be credited with accumulated leave as per state law.

B. RESERVED

C. CATASTROPHIC AND DREAD DISEASE LEAVE:

An employee who becomes unable to perform his or her duties due to a serious health condition certified by the treating physician will be granted up to thirty days leave at full pay in one year or seventy-five days leave with full pay during the total employment tenure of the individual. Additional leave with only the cost of the substitute salary being deducted will be granted annually as needed at the following rate:

Years' Experience	Leave
0-5 Years	30 days
5-10 Years	60 days
10 & above	150 days

Benefits under this Section are payable for time of illness or incapacitation during the dates of service in the contract. The employee must exhaust sick leave under Section A before using leave under Section B.

Eligibility under this Section may be established any time on or after the date of signing a contract. Once eligibility has been established, benefits may be claimed more than once in a school year for the initial injury, disease, or complication. Additional eligibility must be established each year or for any unrelated injury or disease.

Physician statements verifying that the employee is unable to work must be provided to the District as requested. The District may request a confirming statement about the status of an employee's incapacitation from a physician of its choice.

D. EXHAUSTION OF SICK LEAVE:
If an employee should take sick leave after exhausting all leave under Sections A, B and C of this Policy, it will result in an immediate deduction of salary at his or her daily rate of pay for each day taken. Upon resignation prior to the end of an employee's contract any sick leave that has been used but not earned will be deducted from the final payment at the employee's daily rate of pay.

E. PHYSICIAN'S STATEMENT:
The treating physician's statement may be requested by the principal or Superintendent from any employee who is absent due to personal illness. The District may request a confirming statement about the status of an employee's illness from a physician of its choice.

F. WORKERS COMPENSATION:
An employee eligible for worker's compensation benefits should make application for those benefits. The District will use the employee's accumulated sick leave until exhausted so that when combined with workers' compensation he or she will receive payment equivalent to his or her regular weekly salary. Sick leave time used in conjunction with workers' compensation will be computed on the same basis as regular sick leave.

Payments made to an employee under any District plan or Policy shall be considered advance payment of compensation under the Arkansas Workers' Compensation Act; the District shall be entitled to a dollar for dollar credit toward the total amount of indemnity benefits due.

G. SEVERANCE AND RETIREMENT:
If after ten or more years of service to the District an employee leaves the District, that employee, upon separation, will receive payment of his or her unused portion of sick leave at the maximum of one hundred and twenty days at the base rate of current applicable substitute pay. Payment will be made only for unused earned sick leave that is accumulated under Section A of this Policy.

H. RESERVED

I. DEATH:
If an employee dies while employed in the District, that employee's beneficiary will receive payment at the base rate of current substitute pay of the unused earned portion of the employee's

sick leave to a maximum of one hundred twenty days which had accumulated while the deceased was employed in the District. Payment will be made only for unused earned sick leave that was accumulated under Section A of this Policy.

J. CARE OF A CHILD FOLLOWING BIRTH OR ADOPTION:

Upon request each employee may be granted a maximum of thirty days paid leave with only the reduction for the current base rate of substitute pay for the purpose of caring for a child following birth or adoption. The employee is entitled to one leave per child and agrees to not take an additional paying job during the leave of absence. Upon return from such leave the employee will be placed at the position on the salary schedule the employee would have attained had he or she worked in the District during such period. Paid leave under this policy shall not be used in conjunction with any other maternity or parental leave benefit provided by the District.

K. IMMEDIATE FAMILY ILLNESS:

Employees may take sick leave under Sections A and/or B for absence due to illness of the employee's Immediate Family.

L. FAMILY ILLNESS OUTSIDE THE IMMEDIATE FAMILY:

The cost of substitute will be deducted from the employee's pay for absences for family illnesses outside of Immediate Family up to a maximum of fifteen (15) days per school year.

M. GROSSLY EXCESSIVE ABSENTEEISM

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

Legal References: A.C.A. §§ 6-17-1301 et seq.
29 U.S.C. §§ 2601 et seq.
29 C.F.R. §§ 825.100 et seq.

Reference: ASBA Model Policies

Date Adopted: June 22, 2020
Last Revised: August 25, 2025

8.5.3—CLASSIFIED EMPLOYEES SICK LEAVE – CHILD NUTRITION

Definitions

"Employee" *is a full-time employee of the District.*

"Sick Leave" *is absence from work due to illness, whether by the employee or a member of the employee's immediate family.*

"Excessive Sick Leave" *is absence from work, whether paid or unpaid, that exceeds twelve (12) days in a contract year for an employee and that is not excused pursuant to: District policy; the Family Medical Leave Act; a reasonable accommodation of disability under the Americans With Disabilities Act; or due to a compensable Workers' Compensation claim.*

"Grossly Excessive Sick Leave" *is absence from work, whether paid or unpaid, that exceeds ten percent (10%) of the employee's contract length and that is not excused pursuant to: District policy; the Family Medical Leave Act; a reasonable accommodation of disability under the Americans With Disabilities Act; or due to a compensable Workers' Compensation claim.*

"Current Sick Leave" *means those days of sick leave for the current contract year, which leave is granted at the rate of one (1) day of sick leave per contracted month, or major part thereof.*

"Accumulated Sick Leave" *is the total of unused sick leave accrued from previous contracts, but not used. Accumulated sick leave also includes the sick leave transferred from an employee's previous public school employment.*

"Immediate family" *means an employee's spouse, children, grandchildren, parents or legal guardian, spouse's parents or legal guardian or other relatives living in employee's house.*

Serious Health Condition" *is defined as an illness, injury, impairment, or physical or mental condition that involves:*

- *Inpatient care (i.e., an overnight stay in a hospital, hospice, or residential medical facility), and/or*
- *Continuing treatment by a health care provider—such as chemotherapy, radiation therapy, or other cancer treatments—or for conditions that would likely result in incapacity if left untreated.*

Child Nutrition employees are allowed sick leave according to the provisions listed below:

A. SICK LEAVE ACCUMULATION:

Each employee will receive a minimum of one day per month or major portion thereof sick leave per year at full pay. Sick leave that is unused by an employee during any school year will be accumulated for such employee's sick leave account at a rate of one day per month or major portion thereof with unlimited accumulated sick leave. An employee who qualifies for sick leave

may use any amount up to his or her total number of accumulated days. Employees coming into the District will be credited with accumulated leave as per state law.

B. RESERVED

C. CATASTROPHIC AND DREAD DISEASE LEAVE:

An employee who becomes unable to perform his or her duties due to a serious health condition certified by the treating physician will be granted up to thirty days leave at full pay in one year or seventy-five days leave with full pay during the total employment tenure of the individual. Additional leave with only the cost of the substitute salary being deducted will be granted annually as needed at the following rate:

Years' Experience	Leave
0-5 Years	30 days
5-10 Years	60 days
10 & above	150 days

Benefits under this Section are payable for time of illness or incapacitation during the dates of service in the contract. The employee must exhaust sick leave under Section A before using leave under Section B.

Eligibility under this Section may be established any time on or after the date of signing a contract. Once eligibility has been established, benefits may be claimed more than once in a school year for the initial injury, disease, or complication. Additional eligibility must be established each year or for any unrelated injury or disease.

Physician statements verifying that the employee is unable to work must be provided to the District as requested. The District may request a confirming statement about the status of an employee's incapacitation from a physician of its choice.

D. EXHAUSTION OF SICK LEAVE:

If an employee should take sick leave after exhausting all leave under Sections A, B and C of this Policy, it will result in an immediate deduction of salary at his or her daily rate of pay for each day taken. Upon resignation prior to the end of an employee's contract any sick leave that has been used but not earned will be deducted from the final payment at the employee's daily rate of pay.

E. PHYSICIAN'S STATEMENT:

The treating physician's statement may be requested by the principal or Superintendent from any employee who is absent due to personal illness. The District may request a confirming statement about the status of an employee's illness from a physician of its choice.

F. WORKERS COMPENSATION:

An employee eligible for worker's compensation benefits should make application for those benefits. The District will use the employee's accumulated sick leave until exhausted so that when combined with workers' compensation he or she will receive payment equivalent to his or her regular weekly salary. Sick leave time used in conjunction with workers' compensation will be computed on the same basis as regular sick leave.

Payments made to an employee under any District plan or Policy shall be considered advance payment of compensation under the Arkansas Workers' Compensation Act; the District shall be entitled to a dollar for dollar credit toward the total amount of indemnity benefits due.

G. SEVERANCE AND RETIREMENT:

If after ten or more years of service to the District an employee leaves the District, that employee, upon separation, will receive payment of his or her unused portion of sick leave at the maximum of one hundred and twenty days at the base rate of current applicable substitute pay. Payment will be made only for unused earned sick leave that is accumulated under Section A of this Policy.

H. RESERVED

I. DEATH:

If an employee dies while employed in the District, that employee's beneficiary will receive payment at the base rate of current substitute pay of the unused earned portion of the employee's sick leave to a maximum of one hundred twenty days which had accumulated while the deceased was employed in the District. Payment will be made only for unused earned sick leave that was accumulated under Section A of this Policy.

J. CARE OF A CHILD FOLLOWING BIRTH OR ADOPTION:

Upon request each employee may be granted a maximum of thirty days paid leave with only the reduction for the current base rate of substitute pay for the purpose of caring for a child following birth or adoption. The employee is entitled to one leave per child and agrees to not take an additional paying job during the leave of absence. Upon return from such leave the employee will be placed at the position on the salary schedule the employee would have attained had he or she worked in the District during such period. Paid leave under this policy shall not be used in conjunction with any other maternity or parental leave benefit provided by the District.

K. IMMEDIATE FAMILY ILLNESS:

Employees may take sick leave under Sections A and/or B for absence due to illness of the employee's Immediate Family.

L. FAMILY ILLNESS OUTSIDE THE IMMEDIATE FAMILY:

The cost of substitute will be deducted from the employee's pay for absences for family illnesses outside of Immediate Family up to a maximum of fifteen (15) days per school year.

M. GROSSLY EXCESSIVE ABSENTEEISM

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

Legal References: A.C.A. §§ 6-17-1301 et seq.
29 U.S.C. §§ 2601 et seq.
29 C.F.R. §§ 825.100 et seq.

Reference: ASBA Model Policies

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Last Revised: August 25, 2025

8.5.4—CLASSIFIED EMPLOYEES SICK LEAVE – PARAPROFESSIONALS

Definitions

"Employee" *is a full-time employee of the District.*

"Sick Leave" *is absence from work due to illness, whether by the employee or a member of the employee's immediate family.*

"Excessive Sick Leave" *is absence from work, whether paid or unpaid, that exceeds twelve (12) days in a contract year for an employee and that is not excused pursuant to: District policy; the Family Medical Leave Act; a reasonable accommodation of disability under the Americans With Disabilities Act; or due to a compensable Workers' Compensation claim.*

"Grossly Excessive Sick Leave" *is absence from work, whether paid or unpaid, that exceeds ten percent (10%) of the employee's contract length and that is not excused pursuant to: District policy; the Family Medical Leave Act; a reasonable accommodation of disability under the Americans With Disabilities Act; or due to a compensable Workers' Compensation claim.*

"Current Sick Leave" *means those days of sick leave for the current contract year, which leave is granted at the rate of one (1) day of sick leave per contracted month, or major part thereof.*

"Accumulated Sick Leave" *is the total of unused sick leave accrued from previous contracts, but not used. Accumulated sick leave also includes the sick leave transferred from an employee's previous public school employment.*

"Immediate family" *means an employee's spouse, children, grandchildren, parents or legal guardian, spouse's parents or legal guardian or other relatives living in employee's house.*

Serious Health Condition" *is defined as an illness, injury, impairment, or physical or mental condition that involves:*

- *Inpatient care (i.e., an overnight stay in a hospital, hospice, or residential medical facility), and/or*
- *Continuing treatment by a health care provider—such as chemotherapy, radiation therapy, or other cancer treatments—or for conditions that would likely result in incapacity if left untreated.*

Paraprofessional employees are allowed sick leave according to the provisions listed below:

A. SICK LEAVE ACCUMULATION:

Each employee will receive a minimum of one day per month or major portion thereof sick leave per year at full pay. Sick leave that is unused by an employee during any school year will be accumulated for such employee's sick leave account at a rate of one day per month or major portion thereof with unlimited accumulated sick leave. An employee who qualifies for sick leave

may use any amount up to his or her total number of accumulated days. Employees coming into the District will be credited with accumulated leave as per state law.

Sick leave benefits provided in Section A of this Policy may be claimed beginning the first day of the contract.

B. RESERVED

C. CATASTROPHIC AND DREAD DISEASE LEAVE:

An employee who becomes unable to perform his or her duties due to a serious health condition certified by the treating physician will be granted up to thirty days leave at full pay in one year or seventy-five days leave with full pay during the total employment tenure of the individual. Additional leave with only the cost of the substitute salary being deducted will be granted annually as needed at the following rate:

Years' Experience	Leave
0-5 Years	30 days
5-10 Years	60 days
10 & above	150 days

Benefits under this Section are payable for time of illness or incapacitation during the dates of service in the contract. The employee must exhaust sick leave under Section A before using leave under Section B.

Eligibility under this Section may be established any time on or after the date of signing a contract. Once eligibility has been established, benefits may be claimed more than once in a school year for the initial injury, disease, or complication. Additional eligibility must be established each year or for any unrelated injury or disease.

Physician statements verifying that the employee is unable to work must be provided to the District as requested. The District may request a confirming statement about the status of an employee's incapacitation from a physician of its choice.

D. EXHAUSTION OF SICK LEAVE:

If an employee should take sick leave after exhausting all leave under Sections A, B and C of this Policy, it will result in an immediate deduction of salary at his or her daily rate of pay for each day taken. Upon resignation prior to the end of an employee's contract any sick leave that has been used but not earned will be deducted from the final payment at the employee's daily rate of pay.

E. PHYSICIAN'S STATEMENT:

The treating physician's statement may be requested by the principal or Superintendent from any employee who is absent due to personal illness. The District may request a confirming statement about the status of an employee's illness from a physician of its choice.

