

## **Section 8**

# **CLASSIFIED PERSONNEL**

8.1---CLASSIFIED PERSONNEL SALARY SCHEDULE	4
8.2— CLASSIFIED PERSONNEL EVALUATIONS	6
8.3—EVALUATION OF CLASSIFIED PERSONNEL BY RELATIVES	7
8.4— CLASSIFIED EMPLOYEES DRUG TESTING	8
8.5— CLASSIFIED EMPLOYEES SICK LEAVE	12
8.6 – CLASSIFIED PERSONNEL SICK LEAVE BANK	16
APPLICATION FOR SICK BANK LEAVE	18
Page 4 of 4	22
8.7 - CLASSIFIED PERSONNEL LEAVE	23
8.8—CLASSIFIED PERSONNEL RESPONSIBILITIES IN DEALING WITH SEX OFFENDERS ON CAMPUS	26
8.9—PUBLIC OFFICE – CLASSIFIED PERSONNEL	27
8.10—JURY DUTY – CLASSIFIED PERSONNEL	28
8.11—OVERTIME, COMP TIME, and COMPLYING WITH FLSA	29
8.12— CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT	33
8.13— CLASSIFIED PERSONNEL EMPLOYMENT	35
8.14— CLASSIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES	38
8.15—CLASSIFIED PERSONNEL USE OF TOBACCO, ELECTRONIC NICOTINE DELIVERY SYSTEMS, AND RELATED PRODUCTS	39
8.16—DRESS OF CLASSIFIED EMPLOYEES	40
8.17— CLASSIFIED PERSONNEL POLITICAL ACTIVITY	41
8.19— CLASSIFIED PERSONNEL GRIEVANCES	42
8.19F—LEVEL TWO GRIEVANCE FORM - CLASSIFIED	46
8.20— CLASSIFIED PERSONNEL SEXUAL HARASSMENT	47
8.22— CLASSIFIED PERSONNEL COMPUTER USE POLICY	56
8.22F CLASSIFIED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT	57
8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE	62

8.23.1—CLASSIFIED PERSONNEL COVID EMERGENCY LEAVE	<b>78</b>
8.24—SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES	<b>81</b>
8.25— CLASSIFIED PERSONNEL CELL PHONE USE	<b>82</b>
8.26—CLASSIFIED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING	<b>82</b>
8.27—CLASSIFIED PERSONNEL LEAVE — INJURY FROM ASSAULT	<b>86</b>
8.28— DRUG FREE WORKPLACE - CLASSIFIED PERSONNEL	<b>88</b>
8.28F—DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT	<b>91</b>
8.29—CLASSIFIED PERSONNEL VIDEO SURVEILLANCE	<b>92</b>
8.30—CLASSIFIED PERSONNEL REDUCTION IN FORCE	<b>93</b>
8.31—CLASSIFIED PERSONNEL TERMINATION AND NON-RENEWAL	<b>94</b>
8.32—CLASSIFIED PERSONNEL ASSIGNMENTS	<b>95</b>
8.33—CLASSIFIED PERSONNEL SCHOOL CALENDAR	<b>96</b>
8.34-PERSONNEL RECORDS AND FILES	<b>97</b>
8.35—CLASSIFIED PERSONNEL DUTIES AS MANDATED REPORTERS	<b>98</b>
8.36—OBTAINING and RELEASING STUDENT’S FREE and REDUCED PRICE MEAL ELIGIBILITY INFORMATION	<b>100</b>
8.37—CLASSIFIED PERSONNEL WORKPLACE INJURIES and WORKERS’ COMPENSATION	<b>102</b>
8.38—DEPOSITING COLLECTED FUNDS	<b>104</b>
8.40—CLASSIFIED PERSONNEL WEAPONS ON CAMPUS	<b>105</b>
8.41—CLASSIFIED PERSONNEL SOCIAL NETWORKING AND ETHICS	<b>107</b>
8.42—WRITTEN CODE OF CONDUCT FOR EMPLOYEES INVOLVED IN PROCUREMENT WITH FEDERAL FUNDS	<b>110</b>
8.43—CLASSIFIED PERSONNEL USE OF PERSONAL PROTECTIVE EQUIPMENT	<b>112</b>
8.44—CLASSIFIED PERSONNEL BUS DRIVER END of ROUTE REVIEW	<b>114</b>

# **CLASSIFIED PERSONNEL**

## **8.1---CLASSIFIED PERSONNEL SALARY SCHEDULE**

Salary Schedules may be found on the Jonesboro Public Schools website at <https://www.jonesboroschools.net/salaries>

For the purposes of this policy, an employee must work 160 days of their contracted days to qualify for a step increase. Previous experience for all classified positions listed above shall be allowed at the rate of one year for all like-kind educational or non-educational experience.

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.

Any time a raise, transfer, reassignment, new position, or other personnel event results in a gross increase in salary of more than 5%, the board must resolve to approve the same.

### **Payroll Dates**

Employees of the Jonesboro School District will receive two checks per month. These checks will be issued on the 15th and 30th of each month. If these dates fall on a Saturday, Sunday or a holiday, the pay date will be the nearest working date prior to the non-working day.

### **Payroll Installment Election**

All new personnel to the district will receive their contracted salary in 24 installments.

### **Holidays**

Eight (8) days for Holidays will be granted to all classified employees contracted 249 or more days according to the schedule below. There will be no pay for un-worked snow days or other days when school is dismissed.

- July 4th
- Thanksgiving
- New Year's Day
- Memorial Day
- Labor Day
- Christmas Day

Cross References: Policy 1.9-POLICY FORMULATION

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

Date Adopted: March 11, 2008  
Last Revised: September 9, 2008  
April 10, 2012  
April 8, 2013  
June 11, 2013  
May 9, 2017

## **8.2— CLASSIFIED PERSONNEL EVALUATIONS**

Classified personnel may be periodically evaluated.

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

Individuals employed under the District's waiver as unlicensed teachers and administrators shall be evaluated under Policy 3.2 Licensed Personnel Evaluations.

Cross Reference: 3.2 LICENSED PERSONNEL EVALUATIONS

Legal Reference: A.C.A. § 6-17-2301

Date Adopted: March 11, 2008

Last Revised June 12, 2017

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

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

Date Adopted: March 11, 2008

Last Revised:

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

### **Scope of Policy**

Each person hired for a position, including maintenance, which allows or requires that the employee operate any type of motor vehicle which is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District, and is operated for the transportation of children to or from school or school sponsored activity shall undergo a physical examination, including a drug test.

Each person hired for a position, including maintenance, 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
3. A current valid certificate of school bus driver in service training.

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

### **Methods of Testing**

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

### **Definitions**

Safety sensitive function includes:

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

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

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



## **Requirements**

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

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

## **Prohibitions**

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

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

## **Testing for Cause**

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

## **Refusal to Submit**

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

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

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

## **Consequences for Violations**

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

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

Cross Reference: Policy 3.7

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. § part 40  
                          49 C.F.R. § 382.101 – 605  
                          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  
                          Maintenance and Operations of Arkansas Public School Buses and Physical  
                          Examinations of School Bus Drivers

Date Adopted:        March 11, 2008  
Last Revised:        April 10, 2012  
                          April 28, 2014  
                          June 9, 2020

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

### **Definitions**

1. “Employee” is a full-time employee of the District.
2. “Sick Leave” is absence from work due to illness, whether by the employee or employee’s spouse, child, parent, grandparent, mother or father in law, brother, sister, grandchildren or any other relative provided the other relative lives in the same household as the employee. Gratuity Leave may be used for sick leave.
3. “Chronically Absent” 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 American’s With Disabilities Act; or due to a compensable Workers’ Compensation claim.
4. “Accumulated Sick Leave” is the total of unused sick leave. Employees will earn one day sick leave per month according to the length of their annual contract. There shall be no maximum on the number of sick leave days accumulated. Accumulated sick leave also includes the sick leave transferred from an employee’s previous public school employment.
5. “Immediate family” means an employee’s spouse, child, parent, or any other relative provided the other relative lives in the same household as the employee as defined by the Family Medical Leave Act (FMLA).
6. “Extended family” means an employee’s family related by blood, adoption, or marriage.