F. WORKERS COMPENSATION:

An employee eligible for worker's compensation benefits should make application for those benefits. The District will use the employee's accumulated sick leave until exhausted so that when combined with workers' compensation he or she will receive payment equivalent to his or her regular weekly salary. Sick leave time used in conjunction with workers' compensation will be computed on the same basis as regular sick leave.

Payments made to an employee under any District plan or Policy shall be considered advance payment of compensation under the Arkansas Workers' Compensation Act; the District shall be entitled to a dollar for dollar credit toward the total amount of indemnity benefits due.

G. SEVERANCE AND RETIREMENT:

If after ten or more years of service to the District an employee leaves the District, that employee, upon separation, will receive payment of his or her unused portion of sick leave at the maximum of one hundred and twenty days at the base rate of current applicable substitute pay. Payment will be made only for unused earned sick leave that is accumulated under Section A of this Policy.

H. RESERVED

I. DEATH:

If an employee dies while employed in the District, that employee's beneficiary will receive payment at the base rate of current substitute pay of the unused earned portion of the employee's sick leave to a maximum of one hundred twenty days which had accumulated while the deceased was employed in the District. Payment will be made only for unused earned sick leave that was accumulated under Section A of this Policy.

J. CARE OF A CHILD FOLLOWING BIRTH OR ADOPTION:

Upon request each employee may be granted a maximum of thirty days paid leave with only the reduction for the current base rate of substitute pay for the purpose of caring for a child following birth or adoption. The employee is entitled to one leave per child and agrees to not take an additional paying job during the leave of absence. Upon return from such leave the employee will be placed at the position on the salary schedule the employee would have attained had he or she worked in the District during such period. Paid leave under this policy shall not be used in conjunction with any other maternity or parental leave benefit provided by the District.

K. IMMEDIATE FAMILY ILLNESS:

Employees may take sick leave under Sections A and/or B for absence due to illness of the employee's Immediate Family.

L. FAMILY ILLNESS OUTSIDE THE IMMEDIATE FAMILY:

The cost of substitute will be deducted from the employee's pay for absences for family illnesses outside of Immediate Family up to a maximum of fifteen (15) days per school year.

M. GROSSLY EXCESSIVE ABSENTEEISM

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

Legal References: A.C.A. §§ 6-17-1301 et seq.
29 U.S.C. §§ 2601 et seq.
29 C.F.R. §§ 825.100 et seq.

Reference: ASBA Model Policies

Date Adopted: June 22, 2020
Last Revised: August 25, 2025

8.5.5—CLASSIFIED EMPLOYEES SICK LEAVE – TRANSPORTATION

Definitions

"Employee" *is a full-time employee of the District.*

"Sick Leave" *is absence from work due to illness, whether by the employee or a member of the employee's immediate family.*

"Excessive Sick Leave" *is absence from work, whether paid or unpaid, that exceeds twelve (12) days in a contract year for an employee and that is not excused pursuant to: District policy; the Family Medical Leave Act; a reasonable accommodation of disability under the Americans With Disabilities Act; or due to a compensable Workers' Compensation claim.*

"Grossly Excessive Sick Leave" *is absence from work, whether paid or unpaid, that exceeds ten percent (10%) of the employee's contract length and that is not excused pursuant to: District policy; the Family Medical Leave Act; a reasonable accommodation of disability under the Americans With Disabilities Act; or due to a compensable Workers' Compensation claim.*

"Current Sick Leave" *means those days of sick leave for the current contract year, which leave is granted at the rate of one (1) day of sick leave per contracted month, or major part thereof.*

"Accumulated Sick Leave" *is the total of unused sick leave accrued from previous contracts, but not used. Accumulated sick leave also includes the sick leave transferred from an employee's previous public school employment.*

"Immediate family" *means an employee's spouse, children, grandchildren, parents or legal guardian, spouse's parents or legal guardian or other relatives living in employee's house.*

Transportation employees are allowed sick leave according to the provisions listed below:

Each employee will receive a minimum of one day per month or major portion thereof sick leave per year at full pay. This leave may be used for personal illness or illness in the immediate family. Sick leave that is unused during any one school year will be accumulated for the employee's sick leave account at a rate of one day per month or major portion thereof until thirty days have been accumulated. This Policy becomes effective July 1, 2004.

The treating physician's statement may be required. The District may also require a confirming statement about the status of the employee's illness from a physician of its choice.

Payments made to an employee under any District plan or Policy shall be considered advance payment of compensation under the Arkansas Workers' Compensation Act; the District shall be entitled to a dollar for dollar credit toward the total amount of indemnity benefits due.

A physician's certificate may be requested at any time by the immediate supervisor from any employee who is absent due to illness.

Immediate Family illness will be charged against the staff member's sick leave entitlement. Sick leave for personal illness and/or illness in the immediate family will be treated as one entitlement and cannot be duplicated.

For illness in the family but outside the immediate family, only the cost of the substitute will be deducted from the employee's pay to a maximum of fifteen days per school year.

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

Legal References: A.C.A. §§ 6-17-1301 et seq.
29 U.S.C. §§ 2601 et seq.
29 C.F.R. §§ 825.100 et seq.

Additional Reference: ASBA Model Policies

Date Adopted: June 22, 2020
Last Revised: July 1, 2024

8.6—RESERVED

8.6.1—CLASSIFIED EMPLOYEES BENEFITS – OFFICE ADMINISTRATIVE ASSISTANTS AND PROFESSIONAL STAFF

FRINGE BENEFITS

1. The District contributes to the premiums of group Policies to provide for health, vision, dental, and life insurance. The District contribution and benefits provided by these Policies are subject to annual review. Benefits at District expense may be added from time-to-time as the need arises. Subject to terms of the Policies, participants in these programs will have the option of electing a family Policy when available with the extra cost of a family Policy being withheld from the employee's salary.
2. Participation in the District flexible benefits plan exempts the participant from paying federal or state income tax or social security tax on all money that has been committed to the plan. All applicable regulations which govern Section 125 of the IRS Code will be in effect for the District program.
3. District contributions to these benefits for an employee resigning during the school year or who begins service during the year will be proportional to the length of service they have rendered during the year.
4. Employees who resign will be extended an opportunity to participate in the government sponsored COBRA Health Insurance Program.
5. The District will pay premiums for persons on sick leave. Persons on leave without pay may remain in the group by transferring to the COBRA plan for a maximum of eighteen months by paying full premiums.
6. Individuals will be afforded the opportunity to participate in a 403(b) TSA program through payroll deduction.

LEAVE OF ABSENCE

The Board grants leaves upon recommendation of the Superintendent. To obtain a leave of absence, which must be taken for a year, an employee must make his or her request in writing to the Superintendent. In the letter requesting a leave, he or she should state the reason for the leave, the beginning and ending dates for which the leave is requested, and any other information required for the particular type of leave desired. Specified acceptable reasons for leaves of absence which are not covered by other leave Policies include personal illness, bodily injury, illness in the immediate family, maternity or professional study. The following conditions apply to a leave of absence under this Policy:

1. The employee will receive no compensation or benefits for the duration of the leave, nor will the employee accrue salary credit or seniority during the leave of absence;
2. Upon expiration of the leave, the employee will be placed in an equivalent job position and salary schedule placement as that held when going on leave;
3. All benefits, including seniority and accrued sick leave to which the employee was entitled at the time the leave of absence began, will be restored upon his or her return to active duty with the District.

Only persons with three or more years of service in the District will be eligible for leave of absence under the provisions of this Policy.

Granting a leave by the Board signifies its intention to re-employ the person upon termination of his or her leave. Acceptance of other employment by the employee during the term of the leave will constitute a resignation from District employment.

FUNERAL LEAVE

A maximum of four (4) days leave with full pay for one bereavement is allowed employees who have death in the immediate family. Immediate family will be defined to include the husband, wife, child, mother (or legal guardian), father (or legal guardian), father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandchild, daughter-in-law, son-in-law, or other members of the family residing in the same household. Also included are the brothers-in-law, sisters-in-law, aunts, uncles, nephews, nieces, and grandparents of the employee or his or her spouse. Not more than eight days for total leaves under this Policy may be granted in one year.

When a death in the immediate family is imminent, an employee may apply in writing to the Superintendent or designee for leave to be charged to the four-day maximum bereavement allocation described in paragraph one.

For funerals outside the immediate family, only the cost of the substitute will be deducted from the employee's salary or Personal Business Leave may be taken as per Policy 8.7.1.

For funerals of current students or current staff members, reasonable efforts will be made to enable employees at the affected school to attend without deduction.

Legal Reference: A.C.A. § 6-17-201

Additional Reference: ASBA Model Policies

Date Adopted: June 22, 2020
Last Revised: July 1, 2024

8.6.2—CLASSIFIED EMPLOYEES BENEFITS – SECURITY AND FACILITIES

FRINGE BENEFITS

1. The District contributes to the premiums of group Policies to provide for health, vision, dental, and life insurance. The District contribution and benefits provided by these Policies are subject to annual review. Benefits at District expense may be added from time-to-time as the need arises. Subject to terms of the Policies, participants in these programs will have the option of electing a family Policy when available with the extra cost of a family Policy being withheld from the employee's salary.
2. Participation in the District flexible benefits plan exempts the participant from paying federal or state income tax or social security tax on all money that has been committed to the plan. All applicable regulations which govern Section 125 of the IRS Code will be in effect for the District program.
3. District contributions to these benefits for an employee resigning during the school year or who begins service during the year will be proportional to the length of service they have rendered during the year.
4. Employees who resign will be extended an opportunity to participate in the government sponsored COBRA Health Insurance Program.
5. The District will pay premiums for persons on sick leave. Persons on leave without pay may remain in the group by transferring to the COBRA plan for a maximum of eighteen months by paying full premiums.
6. Individuals will be afforded the opportunity to participate in a 403(b) TSA program through payroll deduction.

FUNERAL LEAVE

A maximum of four (4) days leave with full pay for one bereavement is allowed employees who have death in the immediate family. Immediate family will be defined to include the husband, wife, child, mother (or legal guardian), father (or legal guardian), father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandchild, daughter-in-law, son-in-law, or other members of the family residing in the same household. Also included are the brothers-in-law, sisters-in-law, aunts, uncles, nephews, nieces, and grandparents of the employee or his or her spouse. Not more than eight days for total leaves under this Policy may be granted in one year.

When a death in the immediate family is imminent, an employee may apply in writing to the Superintendent or designee for leave to be charged to the four-day maximum bereavement allocation described in paragraph one.

For funerals outside the immediate family, only the cost of the substitute will be deducted from the employee's salary or Personal Business Leave may be taken as per Policy 8.7.2.

For funerals of current students or current staff members, reasonable efforts will be made to enable employees at the affected school to attend without deduction.

Legal Reference: A.C.A. § 6-17-201

Additional Reference: ASBA Model Policies

Date Adopted: June 22, 2020
Last Revised: July 1, 2024

8.6.3—CLASSIFIED EMPLOYEES BENEFITS – CHILD NUTRITION

FRINGE BENEFITS

1. The District contributes to the premiums of group Policies to provide for health, vision, dental, and life insurance. The District contribution and benefits provided by these Policies are subject to annual review. Benefits at District expense may be added from time-to-time as the need arises. Subject to terms of the Policies, participants in these programs will have the option of electing a family Policy when available with the extra cost of a family Policy being withheld from the employee's salary.
2. Participation in the District flexible benefits plan exempts the participant from paying federal or state income tax or social security tax on all money that has been committed to the plan. All applicable regulations which govern Section 125 of the IRS Code will be in effect for the District program.
3. District contributions to these benefits for an employee resigning during the school year or who begins service during the year will be proportional to the length of service they have rendered during the year.
4. Employees who resign will be extended an opportunity to participate in the government sponsored COBRA Health Insurance Program.
5. The District will pay premiums for persons on sick leave. Persons on leave without pay may remain in the group by transferring to the COBRA plan for a maximum of eighteen months by paying full premiums.
6. Individuals will be afforded the opportunity to participate in a 403(b) TSA program through payroll deduction.

FUNERAL LEAVE

A maximum of four (4) days leave with full pay for one bereavement is allowed employees who have death in the immediate family. Immediate family will be defined to include the husband, wife, child, mother (or legal guardian), father (or legal guardian), father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandchild, daughter-in-law, son-in-law, or other members of the family residing in the same household. Also included are the brothers-in-law, sisters-in-law, aunts, uncles, nephews, nieces, and grandparents of the employee or his or her spouse. Not more than eight days for total leaves under this Policy may be granted in one year.

When a death in the immediate family is imminent, an employee may apply in writing to the Superintendent or designee for leave to be charged to the four-day maximum bereavement allocation described in paragraph one.

For funerals outside the immediate family, only the cost of the substitute will be deducted from the employee's salary or Personal Business Leave may be taken as per Policy 8.7.2.

For funerals of current students or current staff members, reasonable efforts will be made to enable employees at the affected school to attend without deduction.

Legal Reference: A.C.A. § 6-17-201

Additional Reference: ASBA Model Policies

Date Adopted: June 22, 2020
Last Revised: July 1, 2024

8.6.4—CLASSIFIED EMPLOYEES BENEFITS – PARAPROFESSIONALS

FRINGE BENEFITS

1. The District contributes to the premiums of group Policies to provide for health, vision, dental, and life insurance. The District contribution and benefits provided by these Policies are subject to annual review. Benefits at District expense may be added from time-to-time as the need arises. Subject to terms of the Policies, participants in these programs will have the option of electing a family Policy when available with the extra cost of a family Policy being withheld from the employee's salary.
2. Participation in the District flexible benefits plan exempts the participant from paying federal or state income tax or social security tax on all money that has been committed to the plan. All applicable regulations which govern Section 125 of the IRS Code will be in effect for the District program.
3. District contributions to these benefits for an employee resigning during the school year or who begins service during the year will be proportional to the length of service they have rendered during the year.
4. Employees who resign will be extended an opportunity to participate in the government sponsored COBRA Health Insurance Program.
5. The District will pay premiums for persons on sick leave. Persons on leave without pay may remain in the group by transferring to the COBRA plan for a maximum of eighteen months by paying full premiums.
6. Individuals will be afforded the opportunity to participate in a 403(b) TSA program through payroll deduction.