### **Sick Leave**

Employees will be allowed to transfer from other Arkansas school districts up to ninety (90) earned and unused sick leave days by submitting proof of those days to the Jonesboro School District. Those employees returning from a leave of absence will not lose their sick leave accumulated prior to leaving.

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

Employees who are adopting or seeking to adopt a minor child or minor children may use sick leave days in any school year for absences relating to the adoption. See also, 8.23- CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE, which may also apply. Except for bonding time, documentation shall be provided by the employee upon request.

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

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

physician documenting the employee's illness. Failure to provide such documentation of illness may result in sick leave not being paid, or in discipline up to and including termination.

Should a teacher be absent frequently during a school year, and said absences are not subject to FMLA leave, and if a pattern of absences continues, or is reasonably expected to continue, the Superintendent may relieve the teacher of his assignment (with Board approval) and assign the teacher substitute duty at the teacher's daily rate of pay. Should the teacher fail, or otherwise be unable, to report for substitute duty when called, the teacher will be charged a day of sick leave, if available or if unavailable, the teacher will lose a day's wages at his/her daily rate of pay.

Temporary reassignment may also be offered or required in certain circumstances as provided in 8.23 CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE.

If an employee is chronically absent as defined by this policy, disciplinary action may be taken against the employee, which could include termination or nonrenewal, to the School Board. 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.

#### **Payment for Unused Sick Leave**

Employees who have at least ten (10) or more years of contracted service in Jonesboro Public Schools and have an excess of 90 sick days earned in Jonesboro Public Schools, may request a buyback option for unused sick days not to exceed five (5) days in a school year. Upon receiving the request and approval, the amount to be paid will be determined by multiplying the requested amount of days by the current daily substitute pay. The buy back option will occur at the conclusion of each school year.

Employees who have at least ten years of service in the Jonesboro District will be eligible to receive compensation for sick days not to exceed 90 days at the time of retirement. To be eligible under this policy, an employee must make an application to and be qualified for retirement by the Arkansas State Teacher Retirement System and not be returning to the district as a full time employee in the next fiscal year. This benefit may be requested by an employee only one time.

Upon application and approval for retirement, the amount to be paid will be determined by the following process:

Step #1 Count the number of sick leave days accumulated by the employee, not to exceed 90 days.

Step #2 Multiply the current daily substitute pay by the total days found in Step #1.

#### **Personal Illness Days**

Individuals who have been employed by the Jonesboro District for a total of three years are eligible to take advantage of the Personal Illness Policy. Employees will receive five (5) additional days per year cumulative to forty (40) days as Personal Illness Days. An employee absent from school due to a FMLA qualifying illness (self only) or pregnancy in excess of his/her accumulated sick, gratuity and vacation leave may use personal illness days upon approval of the superintendent or designee. For

each day's absence under this part of the sick leave policy, prevailing gross cost of a substitute shall be deducted from the employee's pay whether or not a substitute is used.

### **Funeral Days**

In the event of death in the immediate family, an employee may use four (4) days without loss of pay at the time of/and for the purpose of attending the funeral. If more days are needed, each individual must request that additional days be sick leave, personal leave, leave without pay, or a combination of these.

An employee may use two (2) days without loss of pay for the death of an extended family member, at the time of/and for the purpose of attending the funeral. If extra days are needed for a relative, he/she may request sick leave, personal leave days, leave without pay, or a combination of these.

### **Request for Transfer of Sick Leave**

Jonesboro Public School employees are allowed to share their sick leave days (excludes personal illness days) with their spouse, parent, sibling, or child currently employed by the District. The employee receiving the sick leave must have exhausted all sick, gratuity, vacation, personal illness or any other leave before receiving days from their relative. The employee contributing the sick day(s) must maintain a minimum balance of 12 days. The spouse, parent, or child contributing the sick day(s) must complete a "*Request for Transfer of Sick Leave*" form and have this form signed and dated by the Assistant Superintendent. All "*Request for Transfer of Sick Leave*" days used must be submitted prior to payroll dates. If the "*Request for Transfer of Sick Leave*" form is not received in the finance office before the payroll is processed for that pay period, the transfer of sick leave will not cover days missed during that pay period.

### **Leave of Absence – Illness/Maternity/Adoption**

Employees with at least four years of experience in the Jonesboro School District may request a leave of absence for illness or maternity. Leave shall be requested on the prescribed form and will be granted by the Board on recommendation of the principal and superintendent. The employee, upon his or her return following his or her leave, will be offered a position for which he or she is certificated. Leave will be approved for only one year.

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

Any individual who has been employed by the district for a minimum of one year and is absent four days due to illness of themselves or immediate family members may be eligible for FMLA.

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

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

Sick leave related absence from work (e.g. sick leave for personal or family illness or accident, Workers Comp, and FMLA) inherently means the employee is also incapable of working at any source of outside employment, Except as provided in policy 3.44, if an employee who works a non-district job while taking district sick leave for personal or family illness or accident, Workers Comp, or FMLA shall be subject to discipline up to and including termination.

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

Legal References:     A.C.A. § 6-17-1201 et seq.  
                              29 USC §§ 2601 et seq.  
                              29 CFR part 825

Date Adopted           June 10, 2008  
Last Revised:          April 10, 2012  
                              April 28, 2014  
                              May 11, 2015  
                              May 10, 2016  
                              May 9, 2017  
                              May 8, 2018  
                              June 9, 2020

## 8.6 – CLASSIFIED PERSONNEL SICK LEAVE BANK

The Jonesboro Public Schools will administer a self-supporting sick bank for all full-time personnel who wish to participate. Participation shall be on a voluntary basis. After the election to participate in the sick bank has been made, the participation shall be continuous, unless the finance office receives a written request from the participant by September 15 for withdrawal of membership in the sick bank. Days contributed to the sick bank by signed authorization cannot be returned to the participant. Participants shall contribute one (1) day of earned sick leave per school year, except in a school year in which a balance of 300 or more days were carried forward in the sick bank. Unused sick days remaining in the sick bank at the end of a school year shall carry forward to the next year. In the event sick days are depleted during a school year, continuous membership forms on file shall be considered as permission to replenish the sick bank with an additional donated day by participants. *If a continuous participant has no earned sick days to contribute to replenish the sick bank, membership ceases until the earned day can be contributed.*

1. A new full-time employee must submit a signed agreement to the finance office authorizing the contributed day.
2. The employee is immediately eligible to participate in the sick bank after contributing one day of earned sick leave and submitting the authorization to the finance office.
3. Participant may apply only after the following conditions:
  - a. All sick, gratuity, and vacation days have been used and
  - b. There have been **5 days missed without pay** (or using 5 personal illness days if available) for the condition pertaining to the current request.
4. No participant shall receive more than sixty (**60**) days from the sick bank in any one fiscal year. Participant must be a current member of the sick bank prior to their diagnosed illness/accident and request for sick bank days.
5. The applicant may only apply for a maximum of **20 days per request**. You may apply for additional days and the application will be reviewed by the committee.
6. Sick bank days **will not** be issued retroactively. Days will only be granted for absences from working days and will not be granted for holidays or vacation days.
7. Sick bank days shall be granted to a participant for **themselves, their spouse, or children**. Days will be granted in cases of emergency caused by a serious illness or serious accident that prevents participant from performing over 50% of his/her work duties and requires prolonged treatment. A qualifying illness or injury might include, but is not limited to, cancer, major non-elective surgery, serious accident or heart attack.
8. A participant may request **up to 10 sick bank days** that may be used for parent care in case of catastrophic events or illness. Application must be sent to sick bank committee.
9. Participants shall submit an application accompanied by a physician's certification as to the nature of the illness/accident, the probable length of disability, and detailed work restrictions. The application and physician's certification must be submitted as soon as the needed leave date is known.