LEAVE OF ABSENCE

The Superintendent may grant a leave of absence for one semester to those individuals entering student teaching. To obtain a leave of absence, an employee must make his or her request in writing to the Superintendent. In the letter requesting a leave, he or she should state the reason for the leave is to complete student teaching, the semester he/she wishes the leave to occur, and proof that all course work has been completed leading to student teaching. The following conditions apply to a leave of absence under this Policy:

1. The employee will receive no compensation or benefits for the duration of the leave, nor will the employee accrue salary credit or seniority during the leave of absence;
2. Upon expiration of the leave, the employee will be placed in an equivalent job position and salary schedule placement as that held when going on leave;
3. All benefits, including seniority and accrued sick leave to which the employee was entitled at the time the leave of absence began, will be restored upon his or her return to active duty with the District.

Only persons with three or more years of service in the District will be eligible for leave of absence under the provisions of this Policy. Leaves may be granted for no more than one semester.

Granting a leave by the Superintendent signifies an intention to re-employ the person upon termination of his or her leave. Acceptance of other employment by the employee during the term of the leave will constitute a resignation from District employment.

FUNERAL LEAVE

A maximum of four (4) days leave with full pay for one bereavement is allowed employees who have death in the immediate family. Immediate family will be defined to include the husband, wife, child, mother (or legal guardian), father (or legal guardian), father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandchild, daughter-in-law, son-in-law, or other members of the family residing in the same household. Also included are the brothers-in-law, sisters-in-law, aunts, uncles, nephews, nieces, and grandparents of the employee or his or her spouse. Not more than eight days for total leaves under this Policy may be granted in one year.

When a death in the immediate family is imminent, an employee may apply in writing to the Superintendent or designee for leave to be charged to the four-day maximum bereavement allocation described in paragraph one.

For funerals outside the immediate family, only the cost of the substitute will be deducted from the employee's salary or Personal Business Leave may be taken as per Policy 8.7.3.

For funerals of current students or current staff members, reasonable efforts will be made to enable employees at the affected school to attend without deduction.

Legal Reference: A.C.A. § 6-17-201

Additional Reference: ASBA Model Policies

Date Adopted: June 22, 2020
Last Revised: July 1, 2024

8.6.5—CLASSIFIED EMPLOYEES BENEFITS – TRANSPORTATION

FRINGE BENEFITS

1. The District contributes to the premiums of group Policies to provide for health, vision, dental, and life insurance for those staff members who qualify. The District contribution and benefits provided by these Policies are subject to annual review. Benefits at District expense may be added from time-to-time as the need arises. Subject to terms of the Policies, participants in these programs will have the option of electing a family Policy when available with the extra cost of a family Policy being withheld from the employee's salary.
2. Participation in the District flexible benefits plan exempts the participant from paying federal or state income tax or social security tax on all money that has been committed to the plan. All applicable regulations which govern Section 125 of the IRS Code will be in effect for the District program.
3. District contributions to these benefits for an employee resigning during the school year or who begins service during the year will be proportional to the length of service they have rendered during the year.
4. Eligible employees who resign will be extended an opportunity to participate in the government sponsored COBRA Health Insurance Program.
5. For insurance-eligible employees, the District will pay premiums for persons on sick leave. Persons on leave without pay may remain in the group by transferring to the COBRA plan for a maximum of eighteen months by paying full premiums.
6. Individuals who qualify will be afforded the opportunity to participate in a 403(b) TSA program through payroll deduction.

FUNERAL LEAVE

A maximum of four (4) days leave with full pay for one bereavement is allowed employees who have death in the immediate family. Immediate family will be defined to include the husband, wife, child, mother (or legal guardian), father (or legal guardian), father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandchild, daughter-in-law, son-in-law, or other members of the family residing in the same household. Also included are the brothers-in-law, sisters-in-law, aunts, uncles, nephews, nieces, and grandparents of the employee or his or her spouse. Not more than eight days for total leaves under this Policy may be granted in one year.

When a death in the immediate family is imminent, an employee may apply in writing to the Superintendent or designee for leave to be charged to the four-day maximum bereavement allocation described in paragraph one.

For funerals outside the immediate family, only the cost of the substitute will be deducted from the employee's salary or Personal Business Leave may be taken as per Policy 8.7.4.

For funerals of current students or current staff members, reasonable efforts will be made to enable employees at the affected school to attend without deduction.

Legal Reference: A.C.A. § 6-17-201

Additional Reference: ASBA Model Policies

Date Adopted: June 22, 2020
Last Revised: July 1, 2024

8.7—PERSONAL AND PROFESSIONAL LEAVE

Personal Business Leave
An employee will be allowed two days personal business leave annually at no cost to the employee provided such leave may not be taken on days immediately preceding or following school calendar vacation periods, except in cases of an emergency. Emergency requests specifying the reason must be given in writing to the immediate supervisor for approval. Such leave will be cumulative to seven days which will be a maximum for any year.

Personal business leave that is earned in excess of the maximum number of seven days accumulation will be transferred to the employee's sick leave account at the end of the school year. Requirements for claiming personal business:

1. The building principal or the immediate supervisor must be notified in writing at least twenty- four hours prior to taking such leave. Exceptions may be made in cases of an emergency where such notice is impossible; and
2. The number of personal business leaves from any school or administrative unit (excluding transportation) will not exceed five people or ten percent of those eligible for such leave under this Policy, whichever is greater, on any particular day. Requests for leaves in excess of this Policy will be denied except in cases of an emergency.
3. The number of personal business leaves on any particular day will not exceed two for bus drivers and bus aides.
4. Leave will be granted on a first come, first serve basis.

Exhaustion of Personal Business Leave
A day of personal business leave will be earned at the completion of each semester. Upon resignation, retirement, or termination before the end of an employee's contract, any personal business leave that has been used but not earned will be deducted from the final payment at the employee's daily rate of pay.

Severance, Retirement, or Death
If after ten or more years' service to the District, an employee's service ends by severance or retirement, that employee will receive payment for his or her unused personal business leave at the base rate of current substitute pay.

If after ten or more years' service to the District, an employee dies while employed by the District, that employee's beneficiary will receive payment for the employee's unused personal business leave at the base rate of current substitute pay.

Professional Leave
"Professional Leave" is leave granted for the purpose of enabling an employee to participate in professional activities which can serve to improve the employee's ability to perform his duties. Professional leave will also be granted when a District employee is subpoenaed for a matter arising out of the employee's employment with the District. Any employee seeking professional leave must make a written request to his or her 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.

Military Leave
Employees will be entitled to his or her regular salary for each day absent for military service up to a maximum of fifteen (15) school days per year (defined in this Section as October 1 through September 30).

Employees called to duty in emergency situations by the Governor or the President will be granted leave with pay not to exceed thirty (30) working days. Notwithstanding any other law, during the period that an employee of the District is called to active duty as a member of the National Guard or any of the reserve components of the armed forces by order of the President or the Governor of an emergency nature or contingency for more than thirty (30) working days, the employee will be eligible for continued proportionate salary payments which, when combined with the employee's active duty pay, equal the amount that the employee would have otherwise received but for the employee's required active duty under the order of the President or the Governor. This leave will be granted in addition to all other leave to which the employee is entitled.

"Emergency situations" means any case of invasion, disaster, insurrection, riot, breach of peace, or imminent danger thereof, threats to the public health or security, or threats to the maintenance of law and order. Employees called into active military duty with the Reserves or National Guard will retain all seniority rights and benefits as of the time they are called to military service, provided they notify in writing the District within ninety days after the effective date of their release from active duty. The right of reemployment will conform with all federal government rules and regulations.

An employee who leaves employment with the District to serve in the uniformed services of the United States and returns to employment with the District within a five-year period will be treated as not having incurred a break in service. In the event an employee's child or spouse has received orders for deployment to a war zone, the employee will be granted leave at the cost of a substitute in order to visit the child or spouse. In addition, the employee will be granted leave at the cost of a substitute to visit a child or spouse who has returned from deployment to a war zone. No more than three days of leave may be taken under this provision in any single school year.

Legal Reference: A.C.A. § 6-17-211

Additional Reference: ASBA Model Policies

Date Adopted: June 22, 2020
Last Revised: July 22, 2024

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 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.

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

Additional Reference: ASBA Model Policies

Date Adopted: June 22, 2020
Last Revised: February 8, 2021

8.9—CLASSIFIED PERSONNEL PUBLIC OFFICE

An employee of the District who is elected to the Arkansas General Assembly, any elective or appointive public office (not legally constitutionally inconsistent with employment by a public school district), or who participates in other civic or other educational consultant services shall not be discharged or demoted as a result of such service. Absence by reason of civic duties and/or educational consultant services will be subject to review and advice of the Superintendent both as to purpose and length of absence.

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

The employee shall have withheld from his/her salary the cost of a substitute's salary or the amount the employee is paid for civic duties, whichever is less, for each working day he/she is absent up to a total of sixty contract days. For days absent after sixty contract days, the cost of a substitute's salary will be deducted. All leave taken under the provisions of this paragraph will be considered cumulatively for the purpose of calculated total days absent.

Legal Reference: A.C.A. § 6-17-115

Additional Reference: ASBA Model Policies

Date Adopted: June 22, 2020
Last Revised: February 8, 2021

8.10—JURY DUTY –CLASSIFIED PERSONNEL

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

The employee must present the original (not a copy) of the summons to jury duty to his or 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 be treated as on school business.

Employees subpoenaed as a witness in any court of law on school-related matters will be treated as being on school business. Absences for non-jury, personal, non-school-related appearances in court will be treated as personal business.

Legal Reference: A.C.A. § 16-31-106

Additional Reference: ASBA Model Policies

Date Adopted: June 22, 2020
Last Revised: February 8, 2021

8.11—OVERTIME, COMPTIME, and COMPLYING WITH FLSA

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

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

"Exempt Employees" are those employees who are not covered under the FLSA because the employee's:
1. Primary job duties are considered to be exempt eligible due to being administrative or professional in nature. Examples include teachers, counselors, registered nurses, and supervisors; and
2. Salary meets or exceeds a minimum weekly/annual amount.

Any employee who is unsure of their coverage status should consult with the District's Administration.

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

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

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

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

Employment Relationships
Unless otherwise specified in writing, the District does not have an employment relationship in the following instances:

1. Between the District and student teachers;
2. Between the District and its students; and

3. Between the District and individuals who as a public service volunteer or donate their time to the District without expectation or promise of compensation.

The District does not have a joint employment relationship in the following instances:
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, substitute teachers or other temporary employees, or other services.

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

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

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

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

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

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

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

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

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

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

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

An employee whose employment is terminated with the District, whether by the District or the employee, shall receive monetary compensation for unused compensatory time. Of the following methods, the one that yields the greatest money for the employee shall be used.
1. The average regular rate received by the employee during the last 3 years of employment; or
2. The final regular rate received by the employee.

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

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

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

Cooperation with Enforcement Officials

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

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:
29 U.S.C. § 206(a)
A.C.A. § 6-17-2203
29 U.S.C. § 207(a)(1)
29 C.F.R. § 778.100
29 U.S.C. § 207(o)
29 C.F.R. § 553.50
29 U.S.C. §§ 213(a)
29 C.F.R. §§ 541 et seq.
29 C.F.R. § 778.218(a)
29 U.S.C. § 207(e),
29 C.F.R. § 778.108
29 C.F.R. § 778.105
29 C.F.R. §§ 785.9, 785.16
29 C.F.R. § 516.2(7)
29 C.F.R. §§ 785.1 et seq.
A.C.A. § 6-17-2205
29 C.F.R. §§ 785.19
29 U.S.C. § 207(a)
29 C.F.R. § 778.100,
29 U.S.C. § 207(o)
29 C.F.R. §§ 553.20 – 553.32
29 C.F.R. § 778.106
29 U.S.C. § 207(g)(2)
29 C.F.R. § 778.115
29 U.S.C. § 207(o)(2)(A)
29 C.F.R. § 553.23
29 C.F.R. § 553.20
29 U.S.C. § 207(o)(4)
29 C.F.R. § 553.27
29 U.S.C. § 211(c)
29 C.F.R. §§ 516.2, 516.3, 553.50
29 C.F.R. § 516.4
29 C.F.R. §§ 516.5, 516.6
29 U.S.C. § 211(a)(b)

Additional Reference: ASBA Model Policies

Date Adopted: June 22, 2020
Last Revised: February 8, 2021

8.12—CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT

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

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

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

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

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

Sick Leave and Outside Employment

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

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

Additional Reference: ASBA Model Policies

Date Adopted: June 22, 2020
Date Revised: April 28, 2025

8.13—CLASSIFIED PERSONNEL EMPLOYMENT

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

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

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

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

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

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

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

Inquiries on non-discrimination may be directed to the Superintendent or designee.

Any person may report sex discrimination, including sexual harassment, to the Title IX Coordinator in person or by using the mailing address, telephone number, or email address provided above. A report may be made at any time, including during non-business hours, and may be on the individual's own behalf or on behalf of another individual who is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment.

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

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

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

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

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

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

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

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

Legal References: Division of Elementary and Secondary Education Rules Governing Background Checks
Division of Elementary and Secondary Education Rules Governing the Code of Ethics for Arkansas Educators

A.C.A. § 6-16-1507
A.C.A. § 6-17-301
A.C.A. § 6-17-414
A.C.A. § 6-17-428
A.C.A. § 6-17-429
A.C.A. § 21-3-302
A.C.A. § 21-3-303
A.C.A. § 25-19-101 et seq.
28 C.F.R. § 35.106
29 C.F.R. part 1635
34 C.F.R. § 100.6
34 C.F.R. § 104.8
34 C.F.R. § 106.8
34 C.F.R. § 106.9
34 C.F.R. § 108.9
34 C.F.R. § 110.25

Additional Reference: ASBA Model Policies

Date Adopted: 11/21/2024
Last Revised: 8/25/2025

8.13.1—CLASSIFIED PERSONNEL CONTRACT RETURN

An employee shall have fifteen (15) days from the date of the receipt of his/her contract for the following school year in which to return the contract, signed, to the office of the Superintendent. The date of receipt of the contract shall be presumed to be the date of electronic delivery to the employee.

Failure of an employee to return the signed contract to the office of the Superintendent within fifteen (15) days of the receipt of the contract shall operate as a resignation by the employee. No further action on the part of the employee, the Superintendent, or the Board shall be required in order to make the employee's resignation final.

Additional Reference: ASBA Model Policies

Date Adopted: June 22, 2020
Last Revised: July 1, 2024

8.13.2—CLASSIFIED PERSONNEL EMPLOYEE IDENTIFICATION

The District will provide to designated employees, at no charge to the employee, an identification badge which shall be worn at all times while on District property except as noted below.

All identification badges remain the property of the District and shall be surrendered upon termination of employment.

It is not the intent of this Policy to require employees to wear identification badges at athletic contests, concerts, or similar events open to the general public.

Date Adopted: June 22, 2020
Last Revised: February 8, 2021

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 supervisor with the authority to make school approvals), or the appropriate designee of the Superintendent and that the employee's attendance/travel was at the request of the District.

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

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

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

Reference: ASBA Model Policies

Date Adopted: June 22, 2020

8.15—CLASSIFIED PERSONNEL USE OF TOBACCO, ELECTRONIC NICOTINE DELIVERY SYSTEMS, AND RELATED PRODUCTS

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

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

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

Legal Reference: A.C.A. § 6-21-609, 20-65-103

Additional Reference: ASBA Model Policies

Date Adopted: June 22, 2020
Last Revised: February 8, 2021

8.16—DRESS OF CLASSIFIED EMPLOYEES

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

Reference: ASBA Model Policies

Date Adopted: June 22, 2020
Last Revised: February 8, 2021

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.

Legal References: A.C.A. § 7-1-103
A.C.A. § 7-1-111

Additional Reference: ASBA Model Policies

Date Adopted: June 22, 2020
Last Revised: July 1, 2021

8.18—CLASSIFIED PERSONNEL DEBTS

The District will not function as a collection agency for personal debts of staff members.

Date Adopted: June 22, 2020
Last Revised: February 8, 2021

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 the District.

Definitions

"Employee" means any person employed under a written contract by the District.

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

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

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

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

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

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

Process

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

Level Two within five (5) working days following the conference, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

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

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

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

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

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

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

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

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

If the Board rules the grievance to be a subject that may be grieved, they shall immediately commence a hearing on the grievance. All parties have the right to representation at the appeal hearing by a person of their own choosing except that no party shall be represented by an individual who is a member of the employee's immediate family. The employee shall have no less than ninety (90) minutes to present his/her grievance, unless a shorter period is agreed to by the employee, and both parties shall have the opportunity to present and question witnesses. The hearing shall be open to the public unless the employee requests a private hearing. If the hearing is open to the public, the parent or guardian of any student under the age of eighteen (18) years who gives testimony may elect to have the student's testimony given in closed session. At the conclusion of the hearing, if the hearing was closed, the Board 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: A.C.A. § 6-17-208, 210
Additional Reference: ASBA Model Policies

Date Adopted: June 22, 2020
Last Revised: July 1, 2023

8.20—CLASSIFIED PERSONNEL SEXUAL HARASSMENT

The Fort Smith School District is committed to providing an academic and work environment that treats all students and employees 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 and work environment and will not be tolerated.

The District believes the best policy to create an educational and work environment free from sexual harassment is prevention; therefore, the District shall provide informational materials and training to students, parents/legal guardians/other responsible adults, and employees on sexual harassment. The informational materials and training on sexual harassment shall be age appropriate and, when necessary, provided in a language other than English or in an accessible format. The informational materials and training shall include, but are not limited to:

- The nature of sexual harassment;
- The District's written procedures governing the formal complaint grievance process;[1]
- The process for submitting a formal complaint of sexual harassment;
- That the district does not tolerate sexual harassment;
- That students and employees can report inappropriate behavior of a sexual nature without fear of adverse consequences;
- The supports that are available to individuals suffering sexual harassment; and
- The potential discipline for perpetrating sexual harassment.

Definitions

"Complainant" means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

"Education program or activity" includes locations, events, or circumstances where the District exercised substantial control over both the respondent and the context in which the sexual harassment occurs.

"Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting an investigation of the allegation of sexual harassment.

"Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

"Sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:

1. A District employee:
   a. Conditions the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct;[2] or
   b. Uses the rejection of unwelcome sexual conduct as the basis for academic decisions affecting that individual;[2]
2. The conduct is:
   a. Unwelcome; and

b. Determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or

3. Constitutes:
   a. Sexual assault;
   b. Dating violence
   c. Domestic violence; or
   d. Stalking.

"Supportive measures" means individualized services that are offered to the complainant or made available to the respondent designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party. The supportive measures must be non-disciplinary and non-punitive in nature; offered before or after the filing of a formal complaint or where no formal complaint has been filed; and offered to either party as appropriate, as reasonably available, and without fee or charge. Examples of supportive measures include, but are not limited to: measures designed to protect the safety of all parties or the District's educational environment, or deter sexual harassment; counseling; extensions of deadlines or other course-related adjustments; modifications of work or class schedules; campus escort services; mutual restrictions on contact between the parties; changes in work or class locations; leaves of absence; and increased security and monitoring of certain areas of the campus.

Within the educational environment, sexual harassment is prohibited between any of the following: students; employees and students; non-employees and students; employees; and 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 and may occur regardless of the sex(es) of the individuals involved. Depending upon such circumstances, examples of sexual harassment include, but are not limited to:

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

Employees who believe they have been subjected to sexual harassment are encouraged to submit a report to their immediate supervisor, an administrator, or the Title IX coordinator. 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 sexual harassment. If the District staff member who received a report of alleged sexual harassment is not the Title IX Coordinator, then the District staff person shall inform the Title IX Coordinator of the alleged sexual harassment. As soon as reasonably possible after receiving a report of alleged sexual harassment from another District staff member or after receiving a report directly through any means, the Title IX Coordinator shall contact the complainant to:

- Discuss the availability of supportive measures;
- Consider the complainant's wishes with respect to supportive measures;
- Inform the complainant of the availability of supportive measures with or without the filing of a formal complaint; and
- explain to the complainant the process for filing a formal complaint.

Supportive Measures

The District shall offer supportive measures to the complainant and make supportive measures available to the respondent that are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party before or after the filing of a formal complaint or where no formal complaint has been filed. The District shall provide individualized supportive measures to the complainant unless declined in writing by the complainant and shall provide individualized supportive measures that are non-disciplinary nd non-punitive to the respondent. A complainant who initially declined the District's offer of supportive measures may request supportive measures at a later time and the District shall provide individualized supportive measures based on the circumstances when the subsequent request is received.

Formal Complaint

A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by email. Upon receipt of a formal complaint, a District shall simultaneously provide the following written notice to the parties who are known:

- Notice of the District's grievance process and a copy of the procedures governing the grievance process;
- Notice of the allegations of sexual harassment including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include:
  - The identities of the parties involved in the incident, if known;
  - The conduct allegedly constituting sexual harassment; and
  - The date and location of the alleged incident, if known;
- A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;
- That the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;
- That the parties may inspect and review evidence relevant to the complaint of sexual harassment; and
- That the District's personnel policies and code of conduct prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If, in the course of an investigation, the District decides to investigate allegations about the complainant or respondent that are not included in the previous notice, the District shall simultaneously provide notice of the additional allegations to the parties whose identities are known.

The District may consolidate formal complaints of allegations of sexual harassment where the allegations of sexual harassment arise out of the same facts or circumstances and the formal complaints are against more than one respondent; or by more than one complainant against one or more respondents; or by one party against the other party. When the District has consolidated formal complaints so that the grievance process involves more than one complainant or more than one respondent, references to the singular "party", "complainant", or "respondent" include the plural, as applicable.

When investigating a formal complaint and throughout the grievance process, a District shall:

- Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the District and not on the parties;
- Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege or access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party unless the District obtains the parent, legal guardian, or other responsible adult of that party's voluntary, written consent or that party's voluntary, written consent if the party is over the age of eighteen (18) to do so for the grievance process;
- Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
- Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
- Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding;
- Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
- Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation; this includes evidence:
  - Whether obtained from a party or other source;
  - The District does not intend to rely upon in reaching a determination regarding responsibility; and
  - That is either Inculpatory or exculpatory; and
- Create an investigative report that fairly summarizes relevant evidence.

At least ten (10) days prior to completion of the investigative report, the District shall send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy. The parties shall have at least ten (10) days to submit a written response to the evidence. The investigator will consider the written responses prior to completion of the investigative report. All evidence subject to inspection and review shall be available for the parties' inspection and review at any meeting to give each party equal opportunity to refer to such evidence during the meeting.

After the investigative report is sent to the parties, the decision-maker shall:

- Provide each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness;
- Provide each party with the answers;
- Allow for additional, limited follow-up questions from each party; and
- Provide an explanation to the party proposing the questions any decision to exclude a question as not relevant. Specifically, questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

No earlier than ten (10) days following the completion of the investigation period, the decision-maker, who cannot be the same person as the Title IX Coordinator or the investigator, shall issue a written determination regarding responsibility. The written determination shall include—

1. Identification of the allegations potentially constituting sexual harassment;
2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including:
    a. Any notifications to the parties;
    b. Interviews with parties and witnesses;
    c. site visits;
    d. Methods used to gather other evidence; and
    e. Hearings held;
3. Findings of fact supporting the determination;
4. Conclusions regarding the application of the District's personnel policies or code of conduct to the facts;
5. A statement of, and rationale for, the result as to each allegation, including:
    a. A determination regarding responsibility;
    b. Any disciplinary sanctions imposed on the respondent; and
    c. Whether remedies designed to restore or preserve equal access to the District's education program or activity will be provided by the District to the complainant; and
6. The procedures and permissible bases for the complainant and respondent to appeal.

The written determination shall be provided to the parties simultaneously. The determination regarding responsibility shall become final on the earlier of:

- If an appeal is not filed, the day after the period for an appeal to be filed expires; or
- If an appeal is filed, the date the written determination of the result of the appeal is provided to the parties.

The District shall investigate the allegations in a formal complaint. If the conduct alleged in the formal complaint would not constitute sexual harassment as defined in this policy even if proved; did not occur in the District's education program or activity; or did not occur against a person in the United States, then the District shall dismiss the complaint as not meeting the definition of sexual harassment under this policy. A dismissal for these reasons does not preclude action under another provision of the District's personnel policies or code of conduct.

The District may dismiss the formal complaint or any allegations therein, if at any time during the grievance process:

- The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;
- The respondent is no longer enrolled at the District; or
- Specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon the dismissal of a formal complaint for any reason, the District shall promptly send written notice of the dismissal and reason(s) for the dismissal simultaneously to the parties.

The District may hire an individual or individuals to conduct the investigation or to act as the determination-maker when necessary.

Appeals

Either party may appeal a determination regarding responsibility or from a dismissal of a formal complaint or any allegations therein, on the following bases:

a. The existence of a procedural irregularity that affected the outcome of the matter;
b. Discovery of new evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter;
c. The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter; or
d. An appeal of the disciplinary sanctions from the initial determination.

For all appeals, the District shall:

1. Notify the other party in writing when an appeal is filed;
2. Simultaneously Provide all parties a written copy of the District's procedures governing the appeal process;
3. Implement appeal procedures equally for both parties;
4. Ensure that the decision-maker for the appeal is not the same person as the decision-maker that reached the original determination regarding responsibility or dismissal, the investigator, or the Title IX Coordinator;
5. Provide all parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
6. Issue a written decision describing the result of the appeal and the rationale for the result; and
7. Provide the written decision simultaneously to both parties.

Confidentiality

Reports of sexual harassment, both informal reports and formal complaints, will be treated in a confidential manner to the extent possible. Limited disclosure may be provided to:

- individuals who are responsible for handling the District's investigation and determination of responsibility to the extent necessary to complete the District's grievance process;
- Submit a report to the child maltreatment hotline;
- Submit a report to the Professional Licensure Standards Board for reports alleging sexual harassment by an employee towards a student; or
- The extent necessary to provide either party due process during the grievance process.

Except as listed above, the District shall keep confidential the identity of:

- Any individual who has made a report or complaint of sex discrimination;
- Any individual who has made a report or filed a formal complaint of sexual harassment;
- Any complainant;
- Any individual who has been reported to be the perpetrator of sex discrimination;
- Any respondent; and
- Any witness.

Any supportive measures provided to the complainant or respondent shall be kept confidential to the extent that maintaining such confidentiality does not impair the ability of the District to provide the supportive measures.

Administrative Leave

The District may place a non-student employee respondent on administrative leave during the pendency of the District's grievance process.

Retaliation Prohibited

Employees who submit a report or file a formal complaint of sexual harassment,; testified; assisted; or participate or refused to participate in any manner in an investigation, proceeding, or hearing on sexual harassment shall not be subjected to retaliation or reprisal in any form, including threats; intimidation; coercion; discrimination; or charges for personnel policy violations that do not involve sex discrimination or sexual harassment, arise out of the same facts or circumstances as a report or formal complaint of sex discrimination, and are made for the purpose of interfering with any right or privilege under this policy. The District shall take steps to prevent retaliation and shall take immediate action if any form of retaliation occurs regardless of whether the retaliatory acts are by District officials, students, or third parties.

Disciplinary Sanctions

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. Following the completion of the District's grievance process, any employee who is found by the evidence to more likely than not have engaged in sexual harassment will be subject to disciplinary action up to, and including, termination. No disciplinary sanction or other action that is not a supportive measure may be taken against a respondent until the conclusion of the grievance process.

Employees who knowingly fabricate allegations of sexual harassment or purposely provide inaccurate facts shall be subject to disciplinary action up to and including termination. A

determination that the allegations do not rise to the level of sexual harassment alone is not sufficient to conclude that any party made a false allegation or materially false statement in bad faith.