**Requests will not be considered until all the required information is provided.** The application must be hand delivered, put in the mailbag, or mailed directly to the sick bank committee. **NO** faxes will be accepted.



10. The committee will meet within 5 days of the request to make a decision on the application. The applicant will be notified by email and/or letter with the committee's decision.
11. For job-related accidents, sick bank days may be granted only after consideration is given to any compensation received by the participant from other governmental agencies or consideration of other disability payments. Members are not allowed Workman's Compensation AND sick bank.
12. Neither normal pregnancy, nor elective or non-emergency surgery shall qualify for withdrawal of sick bank days.
13. No days will be granted for surgery which in the opinion of the medical experts can be performed during the summer months or, for 11 and 12 month contracted employees, during vacation time.
14. If the participant is awarded days he/she may not work a 2nd job or perform duties outside of school while on sick leave. If bed rest is the physician's recommendation and the purpose for application to sick bank, the member is to adhere to treatment. Any person in violation of this condition will be responsible for repayment of sick days and termination from the Sick Leave Bank.
15. Any unused sick bank days will be returned to the sick bank.

A seven-member review committee shall determine the acceptability of each request for sick bank days. Members of the review committee shall consist of four teachers (two elementary and two secondary), one classified personnel, one Administrative representative, and a representative from the finance office (or his/her designee). The JFAST Vice-President will serve as the chair of the review committee. All members of the review committee must also be members of the sick bank. The licensed teachers and classified personnel shall be elected by the majority of district personnel who are members of the sick bank, for a term of three (3) years on a rotation basis. Persons denied their request for sick bank days shall have the right to appeal before the review committee by submitting a written appeal. The JFAST President will decide stalemates. A monthly sick bank statement shall be made available to all participants of the sick bank upon request.

### **Catastrophic Event Clause**

In the event of a catastrophic occurrence, a staff member may petition a subcommittee to award additional days without loss of pay. *In order to be defined as catastrophic, an illness or injury must be seriously incapacitating, of extended duration, and require the services of a licensed health care provider.* Members of the subcommittee will be President of JFAST, the Chairperson of the Sick Bank Committee, and the Superintendent. The committee will be responsible for determining the number of days that will be granted. There is no minimum or maximum number of days that may be granted. Each request will be reviewed and a determination will be made based upon the merits of the request.

Legal Reference: A.C.A. § 6-17-1208

Date Adopted: 2005

Revised: March 11, 2008  
June 8, 2010

April 12, 2011

## APPLICATION FOR SICK BANK LEAVE

Please complete this application and provide your physician with the physician certification form. Completed application and forms should be returned to: Sick Bank Committee  
Jonesboro Public Schools  
Jonesboro, AR 72401

EMPLOYEE NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

SCHOOL LOCATION: \_\_\_\_\_ POSITION: \_\_\_\_\_

HIRE DATE: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PATIENT'S NAME (if different from employee): \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_

Number of days of accumulated leave available as of date of this application:

Sick: \_\_\_\_\_ Gratuity: \_\_\_\_\_ Vacation (if applicable): \_\_\_\_\_

If you have few or no accumulated sick days, give brief history of how days were used:

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

Have ever been granted days from the sick bank?  Yes  No If Yes, when and why?

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

Do you have any relatives employed by Jonesboro Public Schools who would be eligible to donate sick leave under the "shared sick leave" policy?  Yes  No Do you have disability insurance?  Yes  No

Requested effective date for sick bank leave: \_\_\_\_\_ Number of sick bank days requested: \_\_\_\_\_  
(This should be AFTER all sick, gratuity, and vacation days have been used. Do not count weekends, holidays or non-contracted days.)

If days requested are for surgery, could this surgery be scheduled during non-contracted dates (if applicable)?

Yes  No If No, is this due to doctor recommendation?  Yes  No

Give specific details regarding the nature of the illness or injury for which you are requesting sick bank days. Attach additional sheet, if required.

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

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date



b) If the patient will be absent from work because of treatment on an intermittent basis, also provide an estimate of the probable number of and interval between such treatments, actual or estimated dates of treatment if known, and period required for recovery if any:

8. a) Please describe your job and the type of work you are required to do.

b) If medical leave is required for the employee's absence from work because of the employee's own condition, is the employee unable to perform work of **any kind**? **Must list below what the applicant cannot do. Yes or no answers not accepted.**

c) If able to perform **some work**, is the employee unable to perform any one or more of the essential functions of the employee's job (the employee should supply you with information about the essential functions (see #8 above))? *If yes, please list the essential functions the employee is unable to perform:*

*Please use the checklist below to indicate the functions that the employee can do.*

- |  |  |
|--|--|
| <input type="checkbox"/> Sit at a desk                     | <input type="checkbox"/> Able to lift amounts over 10 lbs. |
| <input type="checkbox"/> Supervise children                | <input type="checkbox"/> Walk for short amounts of time    |
| <input type="checkbox"/> Able to stand for (any/some) time | <input type="checkbox"/> Bend comfortably                  |
| <input type="checkbox"/> Able to lift amounts under 5 lbs. | <input type="checkbox"/> Raise arms                        |

d) If neither b. nor c. applies, is it necessary for the employee to be absent from work for treatment?

e) Do the medications prescribed to the patient keep them from performing their duties?

9. a) If leave is required to care for a family member of the employee with a serious health condition, does the patient require assistance for basic medical or personal needs or safety?

b) If the patient will need care only intermittently, please indicate the probable duration of this need.

\_\_\_\_\_  
*Signature of Health Care Provider*

\_\_\_\_\_  
*Type of Practice*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Telephone Number*

\_\_\_\_\_  
*City, State, ZIP*

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

\_\_\_\_\_  
**To be completed by the employee needing family leave to care for a family member:**

State the care you will provide and an estimate of the period during which care will be provided, including a schedule if leave is to be taken intermittently or if it will be necessary for you to work less than a full schedule:

Employee Signature: \_\_\_\_\_

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

**A “Serious Health Condition”, for purposes of paid Sick Bank leave means an illness, injury impairment, or physical condition that involves one of the following:**

1. Hospital Care  
Inpatient care (*i.e.*, an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.
2. Surgery (Non-elective)  
A period of absence due to an **urgent** surgical procedure which also results in a period of incapacity.
3. Permanent /Long-term Conditions Requiring Supervision  
A period of incapacity<sup>1</sup> which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of a health care provider. Examples include a severe stroke or the terminal stages of a disease.
4. Multiple Treatments  
Any period of absence to receive multiple treatments (including any resulting period of recovery) by a health care provider either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity<sup>1</sup> of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), and kidney disease (dialysis).