Records

The District shall maintain the following records for a minimum of seven (7) years:

- Each sexual harassment investigation including:
- Any determination regarding responsibility;
- any disciplinary sanctions imposed on the respondent;
- Any remedies provided to the complainant designed to restore or preserve equal access to the District's education program or activity;
- Any appeal and the result therefrom;
- All materials used to train Title IX Coordinators, investigators, and decision-makers;
- Any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment, which must include:
    - The basis for the District's conclusion that its response was not deliberately indifferent; and
    - Document:
        - If supportive measures were provided to the complainant, the supportive measures taken designed to restore or preserve equal access to the District's education program or activity; or
        - If no supportive measures were provided to a complainant, document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

Notes: 34 C.F.R. § 106.44 **requires** that a district have procedures governing the grievance process and the appeals process to accompany this policy. The procedures are required to cover all of the following:

- Direct that complainants and respondents shall be treated equitably by:
    - Offering supportive measures to the complainant;
    - Completing the District's grievance process before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent.
    - Providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent that are designed to restore or preserve equal access to the District's education program or activity, which may include the same individualized supportive measures;
    - Require an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence;
    - Provide that credibility determinations may not be based on a person's status as a complainant, respondent, or witness;
    - Require that any individual designated by the District as a Title IX Coordinator, investigator, or decision-maker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent;
- Indicate that individuals selected by the District as Title IX Coordinators, investigators, and decision-makers have received training on:

- The definition of sexual harassment;
- The scope of the District's education program or activity;
- How to conduct an investigation and the grievance process, including appeals;
- How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias; and
- Issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant; and
- Issues of relevance to create an investigative report that fairly summarizes relevant evidence;

- Provide the District webpage where the materials used to train the District's Title IX Coordinators, investigators, and decision-makers is located;
- Include a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process;
- Include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals;
- A process that allows for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action, which may include:
  - The absence of a party, a party's advisor, or a witness;
  - Concurrent law enforcement activity; or
  - The need for language assistance or accommodation of disabilities;
- Describe the range of possible disciplinary sanctions and remedies or list the possible disciplinary sanctions and remedies that the District may implement following any determination of responsibility;
- State whether the standard of evidence to be used to determine responsibility is the preponderance of the evidence standard or the clear and convincing evidence standard;
- Include the procedures and permissible bases for the complainant and respondent to appeal;
- Describe the range of supportive measures available to complainants and respondents; and
- Indicate that the District shall not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege or use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party unless the District obtains the parent, legal guardian, or other responsible adult of that party's voluntary, written consent or that party's voluntary, written consent if the party is over the age of eighteen (18) to do so for the grievance process.

Cross References: 3.26—LICENSED PERSONNEL SEXUAL HARASSMENT
4.27—STUDENT SEXUAL HARASSMENT
5.20—DISTRICT WEBSITE
7.15—RECORD RETENTION AND DESTRUCTION
8.13—CLASSIFIED PERSONNEL EMPLOYMENT

Legal References: 20 USC 1681 et seq.
34 C.F.R. Part 106
A.C.A. § 6-15-1005
A.C.A. § 6-18-502
A.C.A. § 12-18-102

Additional Reference: ASBA Model Policies

Date Adopted: 11/21/2024
Last Revised: 8/25/2025

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.

Reference: ASBA Model Policies

Date Adopted: June 22, 2020
Last Revised: February 8, 2021

8.22—CLASSIFIED PERSONNEL TECHNOLOGY USE POLICY

Definition

"Technology resources" means:

- The machines, devices, and transmission facilities used in information processing, including computers, word processors, terminals, telephones, cables, software, and related products;
- The devices used to process information through electronic capture, collection, storage, manipulation, transmission, retrieval, and presentation of information in the form of data, text, voice, or image and includes telecommunications and office automation functions;
- Any component related to information processing and wired and wireless telecommunications, including data processing and telecommunications hardware, software, services, planning, personnel, facilities, and training;
- The procedures, equipment, and software that are designed, built, operated, and maintained to collect, record, process, store, retrieve, display, and transmit information, and the associated personnel, including consultants and contractors; and
- All electronic mail accounts issued by a public entity.

The District provides technology resources 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 technology use records maintained by the District are subject to disclosure under the Freedom of Information Act. Consequently, no employee or student-related reprimands or other disciplinary communications should be made through email except when specifically authorized by District policy.

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

District technology resources shall not be used to violate Arkansas or Federal law.

An employee shall not use District technology resources to express a political opinion to an elected official unless the opinion is either within the scope of the employee's regular job duties or requested by an elected official or public entity. District technology resources shall not be used to engage in lobbying an elected official on a personal opinion by an employee unless the employee is a registered lobbyist for the District.

Employees who misuse District-owned technology resources in any way, including excessive personal use, using computers for personal use during 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: Children's Internet Protection Act; PL 106-554
20 USC 6777
47 USC 254(h)
A.C.A. 6-21-107
A.C.A. § 6-21-111
A.C.A. § 25-1-128
Commissioner's Memo COM-24-038

Additional Reference: ASBA Model Policies

Date Adopted: June 22, 2020
Last Revised: July 1, 2024

8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE

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

SECTION ONE– FMLA LEAVE GENERALLY

Definitions

"Eligible Employee" is an employee who has:

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

"FMLA" is the Family and Medical Leave Act

"Health Care Provider" means:

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

"Instructional Employee" is an employee whose principal function is to teach and instruct students in a class, a small group, or an individual setting and includes athletic coaches, driving instructors, preschool teachers, and special education assistants such as signers for the hearing impaired. The term does not include, and the special rules related to the taking of leave near the

end of a semester do not apply to: teacher assistants or aides who do not have as their principal job actual teaching or instructing, administrators, counselors, librarians, psychologists, and curriculum specialists.

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

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

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

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

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

"Year" a rolling twelve (12) month period measured backwards from the date an employee uses any FMLA leave for reasons 1-5, below.

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

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

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

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

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

Provisions Applicable to both Sections One and Two

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

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

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

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

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

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

Working at another Job while Taking FMLA for Personal or Family Serious Medical Condition
No employee on FMLA leave for their own serious medical condition may perform work at another, non-District job while on FMLA leave. Except as provided in Policy 8.36, employees

who do perform work at another, non-District job while on FMLA leave for their own serious medical condition will be subject to discipline, which could include termination or nonrenewal of their contract of employment.

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

Health Insurance Coverage

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

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

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

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

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

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

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

Reporting Requirements During Leave
Unless circumstances exist beyond the employee's control, the employee shall inform the District every two (2) weeks during FMLA leave of his/her current status and intent to return to work.

Return to Previous Position
An employee returning from FMLA leave is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An equivalent position must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, and authority. Specifically, upon returning from FMLA leave, an employee may be assigned to another position that is not necessarily the same as the employee's former job assignment. The employee may not be restored to a position requiring additional licensure or certification.

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

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

Provisions Applicable to Section One

Employee Notice to District

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

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

When the need for leave is for reasons 3 or 4 listed above, the eligible employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the

District subject to the approval of the health care provider of the spouse, son, daughter, or parent of the employee.

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

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

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

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

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

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

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

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

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

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

To the extent the employee has accrued paid vacation or personal leave, any leave taken that qualifies for FMLA leave for reasons 1 or 2 above shall be paid leave and charged against the employee's accrued leave.
Workers Compensation: FMLA leave may run concurrently with a workers' compensation absence when the injury is one that meets the criteria for a serious health condition. To the extent that workers compensation benefits and FMLA leave run concurrently, the employee will be charged for any paid leave accrued by the employee at the rate necessary to bring the total amount of combined income up to 100% of usual contracted daily rate of pay. If the health care provider treating the employee for the workers compensation injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent job, the employee may decline the District's offer of a "light duty job." As a result, the employee may lose his/her workers' compensation payments, but for the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

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

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

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

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

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

Eligible employees may take intermittent or reduced schedule FMLA leave due to reasons 3 or 4 listed above when the medical need is best accommodated by such a schedule. The eligible employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health care provider.
When granting leave on an intermittent or reduced schedule for reasons 3 or 4 above that is foreseeable based on planned medical treatment, the District may temporarily transfer non-instructional, eligible employees for the period of scheduled intermittent or reduced leave to an alternative position that the employee is qualified for and that better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

If an eligible employee who meets the definition of an instructional employee requests intermittent or reduced schedule leave for reasons 3 or 4 above that is foreseeable based on planned medical treatment and the employee would be on leave for greater than twenty percent (20%) of the total number of working days in the period during which the leave would extend, the District may require the employee to elect either to:
Take medical leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or
Transfer temporarily to an available alternative position offered by the employer that the employee is qualified for, has equivalent pay and benefits, and better accommodates recurring periods of leave than the regular employment position of the employee.

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

An eligible instructional employee who needs intermittent leave or leave on a reduced leave schedule for reasons 3 or 4 above may not be transferred to an alternative position during the period of the employee's intermittent or reduced leave schedule if, based on the foreseeable planned medical treatment, the employee would be on leave for twenty percent (20%) or less of the total number of working days over the period the leave would extend.

Instructional employees are not required to request intermittent leave when the instructional employee's FMLA leave spans a period when school is closed, such as for winter, spring, or summer breaks; in addition, the time the school is closed is not counted when calculating the amount of FMLA leave the instructional employee has used.

Leave taken by eligible instructional employees near the end of the semester
In any of the following scenarios, if the District chooses to require the eligible, instructional employee to stay on leave until the end of the semester, only the portion of the leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. The required non-FMLA leave will not be considered excessive absenteeism.

Leave more than five (5) weeks prior to end of the semester
If the eligible, instructional employee begins leave, due to reasons 1 through 4 listed above, more than five (5) weeks prior to the end of the academic term, the District may require the employee to continue taking leave until the end of the semester, if:
1. The leave is of at least three (3) weeks duration; and
2. The return to employment would occur during the three (3) week period before the end of the semester.

Leave less than five (5) weeks prior to end of the semester
If the eligible, instructional employee begins leave, due to reasons 1, 2, or 3 listed above, during the period that commences five (5) weeks prior to the end of the academic term, the District may require the employee to continue taking leave until the end of the semester, if:
1. The leave is of greater than two (2) weeks duration; and
2. The return to employment would occur during the two (2) week period before the end of the semester.

Leave less than three (3) weeks prior to end of the semester
If the eligible, instructional employee begins leave, due to 1, 2, or 3 listed above, during the period that commences three (3) weeks prior to the end of the semester and the duration of the leave is greater than five (5) working days, the District may require the employee to continue to take leave until the end of the semester.

SECTION TWO- FMLA LEAVE CONNECTED TO MILITARY SERVICE

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

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

and recuperation, post-deployment activities, and other activities as defined by federal regulations.

Definitions
"Covered active duty" means:

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

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

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

Employee Notice to District

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

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

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

Intermittent or Reduced Schedule Leave

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

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

If an eligible, instructional employee begins leave due to any qualifying exigency more than five (5) weeks prior to the end of the semester, the District may require the employee to continue taking leave until the end of the semester, if:

1. The leave is of at least three (3) weeks duration; and
2. The return to employment would occur during the three (3) week period before the end of the semester.

If the District chooses to require the eligible, instructional employee to stay on leave until the end of the semester, only the portion of the leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement.

SERIOUS ILLNESS

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

Definitions

"Covered Service member" is:

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

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

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

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

"Serious Injury or Illness":

1. In the case of a member of the Armed Forces, including the National Guard or Reserves, it means an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may

render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and

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

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

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

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

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

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

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

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

Employee Notice to District

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

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

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

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

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

Intermittent or Reduced Schedule Leave

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

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

When granting leave on an intermittent or reduced schedule to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury that is foreseeable based on planned medical treatment, the District may temporarily transfer non-instructional eligible employees for the period of scheduled intermittent or reduced leave to an alternative position that the employee is qualified for and that better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. Specifically, upon returning from FMLA leave, an employee may be assigned to another position that is not necessarily the same as the employee's former job assignment. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

If an eligible employee who meets the definition of an instructional employee requests intermittent or reduced schedule leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury that is foreseeable based on planned medical treatment and the employee would be on leave for greater than twenty percent (20%) of the total number of working days in the period during which the leave would extend, the District may require the employee to choose either to:

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

If the employee chooses to transfer to an alternative position, the alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. Specifically, upon returning from FMLA leave, an employee may be assigned to another position that is not necessarily the same as the employee's former job assignment. The employee will not be required to take more FMLA leave than necessary to address the circumstances that required the need for the leave.

An eligible instructional employee, who needs intermittent leave or leave on a reduced leave schedule leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury, may not be transferred to an alternative position during the period of the employee's intermittent or reduced leave schedule if, based on the foreseeable planned

medical treatment, the employee would be on leave for twenty percent (20%) or less of the total number of working days over the period the leave would extend.

Leave taken by eligible instructional employees near the end of the academic semester
In any of the following scenarios, if the District chooses to require the eligible, instructional employee to stay on leave until the end of the semester, only the portion of the leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. The excess non-FMLA leave will not be considered excessive absenteeism.

Leave more than five (5) weeks prior to end of the semester
If the eligible, instructional employee begins leave, for any qualifying exigency or to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury more than five (5) weeks prior to the end of the semester, the District may require the employee to continue taking leave until the end of the semester, if:

1. The leave is of at least three (3) weeks duration; and
2. The return to employment would occur during the three (3) week period before the end of the semester.

Leave less than five (5) weeks prior to end of the semester
If the eligible, instructional employee begins leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury during the period that commences five (5) weeks prior to the end of the semester, the District may require the employee to continue taking leave until the end of the semester, if:

1. The leave is of greater than two (2) weeks duration; and
2. The return to employment would occur during the two (2) week period before the end of the semester.

Leave less than three (3) weeks prior to end of the semester
If the eligible, instructional employee begins leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury during the period that commences three (3) weeks prior to the end of the semester and the duration of the leave is greater than five (5) working days, the District may require the employee to continue to take leave until the end of the semester.

Legal References: 29 U.S.C. §§ 2601 et seq.
29 C.F.R. part 825

Additional Reference: ASBA Model Policies

Date Adopted: June 22, 2020
Last Revised: July 1, 2021

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

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

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

Any driver of a school bus shall not operate the school bus while using a device to browse the internet, make or receive phone calls or compose or read emails or text messages. A school bus driver may use a two-way radio communications device or any device used in a similar manner as a two-way radio communications device to communicate with the District's central dispatch or transportation center. In addition, if the school bus is safely off the road with the parking brake engaged, exceptions are allowed to call for assistance due to a mechanical problem with the bus, or to communicate with any of the following during an emergency:

1. An emergency system response operator or 911 public safety communications dispatcher;
2. A hospital or emergency room;
3. A physician's office or health clinic;
4. An ambulance or fire department rescue service;
5. A fire department, fire protection District, or volunteer fire department; or
6. A police department.

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

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

Additional Reference: ASBA Model Policies

Date Adopted: June 22, 2020
Last Revised: February 8, 2021

8.25—CLASSIFIED PERSONNEL CELL PHONE USE

Use of cell phones or other electronic communication devices by employees during their designated work time for other than District approved purposes is strictly forbidden unless specifically approved in advance by the Superintendent, building principal, or their designees. In addition to the language in this policy, the use of District provided cell phones is governed by Policy 8.22—CLASSIFIED PERSONNEL TECHNOLOGY USE POLICY.

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

Except when authorized in Policy 8.24—SCHOOL BUS DRIVER'S USE OF MOBILE COMMUNICATION DEVICES, all employees are forbidden from using school issued cell phones while driving any vehicle at any time. Violation may result in disciplinary action up to and including termination.

Except when authorized in Policy 8.24—SCHOOL BUS DRIVER'S USE OF MOBILE COMMUNICATION DEVICES, no employee shall use any device for the purposes of browsing the internet; composing or reading emails and text messages; or making or answering phone calls while driving a motor vehicle which is in motion and on school property. Violation may result in disciplinary action up to and including termination.

Legal References: IRS Publication 15 B
A.C.A. § 6-19-120
A.C.A. § 25-1-128
A.C.A. § 27-51-1602
A.C.A. § 27-51-1609
Commissioner's Memo COM-24-038

Additional Reference: ASBA Model Policies

Date Adopted: June 22, 2020
Last Revised: July 1, 2024

8.26—CLASSIFIED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

Definitions

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

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

1. May address an attribute of the other student, public school employee, or person with whom the other student or public school employee is associated;
2. Involves an actual or reasonably perceived power imbalance;
3. Is repeated or has a high likelihood of repetition; and
4. Causes or creates actual or reasonably foreseeable:

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

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

1. Cyberbullying;
2. Sarcastic comments "compliments" about another student's personal appearance or actual or perceived attributes,
3. Pointed questions intended to embarrass or humiliate,
4. Mocking, taunting or belittling,
5. Non-verbal threats and/or intimidation such as "fronting" or "chesting" a person,
6. Demeaning humor relating to a student's actual or perceived attributes,
7. Blackmail, extortion, demands for protection money or other involuntary donations or loans,
8. Blocking access to school property or facilities,
9. Deliberate physical contact or injury to person or property,
10. Stealing or hiding books or belongings,
11. Threats of harm to student(s), possessions, or others,
12. Sexual harassment, as governed by Policy 8.20, is also a form of bullying, and/or
13. Teasing or name-calling related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual, regardless of whether the student self-identifies as homosexual or transgender (Examples: "Slut", "You are so gay.", "Fag", "Queer").

"Cyberbullying" means any form of communication by electronic act that is sent with the purpose to:

1. Harass, intimidate, humiliate, ridicule, defame, or threaten a student, school employee, or person with whom the other student or school employee is associated; or
2. Incite violence towards a student, school employee, or person with whom the other student or school employee is associated.

Cyberbullying of School Employees includes, but is not limited to:

1. Building a fake profile or website of the employee;
2. Posting or encouraging others to post on the Internet private, personal, or sexual information pertaining to a school employee;
3. Posting an original or edited image of the school employee on the Internet;
4. Accessing, altering, or erasing any computer network, computer data program, or computer software, including breaking into a password-protected account or stealing or otherwise accessing passwords of a school employee;
5. Making repeated, continuing, or sustained electronic communications, including electronic mail or transmission, to a school employee;
6. Making, or causing to be made, and disseminating an unauthorized copy of data pertaining to a school employee in any form, including without limitation the printed or electronic form of computer data, computer programs, or computer software residing in, communicated by, or produced by a computer or computer network;
7. Signing up a school employee for a pornographic Internet site; or
8. Without authorization of the school employee, signing up a school employee for electronic mailing lists or to receive junk electronic messages and instant messages.

Cyberbullying is prohibited whether or not the cyberbullying originated on school property or with school equipment, if the cyberbullying results in the substantial disruption of the orderly operation of the school or educational environment or 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:

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

Teachers and other 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 building principal, or designee, as soon as possible.

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. Students who bully another person are to be held accountable for their actions whether they occur on school equipment or property; off school property at a school-sponsored or school-approved function, activity, or event; going to or from school or a school activity in a school vehicle or school bus; or at designated school bus stops. Students are encouraged to report behavior they consider to be bullying, including a single action which if allowed to continue would constitute bullying, to their teacher or the building principal. The report may be made anonymously.

A building principal, or designee, who receives a credible report or complaint of bullying shall:

1. As soon as reasonably practicable, but by no later than the end of the school day following the receipt of the credible report of bullying:
    a) Report to a parent, legal guardian, person having lawful control of a student, or person standing in loco parentis of a student that their student is the victim in a credible report of bullying; and
    b) Prepare a written report of the alleged incident of bullying;
2. Promptly investigate the credible report or complaint of bullying, which shall be completed by no later than the fifth (5^{th}) school day following the completion of the written report.
3. Notify within five (5) days following the completion of the investigation the parent, legal guardian, person having lawful control of a student, or person standing in loco parentis of a student who was the alleged victim in a credible report of bullying whether the investigation found the credible report or complaint of bullying to be true and the availability of counseling and other intervention services.
4. Notify within five (5) days following the completion of the investigation the parent, legal guardian, person having lawful control of the student, or person standing in loco parentis of the student who is alleged to have been the perpetrator of the incident of bullying:
    a) That a credible report or complaint of bullying against their student exists;
    b) Whether the investigation found the credible report or complaint of bullying to be true;
    c) Whether action was taken against their student upon the conclusion of the investigation of the alleged incident of bullying; and
    d) Information regarding the reporting of another alleged incident of bullying, including potential consequences of continued incidents of bullying;
5. Make a written record of the investigation, which shall include:
    a) A detailed description of the alleged incident of bullying, including without limitation a detailed summary of the statements from all material witnesses to the alleged incident of bullying;
    b) Any action taken as a result of the investigation; and
6. Discuss, as appropriate, the availability of counseling and other intervention services with students involved in the incident of bullying.

District employees are held to a high standard of professionalism, especially when it comes to employee-student interactions. Actions by a District employee towards a student that would

constitute bullying if the act had been performed by a student shall result in disciplinary action, up to and including termination. This Policy governs bullying directed towards students and is not applicable to adult on adult interactions. Therefore, this Policy does not apply to interactions between employees. Employees may report workplace conflicts to their supervisor. In addition to any disciplinary actions, the District shall take appropriate steps to remedy the effects resulting from bullying.

To prevent multiple, simultaneous investigations into the same alleged conduct, if the facts that support an alleged incident of bullying may also constitute a violation of another District policy; State or Federal law, State rule, or Federal regulation, then the District shall investigate and dispose of the alleged incident of bullying in accordance with the other applicable District policy; State or Federal law; State rule; or federal regulation in lieu of the requirement of this policy.

Legal References: A.C.A. § 6-18-514
DESE Rules Governing Student Discipline and School Safety

Additional Reference: ASBA Model Policies

Date Adopted: June 22, 2020
Last Revised: August 25, 2025

8.27—CLASSIFIED PERSONNEL LEAVE — INJURY FROM ASSAULT

The District shall grant a leave of absence with full pay for a maximum period of one (1) year to any school employee who is absent from duty in a public school as a result of personal injury from an assault or other violent criminal act committed against the employee in the course of employment in the public school.

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

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

Legal Reference: A.C.A. § 6-17-1308

Additional Reference: ASBA Model Policies

Date Adopted: June 22, 2020
Last Revised: February 8, 2021

8.28— DRUG FREE WORKPLACE - CLASSIFIED PERSONNEL

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

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

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.

The employee is bound by the restrictions stated in this Policy while at work or performing his/her official duties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Legal References: 41 U.S.C. §§ 8101, 8103, 8104
A.C.A. § 11-9-102, 5-71-231
A.C.A. § 17-80-117

Additional Reference: ASBA Model Policies

Date Adopted: June 22, 2020
Last Revised: February 8, 2021

8.29—CLASSIFIED PERSONNEL VIDEO/AUDIO SURVEILLANCE AND OTHER MONITORING

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

The placement of video/audio surveillance cameras shall be based on the presumption and belief that students, staff and visitors have no reasonable expectation of privacy anywhere on or near school property, facilities, vehicles, or equipment, with the exception of places such as rest rooms or dressing areas where an expectation of bodily privacy is reasonable and customary. In accordance with Arkansas law, the District has audio recording devices in each of the District's locker rooms, changing rooms, and dressing rooms.

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. *Signs shall be posted in a conspicuous place in each of the District's locker rooms, changing rooms, and dressing rooms notifying individuals of the presence of an audio recording device in the locker room, changing room, or dressing room.* Violations of school personnel policies or laws caught by the cameras and other technologies authorized in this Policy may result in disciplinary action.

The District shall retain copies of video recordings until they are erased which may be accomplished by either deletion or copying over with a new recording. *Other than audio recordings being retained under the provisions of this policy's following paragraph, audio recordings shall be retained for one (1) year from the date when the audio recording was made. At least ten (10) days before the destruction or deletion of an audio recording, the District shall publish a notice on the District's website that the District intends to destroy or delete the audio recording.*

Videos, audio recordings, automatic identification, or data compilations containing evidence of a violation of District personnel policies and/or state or federal law shall be retained until the issue of the misconduct is no longer subject to review or appeal as determined by Board policy or staff handbook; any release or viewing of such records shall be in accordance with current law.
Staff who vandalize, damage, defeat, disable, or render inoperable (temporarily or permanently) surveillance cameras and equipment, automatic identification, or data compilation devices shall be subject to appropriate disciplinary action and referral to appropriate law enforcement authorities.

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

Note: The audio recording devices will be in place in the 2026-27 school year, as required in law.

Legal Reference: A.C.A. § 6-21-122

Reference: ASBA Model Policies

Date Adopted: June 22, 2020
Last Revised: August 25, 2025

8.30—CLASSIFIED PERSONNEL REDUCTION IN FORCE

SECTION ONE

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

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

If a RIF becomes necessary, the RIF shall be conducted separately for each occupational category of classified personnel identified within the district on the basis of each employee's points as determined by the schedule contained in this Policy. The employee within each occupational category with the number of points will not be recommended for renewal or will be terminated first.

Points

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

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

Except as may occur during a RIF in the District's teaching staff, there is no right or implied right for any employee to "bump" or displace any other employee. When there is a RIF of the District's teaching staff, a teacher with full licensure in a position shall prevail over a teacher with greater points but who is lacking full licensure in that subject area. "Full licensure" means

an initial, or standard, non-contingent license to teach in a subject area or grade level, in contrast with a license that is provisional; temporary; or conditional on the fulfillment of additional course work or passing exams or any other requirement of the Division of Elementary and Secondary Education, other than the attainment of annual professional development training; or teaching under a waiver from licensure. The exception for a RIF in the District's teaching staff specifically does not allow a licensed employee who might wish to assume a classified position to displace a classified employee.

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

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

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

Recall

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

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

SECTION TWO

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

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

Additional Reference: ASBA Model Policies

Date Adopted: June 22, 2020
Last Revised: July 1, 2023

8.31—CLASSIFIED PERSONNEL RENEWAL AND TERMINATION

Renewal

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

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

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

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

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

Termination

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

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

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

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

Additional Reference: ASBA Model Policies

Date Adopted: June 22, 2020
Last Revised: April 28, 2025

8.32—CLASSIFIED PERSONNEL ASSIGNMENTS

The Superintendent or designee shall be responsible for assigning and reassigning classified personnel.

Reference: ASBA Model Policies

Date Adopted: June 22, 2020
Last Revised: February 8, 2021

8.33—CLASSIFIED PERSONNEL SCHOOL CALENDAR

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

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

The District shall operate by the calendar posted to the District website: https://www.fortsmithschools.org/domain/146.

Legal References: A.C.A. § 6-15-2907(f)
A.C.A. § 6-17-2301
DESE Rules Governing the Arkansas Educational Support and Accountability Act

Additional Reference: ASBA Model Policies

Date Adopted: June 22, 2020
Last Revised: February 8, 2021

8.34—CLASSIFIED PERSONNEL DUTIES AS MANDATED REPORTERS

It is the statutory duty of school District employees to:

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

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

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

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

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

Additional Reference: ASBA Model Policies

Date Adopted: June 22, 2020
Last Revised: July 1, 2023

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

Obtaining Eligibility Information

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

The District is required to inform households with children enrolled in District schools of the availability of the Programs and of how the household may apply for Program benefits. However, the District and anyone employed by the District is **strictly forbidden** from **requiring** any household or student within a household from submitting an application to participate in the program. There are NO exceptions to this prohibition and it would apply, for example, to the offer of incentives for completed forms, or disincentives or negative consequences for failing to submit or complete an application. Put simply, federal law requires that the names of the children shall not be published, posted or announced in any manner.

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

Releasing Eligibility Information

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

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

The Superintendent shall designate the staff member(s) responsible for making eligibility determinations. Release of eligibility information to other District staff shall be limited to as few

individuals as possible who shall have a specific need to know such information to perform their job responsibilities. Principals, counselors, teachers, and administrators shall not have routine access to eligibility information or status.