## 8.7 - CLASSIFIED PERSONNEL LEAVE

### **Vacation Pay (This information is applicable to classified personnel hired before July 1, 2000.)**

All vacation must be pre-approved. Classified personnel contracted before July 1, 2000 shall be given a vacation according to the schedule below. In order to qualify for a vacation, the employee must work at least seven hours per day. "Experience in this district only" will be counted in figuring vacation pay.

													<u>Years of Service</u>												
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>14</u>	<u>20</u>	<u>25</u>														
# Weeks for <u>12-Month Contract</u>																									
1		2					3								4										
# Weeks for <u>11- Month Contract</u>																									
1			2					3							4										
# Weeks for <u>10- Month Contract</u>																									
	1				2				3							4									
# Weeks for <u>9- Month Contract</u>																									
		1				2				3						4									

Persons who are on a leave of absence do not lose their accumulated experience for vacation purposes. Employees must work at least one-half of the contract to earn a proportionate share of the normal vacation benefit.

All classified employees who have not used all their vacation days by June 30th will be paid for excess days at their regular daily rate of pay.

### **Vacation Pay (This information is applicable to classified personnel hired after June 30, 2000)**

All vacation must be pre-approved. Twelve month classified employees on a contract shall be given vacation days according to the schedule below. In order to qualify for a vacation, the employee must work at least seven hours per day. "Experience in this district only" will be counted in figuring vacation. Vacation accrual will be calculated based on the hire date. Years of experience accumulated in the District will be used in determining vacation days for employees who transfer from a position of less than 12 months to a 12 month position.

#### **Twelve Month Classified Personnel Vacation Schedule:**

													<u>Years of Service</u>												
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>14</u>	<u>20</u>	<u>25</u>														
# Weeks for 12-Month Contract																									
1		2					3								4										

When a person resigns from a position in the Jonesboro School District, experience accumulated for vacation benefits will expire; and each time a person is re-employed, experience for vacation benefits will begin at zero on the date of latest employment. Persons who are on a leave of absence do not lose their accumulated experience for vacation purposes. Employees who do not fulfill their contract for any reason will only earn a proportionate share of the normal vacation benefits.

Twelve month classified employees who have not used all their vacation days by June 30<sup>th</sup> may carry over their days upon approval of the Superintendent.

### **Gratuity Leave**

Employees shall be allowed two (2) gratuity days in a contract year. These days can accumulate to five (5) over a two-year period. These days may be used one (1) per semester if two days have been accumulated or two (2) or more per semester if more than two (2) have been accumulated. In the event of extenuating circumstances, employees can request all accumulated days be used in one semester. Such leave shall not be utilized on the first or last day of school nor prior to or immediately following a holiday. In the event of extenuating circumstances, employees may request such leave prior to or immediately following a holiday, but such leave should rarely be asked for, and must be requested by the employee and approved by the immediate supervisor as far in advance as possible. Any days not utilized as gratuity leave after the accumulation of five (5) will be automatically converted to sick leave.

### **Absences During the Working Day Due to no Fault of Employee**

Personnel who present to their principal written court summons, subpoena, or other valid process requiring them to appear in court, through no criminal fault of their own, shall not have their pay docked for such absence(s). This policy is intended to cover forced attendance of witnesses. Attendance in court by a plaintiff or party to his/her own action is not covered. (Revised 02-00)

### **Military Leave**

Teachers, administrators, and classified personnel employed by Arkansas public schools may also take a fifteen (15) day paid leave of absence to participate in military training programs, civil defense, and public health training programs made available by the Public Health Service. No vacation time is forfeited.

Such personnel called to duty in emergency situations by the Governor or President shall be granted leave with pay not to exceed thirty (30) working days after which leave without pay shall be granted. During such leaves, all seniority rights, efficiency or performance ratings, promotional status, retirement privileges, life and disability insurance benefits, and any other rights, privileges, and benefits to which the employee has become entitled are preserved. Further, upon request by the employee, the state shall continue to contribute its portion of any life or disability insurance premiums applicable to the employee so that continuous coverage may be maintained.

Legal Reference: A.C.A. § 6-17-211



Date Adopted:  
Revised: March 11, 2008  
Last Revised: April 12, 2011  
April 10, 2012  
April 9, 2013

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

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

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

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

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

Legal Reference:       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"

Date Adopted:         March 11, 2008

Last Revised:

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

Jonesboro School District employees are permitted to seek or hold elective or appointive public office. Employees may not engage in activities related to the duties of such office during regular working hours. Employees may use accumulated gratuity days and/or vacation days to perform the duties of such office. Once all accumulated gratuity days and/or vacation days are exhausted, any additional days of leave necessary for the performance of the duties of the public office will be deducted from the employee's salary in the amount of the employee's daily salary rate per days absent.

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

Date Adopted:         March 11, 2008

Last Revised:

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

School personnel who are required to participate as a juror shall be counted present for their employment and shall receive full pay, minus the exact amount of money earned through the other duties. Staff members shall report their income by a copy of the check from the court and that amount shall be directly deducted from their regular school pay or staff member may submit their actual check received for services performed to the District.

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

Date Adopted:        March 11, 2008

Last Revised:

## **8.11—OVERTIME, COMP TIME, and COMPLYING WITH FLSA**

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

### **Definitions**

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

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

Exempt Employees are those employees who are not covered under the FLSA because the employee's:

- A. Primary job duties are considered to be exempt eligible due to being administrative or professional in nature. Examples include teachers, counselors, registered nurses, and supervisors; and
- B. Salary meets or exceeds a minimum weekly/annual amount.

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

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

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.

### **Employment Relationships**

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

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

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

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

### **Hours Worked**

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

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

Employees shall sign in where they start work and sign 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 for another employee or who asks another employee to do so for him or her will be dismissed.

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

### **Breaks and Meals**

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

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

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

### **Overtime**

Covered employees shall be compensated at not less than 1.5 times his or her regular rate of pay for all hours worked over 40 in a workweek. Overtime compensation shall be computed on the basis of

the hours worked in each week and may not be waived by either the employee or the District. Overtime compensation shall be paid on the next regular payday for the period in which the overtime was earned.

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

### **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 the Superintendent or his/her designee in advance of working overtime except in the rare instance when it is unforeseen and unavoidable.

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

### **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 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 USC § 206(a), ACA § 6-17-2203  
                                 29 USC § 207(a)(1), 29 CFR § 778.100  
                                 29 USC § 207(o), 29 CFR § 553.50  
                                 29 CFR § 778.218(a)  
                                 29 CFR § 778.105  
                                 29 USC § 213(a), 29 CFR §§ 541 et seq.  
                                 29 USC § 207(e), 29 CFR § 778.108  
                                 29 CFR §§ 785.9, 785.16

29 CFR § 516.2(7)  
29 CFR §§ 785.1 et seq.  
ACA § 6-17-2205  
29 CFR §§ 785.19  
29 USC § 207(a), 29 CFR § 778.100, 29 USC § 207(o), 29 CFR §§ 553.20 –  
553.32  
29 CFR § 778.106  
29 USC § 207(g)(2), 29 CFR § 778.115  
29 USC § 207(o)(2)(A), 29 CFR § 553.23  
29 CFR § 553.20  
29 USC § 207(o)(4), 29 CFR § 553.27  
29 USC § 211(c), 29 CFR §§ 516.2, 516.3, 553.50  
29 CFR § 516.4  
29 CFR §§ 516.5, 516.6  
29 USC § 211(a)(b)

Date Adopted: March 11, 2008  
Last Revised: April 10, 2012  
May 11, 2015  
June 13, 2016  
June 12, 2017





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

Date Adopted: March 11, 2008

Last Revised: April 28, 2014

## **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 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 or employment if an employee's application information is discovered to be other than as was represented by the employee, either in writing or 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 Districts expense, a criminal records background check and Child Maltreatment Central Registry check at least one (1) time every five (5) years.