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

Legal References: Commissioner's Memos IA-05-018, FIN 09-041, IA 99-011
FIN 13-018 DESE Eligibility Manual for School Meals Revised July 2017
A.C.A. § 6-18-715
7 C.F.R. 210.1 – 210.31
7 C.F.R. 220.1 – 220.22
7 C.F.R. 245.5, 245.6, 245.8
42 U.S.C. 1758(b)(6)

Additional Reference: ASBA Model Policies

Date Adopted: June 22, 2020
Last Revised: February 8, 2021

8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION

The District provides Workers' Compensation (WC) Insurance, as required by law. Employees who sustain **any** injury at work must immediately notify their immediate supervisor, or in the absence of their immediate supervisor notify the person designated by the Superintendent. An injured employee must fill out District required forms. While many injuries will require no medical treatment or time lost at work, should the need for treatment arise later, it is important that there be a record that the injury occurred. All employees have a duty to provide information and make statements as requested for the purposes of the claim assessment and investigation.

The District may discipline an employee, up to and including termination of the employee's contract, if it is discovered that the employee:

1. Deliberately made false statements concerning the origin of an injury or the circumstances surrounding the injury; or
2. submitted a WC claim that the employee knew to be based substantially or entirely on false information.

An employee shall not be disciplined solely because the District's WC carrier denied the employee's WC claim.

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

A WC absence will run concurrently with FMLA leave (Policy 8.23) when the injury is one that meets the criteria for a serious health condition. To the extent that WC benefits and FMLA leave run concurrently, the employee will be charged for any paid leave accrued by the employee at the rate necessary to bring the total amount of combined income up to 100% of usual contracted daily rate of pay. If the health care provider treating the employee for the WC injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent job, the employee may decline the District's offer of a "light duty job." As a result, the employee may lose his/her WC payments, but for the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

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

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

1. Will be charged for a day's sick leave for the all days missed until such time as the WC claim has been approved or denied; and
2. Whose WC claim is accepted by the WC insurance carrier as compensable and who is absent for eight (8) or more days shall be charged sick leave at the rate necessary, when

combined with WC benefits, to bring the total amount of combined income up to 100% of the employee's usual contracted daily rate of pay.

Legal References: Ark. Workers Compensation Commission RULE 099.33 - MANAGED CARE

A.C.A. § 11-9-102
A.C.A. § 11-9-508(d)(5)(A)
A.C.A. § 11-9-514(a)(3)(A)(i)

Additional Reference: ASBA Model Policies

Date Adopted: June 22, 2020
Last Revised: July 1, 2021

8.37—CLASSIFIED PERSONNEL SOCIAL NETWORKING AND ETHICS

Definitions

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

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

Blogs: are a type of networking and can be either social or professional in their orientation. Professional blogs are encouraged and can provide a place for teachers to post homework, keep parents up-to-date, and interact with students concerning school related activities. Social blogs are discouraged to the extent they involve teachers and students in a non-education oriented format.

Policy

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

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

The Division of Elementary and Secondary Education (DESE) *Rules Governing the Code of Ethics for Arkansas Educators* requires District staff to maintain a professional relationship with each student, both in and outside the classroom. The School Board of Directors encourages all staff to read and become familiar with the Rules. Conduct in violation of the DESE *Rules Governing the Code of Ethics for Arkansas Educators*, including, but not limited to conduct relating to the inappropriate use of technology or online resources, may be reported to the Professional Licensure Standards Board (PLSB) and may form the basis for disciplinary action up to and including termination.

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

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

the use of technology. In fact, due to the vastly increased potential audience that digital dissemination presents, extra caution must be exercised by staff to ensure they do not cross the line of acceptability. A good rule of thumb for staff to use is, “if you wouldn’t say it in class, don’t say it online.”

Accessing social media websites for personal use during school hours is prohibited, except during breaks or preparation periods.

Privacy of Employee's Social Media Accounts

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

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

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

In the event that the district inadvertently obtains access to information that would enable the district to have access to an employee’s personal social media account, the district will not use this information to gain access to the employee’s social media account. Employees have no expectation of privacy in their use of District issued computers, other electronic device, or use of the District's network. (See policy 8.22—CLASSIFIED PERSONNEL TECHNOLOGY USE POLICY)

Cross Reference: See Policy 3.45

Additional Reference: ASBA Model Policies

Legal References: A.C.A. § 11-2-124, DESE Rules Governing the Code of Ethics for Arkansas Educators

Date Adopted: April 28, 2025
Last Revised:

8.38—CLASSIFIED PERSONNEL VACATIONS

The vacation Policy which will pertain to all classified twelve-month employees applies as follows:

Vacation entitlement is earned from July 1 to June 30. This vacation may be taken beginning June 1 of the year earned and should be taken not later than June 30 of the following fiscal year. Unused vacation leave will be carried over to a new fiscal year. The maximum accumulation of vacation days, including the final year of service with the District, will be fifteen (15) days. Twelve-month employees on contract at June 30, 2021 may accumulate a maximum of thirty-five (35) days of vacation.

1. Employees who work fewer than twenty contract days will have earned no vacation.
2. Employees will earn vacation at the rate listed on the table below. An employee must work the full calendar month from the first available contract day of that month to the last available contract day of that month to earn a vacation day (as listed below) for the month:

Years of District "Experience Credit"	Rate Vacation is Earned	Maximum Vacation Days Earned per Year
0-9	1.00 day per month	10 days
10 and above	1.25 days per month (up to 15 days per year)	15 days

3. Vacation must be taken in one-half day or full day increments only.
4. Upon separation an employee will be paid for any vacation earned up to fifteen (15) days in accordance with the table above. Upon separation, twelve-month employees on contract at June 30, 2021 will be paid for any vacation earned up to thirty-five (35) days.

Date Adopted: June 22, 2020
Last Revised: July 1, 2021

8.39—DEPOSITING COLLECTED FUNDS

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

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

Reference: ASBA Model Policies

Date Adopted: June 22, 2020
Last Revised: February 8, 2021

8.40—CLASSIFIED WEAPONS ON CAMPUS

Firearms

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

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

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

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

Other Weapons

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

Employees who are participating in a Civil War reenactment may bring a Civil War era weapon onto campus with prior permission of the building principal. If the weapon is a firearm, the firearm must be unloaded.

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

Date Adopted: November 21, 2024
Last Revised: April 28, 2025

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

For purposes of this Policy, "Family member" includes:

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

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

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

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

1. Entertainment;
2. Hotel rooms;
3. Transportation;
4. Gifts;
5. Meals; or
6. Items of nominal value (e.g. calendar or coffee mug).

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

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

Legal References: A.C.A. §§ 6-24-101 et seq.
Division of Elementary and Secondary Education Rules Governing the Ethical Guidelines And Prohibitions For Educational Administrators, Employees, Board Members And Other Parties
Commissioner's Memo FIN 09-036
Commissioner's Memo FIN-10-048

Commissioner's Memo FIN 15-074

2 C.F.R. § 200.318
7 C.F.R. § 3016.36
7 C.F.R. § 3019.42

Additional Reference: ASBA Model Policies

Date Adopted: June 22, 2020
Last Revised: February 8, 2021

8.42—CLASSIFIED PERSONNEL BUS DRIVER END of ROUTE REVIEW

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

Reference: ASBA Model Policies

Date Adopted: June 22, 2020
Last Revised: February 8, 2021

8.43—CLASSIFIED PERSONNEL USE OF PERSONAL PROTECTIVE EQUIPMENT

Employees whose job duties require the use or wearing of Personal Protective Equipment (PPE) shall use or wear the prescribed PPE at all times while performing job duties that expose employees to potential injury or illness. Examples of PPE include, but are not limited to:

1. Head and face protection:
2. Hard hat;
3. Bump cap;
4. Welding helmet;
5. Safety goggles;
6. Safety glasses;
7. Face shield;
8. Respiratory protection:
9. Dust/mist mask;
10. Half-face canister respirators;
11. Hearing protection:
12. Ear plugs;
13. Ear muffs;
14. Hand protection, which is based on hazard exposure(s) and type(s) of protection needed:
15. Leather;
16. Latex;
17. Rubber;
18. Nitrile;
19. Kevlar;
20. Cotton;
21. Body protection:
22. Welding apron;
23. Welding jackets;
24. Coveralls/Tyvek suits;
25. Foot Protection:
26. Metatarsal protection;
27. Steel toed boots/shoes;
28. Slip resistant shoes;
29. Fall Protection:
30. Belts, harnesses, lanyards;
31. Skylight protection;
32. Safe ladders;
33. Scissor lifts.

Employees operating a school-owned vehicle that is equipped with seat belts for the operator shall be secured by the seat belt at all times the employee is operating the vehicle. If the vehicle is equipped with seat belts for passengers, the employee operating the vehicle shall not put the vehicle into motion until all passengers are secured by a seat belt. Employees traveling in, but not operating, a school owned vehicle that is equipped with seat belts for passengers shall be secured by a seat belt at all times the vehicle is in motion.

Employees who fail to use or wear the prescribed PPE required by their job duties put themselves and co-workers at risk of sustaining personal injuries. Employees who are found to

be performing job duties without using or wearing the necessary PPE required by the employee's job duties may be disciplined, up to and including termination.

A supervisor may be disciplined, up to and including termination, if the supervisor:

1. Fails to ensure the employee has the prescribed PPE before the employee assumes job duties requiring such equipment;
2. Fails to provide an employee replacement PPE when necessary in order for the employee to continue to perform the job duties that require the PPE; or
3. Instructs the employee to perform the employee's job duties without the prescribed PPE required by those job duties.

An employee shall **not** be disciplined for refusing to perform job duties that require the employee to use/wear PPE if:

1. The employee has not been provided the prescribed PPE; or
2. The PPE provided to the employee is damaged or worn to the extent that the PPE would not provide adequate protection to the employee.

An employee's immediate Supervisor is responsible for providing the employee training on the proper use, care, and maintenance of any and all PPE that the employee may be required to use.

Reference: ASBA Model Policies

Date Adopted: June 22, 2020
Last Revised: February 8, 2021

8.44—CLASSIFIED PERSONNEL CONTRACT RETURN

An employee shall have fifteen (15) days from the date of the receipt of the employee's contract for the following school year in which to return the contract, signed, to the office of the Superintendent. The date of receipt of the contract shall be presumed to be the date of electronic delivery to the employee.

Failure of an employee to return the signed contract to the office of the Superintendent within fifteen (15) days of the receipt of the contract shall operate as a rejection of the offer of employment by the employee. No further action on the part of the employee, the Superintendent, or the Board shall be required in order to make the employee's rejection of the offer of employment final.

An employee has the right to unilaterally rescind an employment contract for the subsequent school year if the employee submits a signed written notification to the superintendent, or the superintendent's designee, of the employee's intent to rescind the contract for the subsequent school year by the end of business on:

- May 15; or
- The Friday before May 15 if May 15 falls on a weekend

Additional Reference: ASBA Model Policies

Date Adopted: July 1, 2023
Last Revised: August 25, 2025

8.45—CLASSIFIED PERSONNEL CODE OF CONDUCT

Definitions

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

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

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

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

In recognition of the level of trust placed in District employees, the duty of care District employees have towards their charges, and the need for District employees to model appropriate behavior for their charges, the District has, and will continue to hold, its employees to a high standard of behavior. Employees whose actions are determined to be in violation of the provisions of this policy, another personnel policy, the Division of Elementary and Secondary Education Rules Governing the Code of Ethics for Arkansas Educators, or criminal conduct that statutorily prohibits employment by a school district may be recommended for discipline up to

and including termination of the employee's contract for employment. In addition to other forms of discipline, conduct in violation of the Rules may be reported to the Professional Licensure Standards Board.

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

Date Adopted: 11/21/2024
Last Revised: 8/25/2025

8.46.1—CLASSIFIED PERSONNEL MATERNITY LEAVE

Definitions

"Full-Time Employee" means being employed for at least thirty (30) hours per week or as a full-time school bus driver who is employed to drive a regular route during the school year.

Eligibility

The District will provide up to twelve (12) weeks of paid maternity leave for the birth of an eligible employee's biological child. The purpose of paid maternity leave is to provide mothers time to recover from pregnancy, childbirth, or related medical conditions. This policy will be in effect for births occurring on or after July 1, 2025.

An employee shall be eligible to take paid leave under this policy if the:

- The employee was employed full-time by an Arkansas public school district or open enrollment charter school for (1) year or more immediately preceding the request for leave;
- Individual is employed full-time by the District for the entirety of the requested leave;
- The employee has given birth to a child;
- Leave is taken within the first twelve (12) weeks of the cause for leave; and
- Employee has not been disciplined for any leave abuse during the past year prior to the need for leave.

Amount, Time Frame, and Duration of Paid Maternity Leave

- Eligible employees will receive a maximum of 12 weeks of paid leave per birth of a child/children. The fact that a multiple birth occurs (e.g., the birth of twins) does not increase the 12-week total amount of paid leave granted for that event.
- Eligible employees will continue to receive 100 percent of their regular pay on regularly scheduled pay dates while on approved maternity leave.
- Employees must take paid maternity leave in one continuous period of leave within the first 12 weeks of the child's birth.
- For purposes of this policy, the 12-week paid maternity leave period is defined as follows. The 12-week paid maternity leave period shall begin on the day the child is born and shall end on the 83rd calendar day following the day the child is born. The period shall be extended by one day for each day described below which occurs within the eighty-four (84) day leave period: (a) a designated school holiday within the academic school year, not including summer break; or (b) a day on which school was scheduled to be held under the school's calendar but on which school was cancelled and the employee did not work. Except as otherwise provided in this section, there will be no further extensions to the 12-week paid maternity leave period.
- In no event shall an employee receive more compensation from the District than the amount specified in their employment contract as a result of being eligible for paid maternity leave.
- Any unused paid leave provided under this policy will be forfeited at the end of the 12-week time frame.

- Upon termination of an employee's employment with the District, the employee will not be paid for any unused paid maternity leave for which the employee was eligible.

Coordination with Other Policies

- Paid maternity leave under this policy shall not be used in conjunction with any other maternity or parental leave benefit provided by the District.
- Paid maternity leave taken under this policy will run concurrently with leave under the FMLA, if applicable.
- After the paid maternity leave is exhausted, the balance of FMLA leave (if applicable) will be compensated through an employee's accrued, available leave. Upon exhaustion of accrued leave, any remaining leave will be unpaid leave.
- The District will maintain all benefits for employees during the paid leave period.
- An employee who takes paid maternity leave that does not qualify for FMLA leave will be afforded the same level of job protection for the period of time that the employee is on paid maternity leave as if the employee was on FMLA-qualifying leave.

Requests for Paid Maternity Leave

The employee must provide the District with written notice of the request for leave at least 30 days before the proposed date of the leave unless the need for leave is unforeseeable.

Cross Reference(s): 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE

Legal Reference(s): A.C.A. § 6-17-122
DESE Rules Governing Maternity Leave Cost Sharing

Additional Reference(s): ASBA Model Policies

Date Adopted: 8/25/2025
Last Revised: 11/17/2025

8.46.2—CLASSIFED PERSONNEL PAID LEAVE FOR PLACEMENT OF ADOPTIVE OR FOSTER CHILD

Definitions

"Full-Time Employee" means being employed for at least thirty (30) hours per week or as a full-time school bus driver who is employed to drive a regular route during the school year.

Eligibility

The District will provide up to twelve (12) weeks of paid leave for the adoption of a child under the age of one (1) or the placement of a foster child under the age of one (1) in the employee's home. This policy will be in effect for foster and adoption placements occurring on or after July 1, 2025.

An employee shall be eligible to take paid adoption/foster leave under this policy if:

- The employee was employed full-time by the District for (1) year or more immediately preceding the request for leave;
- The employee has legally adopted a child under one (1) year of age or has had a foster child under the age of one (1) year of age placed in the employee's home;
- The leave is taken within the first twelve (12) weeks of the adoption or placement of the foster child in the employee's home, as defined below; and
- The employee has not been disciplined for any leave abuse during the year immediately preceding the need for leave.

Notwithstanding the above, an employee shall not be eligible for an additional twelve (12) weeks of paid leave under this policy following the adoption of a child if the employee took twelve (12) weeks of paid leave under this policy after the initial foster placement of the same child in the employee's home.

Additionally, an employee shall not be eligible for an additional twelve (12) weeks of paid leave under this policy if the employee took twelve (12) weeks of paid leave under the Paid Maternity Leave Policy in the same school year.

Amount, Time Frame, and Duration of Paid Adoption/Foster Leave

- Eligible employees will receive a maximum of 12 weeks of paid leave per adoption or placement of a child/children. The fact that a multiple adoption or placement occurs (e.g., the adoption of siblings) does not increase the 12-week total amount of paid leave granted for that event.
- Eligible employees will continue to receive 100 percent of their regular pay on regularly scheduled pay dates while on approved adoption/foster leave.
- For purposes of this policy, the 12-week paid adoption/foster leave period is defined as follows. The 12-week paid adoption/foster leave period shall begin on the day the adopted or foster child is placed in the employee's home and shall end on the 83rd calendar day following the date of placement. The period shall be extended by one day

for each day described below which occurs within the eighty-four (84) day leave period: (a) a designated school holiday within the academic school year, not including summer break; or (b) a day on which school was scheduled to be held under the school's calendar but on which school was cancelled and the employee did not work. Except as otherwise provided in this section, there will be no further extensions to the 12-week paid adoption/foster leave period.

- Eligible spouses who both work for the District may only take a combined total of 12 weeks of paid leave for the adoption or placement of a foster child.
- In no event shall an employee receive more compensation from the District than the amount specified in their employment contract as a result of being eligible for paid adoption/foster leave.
- Any unused paid leave provided under this policy will be forfeited at the end of the 12-week time frame.
- Upon termination of an employee's employment with the District, the employee will not be paid for any unused paid leave for which the employee was eligible.

Coordination with Other Policies

- Paid leave under this policy shall not be used in conjunction with any other parental leave benefit provided by the District.
- Paid leave taken under this policy will run concurrently with leave under the FMLA, if applicable.
- After the paid leave is exhausted, the balance of FMLA leave (if applicable) will be compensated through an employee's available, accrued leave. Upon exhaustion of accrued leave, any remaining leave will be unpaid leave.
- The District will maintain all benefits for employees during the paid leave period.
- An employee who takes paid leave that does not qualify for FMLA leave will be afforded the same level of job protection for the period of time that the employee is on paid leave as if the employee was on FMLA-qualifying leave.

Requests for Paid Adoption/Foster Leave

The employee must provide the District with written notice of the request for leave at least 30 days prior to the proposed date of the leave unless the need for leave is unforeseeable. The employee must complete the necessary forms and provide all documentation as required by the District to substantiate the request.

Cross Reference(s): 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE

Legal Reference(s): A.C.A. § 6-17-122
DESE Rules Governing Maternity Leave Cost Sharing

Additional Reference(s): ASBA Model Policies

Date Adopted: 8/25/2025

8.47—CLASSIFIED PERSONNEL NAME, TITLE, OR PRONOUN

Unless a District employee has the written permission of the parent, legal guardian, person having lawful control of the student, or person standing in loco parentis to the student or the student if the student is an emancipated minor or over eighteen (18) years of age, a District employee shall not address a student with a:

1. Name other than that listed on the student's birth certificate, except for a derivative of the name; or
2. Pronoun or title that is inconsistent with the student's biological sex.

A District employee shall not be subject to adverse employment action for declining to address a person using a:

a. Name other than that listed on the student's birth certificate, except for a derivative of the name; or
b. Pronoun or title that is inconsistent with the person's biological sex.

Legal Reference: A.C.A. § 6-1-108

Additional Reference: ASBA Model Policies

Date Adopted: July 1, 2023
Last Revised:

8.48—CLASSIFIED PERSONNEL DUTY TO MAINTAIN LICENSE IN GOOD STANDING

The District has several classified positions that require the individual employed in that position to hold a license or certification. The failure of an employee in such a position to keep the employee's license or certification in good standing places the District at risk of being determined to be operating in violation of Arkansas or Federal law. Classified employees who are required to hold a license or certification as part of their position are required to maintain their license or certification in good standing. A classified employee who is required to hold a license or certification as part of the employee's position who fails to maintain their license or certification in good standing may be disciplined, up to and including termination.

Additional Reference: ASBA Model Policies

Date Adopted: July 1, 2024
Last Revised:

8.49—CLASSIFIED PERSONNEL USE OF ARTIFICIAL INTELLIGENCE

"Artificial Intelligence (AI)" means a machine-based systemcan, based on a given set of human-defined objectives, make predictions, recommendations, or decisions influencing a real or virtual environment.

"AI Tools" means Software, hardware, or cloud-based applications that use AI to aid in tasks like content creation, data analysis, and personalized learning. For purposes of this policy, AI tools do~~es~~ not include items such as spell check or grammar check.

"Automated decision tool" means an AI tool that has been specifically developed and marketed, or specifically modified, to make or to be a controlling factor in making consequential decisions.

This policy governs the use of AI tools in classrooms, administrative functions, and decision-making processes by licensed employees and outlines the responsible and ethical use of integrated AI tools into teaching and administrative practices.

The use of AI tools by District licensed employees shall adhere to the following:

- Only those AI tools approved by the District's committee for the selection of AI tools may be used;
- The use of AI tools by licensed employees shall adhere to District policy; State and Federal law; State rules; and federal regulations governing data privacy; and
- The use of AI tools shall operate in a manner that allows staff, students, and parents to have the opportunity to access information on how AI tools are integrated in teaching and learning within the district.

Licensed employees may use AI tools to personalize learning, assist with lesson planning, and provide real-time feedback to students. Any use of AI tools shall be to complement, rather than replace, human instruction.

Licensed employees are responsible for helping students understand the boundaries of using AI tools in completing assignments. Any use of AI tools by students must be approved by the student's classroom teacher prior to the student's use. Students shall receive instruction on how content generated by AI tools should be:

- Reviewed for bias and inaccuracies; and
- Cited as a source, following District citation guidelines.

Any use of AI tools in the classroom shall be deployed in a way that considers equal access for all students, regardless of socioeconomic status, and shall not exacerbate inequalities. Licensed employees shall actively monitor AI tools for any signs of bias or inequitable treatment of students. Any AI tools that are used for student assessments shall be monitored for biases and

regularly reviewed with the ultimate goal of impartiality. Automated writing evaluation and/or grading AI tools are required to provide feedback based on set learning indicators including, but not limited to: objectives, outcomes, goals, competencies, targets, success criteria, proficiency scales, rubrics, or other indicators. AI tools, including automated decision tools, shall not be the sole basis for decisions that significantly affect students, such as assignment of grades.

It is the responsibility of the District's licensed employees to monitor AI tool usage and verify the use of the AI tools is in alignment with the district's ethical guidelines and educational goals.

While AI tools, including automated decision tools, may be used to assist with administrative tasks, such as lesson planning, scheduling, data analysis, and managing student records, final decisions impacting students or employees must involve human oversight.

Employees are responsible for their use of AI tools and for safeguarding sensitive information. Employees shall report any security incidents or potential data breaches immediately to a supervisor and the IT department.

Employees are encouraged to provide feedback on the usage of AI tools to help the District ensure the effectiveness, ethical compliance, and relevance to the District's educational goals of the AI tools.

The failure to comply with this policy or a District policy governing the release of information may result in disciplinary action, up to and including termination.

Cross References: 3.58—LICENSED PERSONNEL USE OF ARTIFICIAL INTELLIGENCE
4.13—PRIVACY OF STUDENTS' RECORDS/ DIRECTORY INFORMATION
5.10—ARTIFICIAL INTELLIGENCE
7.16—INFORMATION TECHNOLOGY SECURITY

Legal References: A.C.A. § 6-18-2601 et seq.
15 U.S.C. § 6501
20 U.S.C. § 1232g
34 C.F.R. Part 99

Date Adopted: April 28, 2025
Last Revised: August 25, 2025

8.50—ANTISEMITISM PROHIBITED

"Antisemitism" means a certain perception of Jews, which may be expressed as hatred toward Jews. Rhetorical and physical manifestations of antisemitism are directed toward Jewish or non-Jewish individuals and/or their property, toward Jewish community institutions and religious facilities. Antisemitism may be expressed in speech; writing; visual forms; and actions, and employs sinister stereotypes and negative character traits.

The following are examples of actions, when taken as a whole, that may constitute antisemitism:

- The targeting of the state of Israel, conceived as a Jewish collectivity;
- Charging Jews with conspiring to harm humanity;
- Calling for, aiding, or justifying the killing or harming of Jews in the name of a radical ideology or an extremist view of religion;
- Making mendacious, dehumanizing, demonizing, or stereotypical allegations about Jews as such or the power of Jews as collective — such as, especially but not exclusively, the myth about a world Jewish conspiracy or of Jews controlling the media, economy, government or other societal institutions;
- Accusing Jews as a people of being responsible for real or imagined wrongdoing committed by a single Jewish person or group, or even for acts committed by non-Jews;
- Denying the fact, scope, mechanisms (e.g. gas chambers) or intentionality of the genocide of the Jewish people at the hands of National Socialist Germany and its supporters and accomplices during World War II (the Holocaust);
- Accusing the Jews as a people, or Israel as a state, of inventing or exaggerating the Holocaust;
- Accusing Jewish citizens of being more loyal to Israel, or to the alleged priorities of Jews worldwide, than to the interests of their own nations;
- Denying the Jewish people their right to self-determination, e.g., by claiming that the existence of a State of Israel is a racist endeavor;
- Applying double standards by requiring of Israel a behavior not expected or demanded of any other democratic nation;
- Using the symbols and images associated with classic antisemitism (e.g., claims of Jews killing Jesus or blood libel) to characterize Israel or Israelis;
- Drawing comparisons of contemporary Israeli policy to that of the Nazis; or
- Holding Jews collectively responsible for actions of the state of Israel.

Antisemitism does not include criticism of Israel similar to the criticism leveled against any other country.

Discrimination and harassment based on antisemitism is expressly prohibited.

The District shall appoint an individual to act as the District's Title VI Coordinator, who shall be responsible for investigating any complaints of discrimination or harassment based on antisemitism. The District shall:

1. Include contact information for the Title VI Coordinator in information that is provided to staff, students, and parents; and
2. Provide the following on the District website that may be accessed through a link titled "Antisemitism/Title VI":
    a. The District's definition of antisemitism;

b. A statement that antisemitism is prohibited in the District's educational programs and activities;
c. A statement that complaints of discrimination or harassment based on antisemitism may be filed with the Title VI Coordinator;
d. Contact information for the District's Title VI Coordinator; and
e. Information on how to file a complaint of antisemitism with the Title VI Coordinator at the Arkansas Department of Education.

A student or a student's parent may contact the District Title VI Coordinator directly with any complaints of discrimination or harassment based on antisemitism. District employees are responsible for timely notifying the District Title VI Coordinator of any complaints they receive or incidents they witness of discrimination or harassment based on antisemitism.

Complaints of discrimination or harassment based on antisemitism shall be investigated and handled in accordance with Policy 6.7—COMPLAINTS.

An employee who is found to have violated the provisions of this policy may be subject to discipline, up to and including termination.

The District Title VI Coordinator shall report an incident or complaint of discrimination or harassment under this policy to the Arkansas Department of Education Title VI Coordinator.

In addition to the filing of a complaint under this policy, complaints of discrimination or harassment based on antisemitism may be submitted directly to the Title VI Coordinator at the Arkansas Department of Education.

Nothing in this policy shall be construed to diminish or infringe upon any right protected under the First Amendment to the United States Constitution or Arkansas Constitution, Article 2, §§ 4, 6, and 24.

Cross Reference: 6.7—COMPLAINTS

Legal Reference: A.C.A. § 6-16-2001 et seq.

Date Adopted: 8/25/2025
Last Revised: 8/25/2025