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

For unlicensed individuals employed as teachers or administrators under a waiver, all teachers who begin employment in the 2021-2022 school year and each school year thereafter shall demonstrate proficiency or awareness in knowledge and practices in scientific reading instruction as is applicable to their teaching position by completing the prescribed proficiency or awareness in knowledge and practices of scientific reading instruction credential either as a condition of licensure or within one (1) year for teachers who are already licensed or employed as a teacher under a waiver from licensure.

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.

The Jonesboro School 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 Office of the Assistant Superintendent, who may be reached at 2506 Southwest Square, Jonesboro, AR 72401, (870)933-5800.

[william.cheatham@jonesboroschools.net](mailto:william.cheatham@jonesboroschools.net)

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 <http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm>; 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; or

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

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

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

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

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

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

Date Adopted:            March 11, 2008  
Last Revised:            April 28, 2014  
                                 May 11, 2015  
                                 May 10, 2016  
                                 June 12, 2016  
                                 May 8, 2018  
                                 June 25, 2019  
                                 July 14, 2020

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

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

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

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

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

Cross Reference:     Policy 3.20  
                              Policy 7.12

Date Adopted:        March 11, 2008  
Last Revised:         April 12, 2011

**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

Date Adopted: March 11, 2008

Last Revised: June 11, 2013

June 9, 2020

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

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

Date Adopted:            March 11, 2008

Last Revised:



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

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

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

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

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

Date Adopted:         March 11, 2008  
Last Revised:

## 8.19— CLASSIFIED PERSONNEL GRIEVANCES

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

### Definitions

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

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

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

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

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

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

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

### Process

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

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

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

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

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

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

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

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

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

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

### **Records**

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

### **Reprisals**

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

Legal Reference: ACA § 6-17-208, 210

Date Adopted: April 8, 1997

Last Revised: March 11, 2008

June 25, 2019

June 9, 2020

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

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

Personnel Policy grievance is based upon: \_\_\_\_\_

\_\_\_\_\_

Grievance (be specific):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

What would resolve your grievance?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Supervisor's Response:

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date Adopted: March 11, 2008

Last Revised:

## 8.20— CLASSIFIED PERSONNEL SEXUAL HARASSMENT

Jonesboro Public Schools 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;<sup>1</sup>
- 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;
  - b. Uses the rejection of unwelcome sexual conduct as the basis for academic decisions affecting that individual;
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
- c. Constitutes;
  - i. Sexual assault;
  - ii. Dating violence;
  - iii. Domestic violence; or
  - iv. Stalking.

“Supportive measures” means individualized services that are offered to the complainant or 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 as to sexual activity or performance;
- Circulating or showing e-mails 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 student 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 both the complainant and 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 the individualized supportive measures to the complainant unless declined in writing by the complainant and shall provide individualized supportive measures that are non-disciplinary and 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)<sup>3</sup> 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.

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<sup>7</sup> 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.

Cross References:    3.19—LICENSED PERSONNEL EMPLOYMENT  
                          4.27—STUDENT SEXUAL HARASSMENT  
                          5.20—DISTRICT WEBSITE  
                          7.15—RECORD RETENTION AND DESTRUCTION  
                          8.20—CLASSIFIED PERSONNEL SEXUAL HARASSMENT

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

Date Adopted: March 11, 2008  
Last Revised: April 12, 2011  
May 8, 2018  
July 14, 2020

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

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

Passwords or security procedures are to be used as assigned, and confidentiality of student records is to be maintained at all times. Employees must not disable or bypass security procedures, compromise, attempt to compromise, or defeat the district’s technology network security, alter data without authorization, disclose passwords to other staff members or students, or grant students access to any computer not designated for student use. It is the policy of this school district to equip each computer with Internet filtering software designed to prevent users from accessing material that is harmful to minors. The 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.

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

Legal References: 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

Date Adopted: March 11, 2008  
Last Revised: June 11, 2009  
June 14, 2011  
May 9, 2017



## 8.22F CLASSIFIED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT

### Definitions

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

The term “staff” includes teachers, paraprofessionals, administrators, permanent substitutes and any adult responsible for supervising students. The term "**user**" includes staff members and anyone who makes use of the Jonesboro Public Schools’ technology. The names Jonesboro School District and Jonesboro Public Schools may be used interchangeably.

### Access Statement

All staff users must sign and return an Acceptable Use Policy Statement before being allowed to use any of the district 's technology. The Acceptable Use Statement will stay in effect for as long as the policy remains unchanged. Users are not allowed to use Jonesboro Public Schools technology if a signed Acceptable Use Policy Statement has not been submitted to their school Media Specialist. Users may not login using a generic or shared username and password.

### A. Internet Access

1. All internet usage is monitored, and users should expect that their use may be reviewed at any time by the principal or superintendent.
2. Staff will be issued an email account.
3. Teachers and support staff will create a classroom website in accordance with district guidelines. Material placed on a web page must relate to the school, classroom, or program.
4. The district utilizes a content filter which will attempt to block web content that is harmful to the network or which is unsafe for users.

### B. Unacceptable Uses

#### 1. Actions endangering personal safety

Users shall not use system resources to distribute or provide personal information or addresses that others may use inappropriately.

#### 2. Illegal activities

- a. Users will not attempt to gain unauthorized access to the network or to any other computer system through the system or go beyond authorized access. This includes attempting to log in through another person’s account or access another person’s files. These actions are illegal, even if only for the purposes of “browsing.”
- b. Users will not make deliberate attempts to disrupt the network or destroy data by spreading computer viruses, denial of service attacks, or by any other means. These actions are illegal.

- c. Users will not utilize the network to engage in any other illegal act, such as arranging for a drug sale or the purchase of alcohol, participating in gambling activity, engaging in criminal gang activity, threatening the safety of persons, etc.
- d. Vandalizing the computer system, including, but not limited to, modifying or destroying any other peripheral equipment, or destroying data by creating or spreading viruses and/or by any other means.
- e. Forging, intercepting, or interfering with electronic communications, except as otherwise provided in this policy.
- f. Any use which violates state or federal law relating to copyright, trade secrets, the distribution of obscene or pornographic materials or which violates any other applicable law or municipal ordinance is strictly prohibited.

### **3. Violating system security**

- a. If individual email accounts are accessed, users are responsible for their individual accounts and should take all reasonable precautions to prevent others from being able to use their account. Under no conditions should users provide their passwords to anyone else.
- b. Users should be aware that electronic mail (email) and all other files stored on the school district's network are property of Jonesboro Public Schools.
- c. Users will immediately notify an administrator or a computer technician if they have identified a possible security problem. Users are not to begin any kind of search for security problems; such an action may be construed as an illegal attempt to gain access.
- d. Users will avoid the inadvertent spread of computer viruses by following the district's virus protection procedures when downloading any software or e-mail messages. Users should not open any e-mail attachments that are unexpected, from unknown senders, suspicious, or questionable in any way.
- e. Users shall not post or store passwords in an open or unsecured area. Passwords are to be protected so as not to encourage unauthorized access.

### **4. User Restrictions**

- a. Users will not connect personal computing or networking equipment to any district-owned computer or network resource, without prior authorization from the technology department. This includes, but is not limited to, personal laptops, switches/hubs, wireless access points, cable/DSL routers, etc.
- b. Users will not use "hacking" tools or any type of tool designed to bypass restrictions that the district has in place. This includes programs and (proxy) internet sites designed to bypass the content.
- c. Users shall maintain a secure password on Jonesboro Public Schools computers, email system, and any other network logins at all times.
- d. Users will not change, or in any way alter, the configuration of any computer on the network.
- e. Only authorized individuals will install, service, and/or maintain district-owned technology hardware. No district technology equipment may be moved without notification to and authorization from the technology department.

- f. Personal printers/scanners, digital cameras, iPods, other mobile or similar devices may be installed only after receiving approval from the technology department.
- g. If software or drivers are required to be loaded in order to make the allowable devices work, the JPS Technology Department should be contacted to make arrangements for installation. Users will not attempt to install the software or drivers themselves.
- h. Users should not send any messages or create any files that they would not want to be made public. Space restrictions will be implemented according to District guidelines and available resources.
- i. Users will not use the computer system or other district resources for private financial or commercial gain

#### **5. Inappropriate language**

- a. Restrictions against inappropriate language apply to public messages, private messages, and material posted on web pages.
- b. Users will not communicate via obscene, profane, lewd, vulgar, rude, inflammatory, threatening, or disrespectful language.
- c. Users will not post information that could cause damage or a danger of disruption to the network, technology equipment, or to the educational program of the school.
- d. Users will not engage in personal attacks, including prejudicial or discriminatory attacks.
- e. Users will not harass another person. Harassment is persistently acting in a manner that distresses or annoys another person. If told by a person to stop sending him/her messages, users must respect that request and stop sending messages.
- f. Users will not knowingly or recklessly post false or defamatory information about a person or organization.

#### **6. Violations of respect for privacy**

- a. Users will not post a message that was sent to them privately without permission of the person who authored the message.
- b. Users will not post private information about another person.

#### **7. Demonstrating lack of respect for resource limits**

- a. Users will access the network only for appropriate activities.
- b. Users will not download installable files and/or programs unless absolutely necessary; they will not attempt to download large files or programs without specific permission from the building technology leader and/or the district Technology Department. If permission is granted, users will download the file at a time when the system is not being heavily used and immediately remove the downloaded file from the network server to the hard drive of a desktop/laptop computer. Users will respect any storage system quotas established by the Director of Technology and/or the district's Network Administrator.
- c. Users will not download or bring any programs or software from home to be installed on a district owned computer. The district makes every effort to ensure licensing compliance with all software that is used. Installation of personally owned software may violate the licensing agreement of the software. The technology staff has the right to remove and non-standard or unauthorized software from district owned equipment.

- d. All Peer to Peer file sharing programs (Bit-Torrent, Gnutella, etc...) are strictly prohibited other than district provided/approved software.
- e. Users will not post chain letters or engage in “spamming.” “Spamming” is sending an annoying or unnecessary message to a large number of people.
- f. Users will check their email frequently, delete unwanted messages promptly.
- g. Users will subscribe only to high quality discussion groups and/or mail lists that are relevant to education or career development.
- h. Users will not wastefully use resources, including but not limited to, bandwidth, file space, paper, and ink/toner.

### **8. Plagiarism and copyright infringement**

- a. Users will not plagiarize works that they find on the Internet or other electronic resources. Plagiarism is taking the ideas or writings of others and presenting them as if they were the student’s original thoughts or words.
- b. All users will respect the rights of copyright owners. Copyright infringement occurs when a person inappropriately reproduces a work that is protected by a copyright. If a work contains language that specifies appropriate use of that work, users should follow the expressed requirements. If unsure whether or not a work can be used, users should request permission from the copyright owner. Copyright law can be confusing. If users have questions or are uncertain about a particular situation, they should ask an administrator, or media specialist.
- c. Staff shall be liable for any and all cost (debts) incurred through their use of the District’s computer or the Internet including penalties for copyright violations.

## **C. Your Rights**

### **1. Search and seizure**

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

## **D. Limitations of Liability**

The Jonesboro School District makes no guarantees that the functions of the services provided by or through the network will be error-free or without defect. The district will not be responsible for any damage the user may suffer, including but not limited to, loss of data or interruptions of service. The district is not responsible for the accuracy or quality of the information obtained through or stored on the network. The district will not be responsible for financial obligations

arising through the unauthorized use of the network. When using the network, one may sense they can more easily break a rule and not be caught. This perception is not accurate. Whenever users access the network or use technology equipment, they leave “electronic footprints.” Thus, the odds of getting caught in violations are really about the same as in the real world or in any other actions or situations.

The use of the computer network and internet is a privilege, not a right. Any user who violates this policy, shall at a minimum, be subject to the following disciplinary action.

\*Note – For major infractions, such as hacking or an attempt to gain unauthorized access, the technology department (Tech, Coordinator, Network Administrator) reserves the right to enforce proper discipline per incident upon the approval of the Superintendent/School Board.

**E. Consequences for staff members’ misuse of technology equipment and the network:**

1st Offense: Warning and documentation in personnel file

2nd Offense: Disciplinary action and formal improvement plan

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

**(See Appendix A for the form(s) used for agreement with these policies and guidelines.)**

The use of the Jonesboro Public Schools computer system is a privilege, not a right, and the Acceptable Use Policy is designed to establish clear guidelines for adult stakeholders who have access to the Public School computer system.

**NOTE: The guidelines and expectations delineated in the Arkansas Code of Ethics for Educators are applicable to the use of district technology resources. (Act 846 of 2007)**

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

Date Adopted: March 11, 2008

Last Revised: June 11, 2009

June 14, 2011

May 9, 2017

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

“Instructional Employee” is an employee whose principal function is to teach and instruct students in a class, a small group, or an individual setting and includes athletic coaches, driving instructors, preschool teachers, and special education assistants such as signers for the hearing impaired. The term does not include, and the special rules related to the taking of leave near the end of a semester do not apply to: teacher assistants or aides who do not have as their principal job actual teaching or instructing, 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” the 12-month period measured forward from the date any employee’s first FMLA leave for reasons 1 through 5 begins.

### **Policy**

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

### **Leave Eligibility**

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

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

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

A legally married couple who are both eligible employees employed by the District may not take more than a combined total of twelve (12) weeks of FMLA leave for reasons 1, 2, or to care for a parent under 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, gratuity 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 3.44, 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 "1" 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, a teacher may be assigned to another position that is not necessarily the same as the teacher'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:

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

The employee must provide the recertification 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 not be charged for any paid leave accrued by the employee. If the health care provider treating the employee for the workers compensation injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent job, the employee may decline the District's offer of a "light duty job." 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:

- a. Take medical leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or
- b. 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 the 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, 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:

- a. The leave is of greater than two (2) weeks duration; and
- b. 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:

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

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

### **Certification**

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

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

Parent of a covered servicemember: is a covered service member's biological adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember.

This term does not include parents "in law."



Serious Injury or Illness:

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

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

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

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

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

illness; moreover, the legally married couple's twelve (12) weeks are combined when taken for reasons 1, 2, or to care for a parent under reason 3 in Section One.

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

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

### **Medical Certification**

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

### **Employee Notice to District**

#### **Foreseeable Leave:**

When the need for leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury is clearly foreseeable at least thirty (30) days in advance, the employee shall provide the District with not less than thirty (30) days' notice before the date the employee intends for the leave to begin for the specified reason. An eligible employee who has no reasonable excuse for his/her failure to provide the District with timely advance notice of the need for FMLA leave may have his/her FMLA coverage of such leave delayed until thirty (30) days after the date the employee provides notice.

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

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

#### **Unforeseeable Leave:**

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

### **Substitution of Paid Leave**

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

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

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

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

When granting leave on an intermittent or reduced schedule to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury that is foreseeable based on planned medical treatment, the District may temporarily transfer non-instructional eligible employees for the period of scheduled intermittent or reduced leave to an alternative position that the employee is qualified for and 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 servicemember 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:

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

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, a teacher may be assigned to another position that is not necessarily the same as the teacher'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 covered servicemember 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 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 excess non-FMLA leave will not be considered excessive absenteeism.

**Leave more than five (5) weeks prior to the 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 servicemember with a serious illness or injury more than 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 the 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 servicemember 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

- a. The leave is of greater than two (2) weeks duration; and
- b. 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 the 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 servicemember 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.

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

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

Date Adopted: June 10, 2008  
Last Revised: June 8, 2010  
April 10, 2012  
April 9, 2013  
April 28, 2014  
May 10, 2016  
June 9, 2020

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

In accordance with Commissioner’s Memo COM-21-014, the District provides up to an additional ten<sup>1</sup> (10) days of paid leave for its employees who meet both of the following requirements:

1. The employee is ordered by the District, a medical professional, or the Arkansas Department of Health (ADH) to quarantine or isolate due to COVID-19 for one of the following reasons:<sup>2</sup>
  - a. Testing positive for COVID-19;
  - b. Experiencing COVID-19 symptoms and seeking a medical diagnosis; or
  - c. Is a probable close contact or close contact.; and
2. The employee’s job duties are not able to be performed remotely.

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

- If an employee has applicable leave under the FFCRA and this policy:
  - The District shall ask the employee if the employee wishes to use the applicable FFCRA leave or the COVID Emergency Leave first;
  - The District shall use available leave under the FFCRA first if the employee is unable or unwilling to make an alternative selection;
  - The District shall use the employee’s leave selection until the earlier of the expiration of the quarantine or isolation order or the exhaustion of the employee’s selected leave;
  - The District shall automatically switch the employee to the other form of leave, if available, should the employee’s quarantine or isolation order last longer than the employee’s selected leave; and
  - The District shall automatically switch the employee to another form of applicable District provided paid leave, if available, should the employee’s quarantine or isolation order last longer than the employee’s available leave under the FFCRA or this policy.
- If an employee has applicable leave under the FFCRA or this policy but not both:
  - The District shall use the employee’s available leave until the earlier of the expiration of the quarantine or isolation order or the exhaustion of the employee’s available leave; and
  - The District shall automatically switch the employee to another form of applicable District provided paid leave, if available, should the employee’s quarantine or isolation order last longer than the employee’s available leave under the FFCRA or this policy.
- If an employee has no leave remaining under this policy or applicable leave under the FFCRA, then the District shall use another form of applicable District provided paid leave, if available.

An employee who receives COVID Emergency Leave shall be paid the employee's full daily rate of pay for up to ten<sup>1</sup> (10) days. The ten<sup>1</sup> (10) days of COVID Emergency Leave may, but is not required to, run consecutively. An employee shall not have days charged against the number the employee is eligible for under this policy for days when the employee is not expected to perform duties, such as holidays.<sup>3</sup> The ten<sup>1</sup> (10) days of paid leave provided under this policy shall be used for eligible leave before other forms of District provided paid leave are used, including sick leave, personal leave, and vacation.

An employee shall not be eligible to receive the ten<sup>1</sup> (10) days of paid leave under this policy due to:<sup>4</sup>

- The need to care for another individual due to the individual's positive COVID test, quarantine order, or isolation order; or
- The closure of the school or place of care of the employee's child.

An employee's eligibility to receive paid leave under this policy expires on the earlier of:

- a. Governor Hutchinson or the Arkansas General Assembly declares an end to the COVID-19 state of emergency; or
- b. The expiration of the FFCRA or the expiration of the subsequent Federal Act, if any, extending the provisions of the FFCRA.

Notes:

<sup>1</sup> The funding provided by Commissioner's Memo COM-21-014 is based on the same amount of paid leave requirement under subdivision E of the FFCRA, which is titled the "Emergency Paid Sick Leave Act". Districts who are on a four-day school week schedule may change this to be nine (9) days instead of ten (10). If the district chooses to continue to provide the tenth (10<sup>th</sup>) day, the district would have to use funds other than those provided through Commissioner's Memo COM-21-014 to cover the final day of leave.

<sup>2</sup> While an order from ADH may be for any of these reasons, an order from a medical professional may only be used for items i or ii and a district order may only be for item iii to be reimbursable.

<sup>3</sup> An employee's quarantine or isolation period may fall at such a time period that part of the quarantine or isolation period is on days when the school would ordinarily be closed for paid holidays. The remaining COVID Emergency Leave days that were not used due to the holiday would continue to be available should the employee be ordered into another quarantine or to isolate unless one of the Policy's sunset provisions was triggered before the new quarantine or isolation order.

<sup>4</sup> These categories are not covered by Commissioner’s Memo COM-21-014. There are some Federal paid leave requirements for these categories under the Emergency Paid Sick Leave Act. A qualifying employee must receive the lesser of two hundred dollars (\$200) or two-thirds (2/3) of the employee’s regular rate of pay per day until the earlier of either the employee is able to return to work or the employee’s FMLA leave is exhausted. A district may require, which ASBA model FMLA Policy 3.32 does in the policy’s default language, that an employee use their accumulated leave as necessary to bring their pay up to their full daily rate of pay for these absences.

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

Legal References:     Commissioner’s Memo COM-21-014  
29 C.F.R. Part 826

Date Adopted:         September 8, 2020  
Last Revised:



## 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 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 the District any of the following regarding and emergency or safety related issue:

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

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

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

Date Adopted:       March 11, 2008  
Last Revised:        April 28, 2014  
                          June 25, 2019



## **8.26—CLASSIFIED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING**

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

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

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

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:

- Harass, intimidate, humiliate, ridicule, defame, or threaten a student, school employee, or person with whom the other student or school employee is associated; or
- 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:

- a. Building a fake profile or website of the employee;
- b. Posting or encouraging others to post on the Internet private, personal, or sexual information pertaining to a school employee;
- c. Posting an original or edited image of the school employee on the Internet;
- d. 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;
- e. Making repeated, continuing, or sustained electronic communications, including electronic mail or transmission, to a school employee;
- f. 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;
- g. Signing up a school employee for a pornographic Internet site; or
- h. 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:

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

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<sup>th</sup>) 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.

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

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

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

Date Adopted:        March 11, 2008

Last Revised:         April 12, 2011

                              April 9, 2013

                              May 11, 2015

                              May 10, 2016

                              May 8, 2018

                              June 25, 2019

                              July 14, 2020

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

Whenever an employee is absent from his/her duties as a result of personal injury caused by an assault or other violent criminal act committed in the course of his/her employment, the employee shall be granted a leave of absence with full pay for up to one (1) year from the date of the injury. The leave of absence for personal injury from an assault or violent criminal act shall not be charged to the employee's sick leave.

Before granting such leave, the district may require the employee to present a statement from a physician certifying the injury and providing an estimate of the duration of the absence. The district shall then grant the employee the amount of leave necessary for recovery and resumption of duties, up to a maximum of one year. Should the employee's recovery be slower than anticipated, an extension of the leave shall be granted by the district subject to the maximum of one year, and a statement by the employee's physician stating the reason for the extension.

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

Date Adopted:         Dec. 1993, Act 1115 of 1993

Last Revised:         March 11, 2008

## **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.

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

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

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

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

Any incident at work resulting in injury to the employee requiring medical attention shall require the employee to submit to a drug test, which shall be paid at the District's worker's compensation carrier's expense. Failure for the employee to submit to the drug test or a confirmed positive drug test



indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of worker's compensation benefits in accordance with policy 8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION.

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

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

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

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

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

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

Any employee who possesses, uses, distributes or is under the influence of a prescription medication obtained by a means other than his own current prescription shall be treated as though he was in possession, possession with intent to deliver, or under the influence, etc. of an illegal substance. An illegal drug or other substance is one which is (a) not legally obtainable; or (b) one which is legally obtainable, but which has been obtained illegally. The District may require an employee to provide

proof from his physician and/or pharmacist that the employee is lawfully able to receive such medication. Failure to provide such proof, to the satisfaction of the Superintendent, may result in discipline, up to and including a recommendation of termination.

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

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

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

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

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

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

Date Adopted: March 11, 2008  
Last Revised: June 11, 2009  
April 10, 2012  
May 11, 2015  
May 10, 2016

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

### CERTIFICATION

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

## **8.29—CLASSIFIED PERSONNEL VIDEO SURVEILLANCE**

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

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

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

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

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

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

Date Adopted: June 10, 2008

Last Revised: April 12, 2011

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

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

In effecting a reduction in force, the primary goals of the school district shall be: what is in the best interests of the students; to maintain accreditation in compliance with the Standards for Accreditation of Arkansas Public Schools and/or the North Central Association; and the needs of the district. A reduction in force will be implemented when the superintendent determines it is advisable to do so and shall be effected through non-renewal, termination, or both. The lack of interest in an activity, smaller enrollment than expected, insufficient monies to fund a program, etc. are some of the reasons staff reduction might be necessary. Any reduction in force will be conducted by evaluating the needs and long- and short-term goals of the school district, and by examining the staffing of the district in each area.

In any case concerning staff reduction, the following criteria will be used to determine what position(s) will be eliminated. This criteria is not in order of priority, but all items should be used when considering staff reduction:

- Longevity in district;
- Total years of experience;
- Degree of responsibility in a Department;
- Education and training;
- Building Principal recommendation(s);
- Annual evaluation.

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

Date Adopted:         March 11, 2008

Last Revised:

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

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

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

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

Date Adopted:        March 11, 2008

Last Revised:

### **8.32—CLASSIFIED PERSONNEL ASSIGNMENTS**

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

Date Adopted: March 11, 2008

Last Revised:

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

The superintendent shall present to JFAST a school calendar for consideration. The superintendent, in developing the calendar, shall accept and consider recommendations from any staff member or group wishing to make calendar proposals. JFAST 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 assessments that might jeopardize or limit the valid assessment and comparison of student learning gains.

The Jonesboro School District shall operate by the following calendar.

<https://www.jonesboroschools.net/staffresources>

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

Date Adopted:        March 11, 2008  
Last Revised:         April 9, 2013  
                           June 12, 2017



## **8.34-PERSONNEL RECORDS AND FILES**

All personnel records shall be maintained in a confidential manner in a locked file in the Office of the Superintendent of Schools. Information contained in these files will be made available only to supervisory personnel employed by the school district. The file shall be open to review by the individual concerned at his/her written request.

Information derived from semi-annual evaluations of non-continuing staff members and annual evaluations of continuing staff members shall be maintained in the principal's office of each school. Evaluation of staff members will be in accordance with the district (Board approved and State Department of Education approved) evaluation plan. It is the responsibility of the Central Office to maintain the strictest confidence in the handling of all personnel records and requests for information by non-school sources. Any release of information from a personnel file must first be approved in writing by the teacher or employee.

Upon request, any certificated person will have access to his/her personnel file for information and examination and the privilege of written comment.

Date Adopted: June 10, 2008

Last Revised:

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

All classified school district employees have a statutory duty to report suspected child abuse, maltreatment, or serious and imminent threats to the public.

### **Duty to Report Suspected Child Abuse or Maltreatment**

If the classified employee has reasonable cause to suspect child abuse or maltreatment, then the licensed employee shall directly and personally report these suspicions to the Arkansas Child Abuse Hotline, by calling 1-800-482-596; by calling the child maltreatment hotline at 1-800-482-5964 and submitting a report through fax to the child maltreatment hotline; or if the employee can demonstrate that the child maltreatment, neglect, or abuse is not an emergency, then the employee may notify the child maltreatment hotline through submission of a fax only.

The duty of mandated reporters to report suspected child abuse or maltreatment is a direct and personal duty, and cannot be assigned or delegated to another person. 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.

Employees and volunteers who notify the Child Abuse Hotline in good faith are immune from civil liability and criminal prosecution.

There is no duty to investigate, confirm or substantiate statements a student may have made which form the basis of the reasonable cause to believe that the student may have been abused or subjected to maltreatment by another person; however, a person with a duty to report may find it helpful to make a limited inquiry to assist in the formation of a belief that child abuse, maltreatment, or neglect has occurred; or to rule out such belief.

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

### **Duty to Report Serious and Imminent Threat to the Public:**

If the classified school district 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 licensed employee in the ordinary course of his/her professional duties, then the licensed 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 serious and imminent threat to the public is a direct and personal duty, and can not be assigned or delegated to another person. Failure to report a serious and imminent threat to the public by notifying law enforcement can lead to criminal prosecution if an employee knowingly or recklessly fails to notify law enforcement of a serious and imminent threat of

violence in or targeted at a school that has been communicated to him or her in the course of his or her professional duties. Employees and volunteers who report serious and imminent threat to the public to law enforcement in good faith are immune from civil liability and criminal prosecution.

There is no duty to investigate, confirm or substantiate statements a student may have made which form the basis of the reasonable cause that forms 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 a serious and imminent threat to the public exist; or to rule out such belief.

By law, no school district or school district employee may prohibit or restrict an employee or volunteer from directly reporting 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 law enforcement.

Legal References:     A.C.A. § 61-18-110  
                              A.C.A. § 12-18-107  
                              A.C.A. § 12-18-201 et seq.  
                              A.C.A. § 12-18-302  
                              A.C.A. § 12-18-402

Date Adopted:         June 10, 2008  
Last Revised:         June 25, 2019  
                              June 9, 2020

## **8.36—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, and FIN 13-018  
                          DESE Eligibility Manual for School Meals Revised July 2017  
                          7 CFR 210.1 – 210.31  
                          7 CFR 220.1 – 220.22  
                          7 CFR 245.5, 245.6, 245.8  
                          42 USC 1758(b)(6)

Date Adopted: June 11, 2009

Last Revised: May 13, 2013

## **8.37—CLASSIFIED PERSONNEL WORKPLACE INJURIES and WORKERS' COMPENSATION**

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

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

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

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

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

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

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

medication. Failure to provide such proof, to the satisfaction of the Superintendent, may result in discipline, up to and including a recommendation of termination.

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

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

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

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

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

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

Date Adopted: March 11, 2008  
Last Revised: June 11, 2009  
April 10, 2012  
May 11, 2015  
May 10, 2016

## **8.38—DEPOSITING COLLECTED FUNDS**

From time to time, staff members may collect funds in the course of their employment. It is the responsibility of any staff member to deposit such funds they have collected at least weekly 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 for 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.

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

Date adopted: April 12, 2011

Last Revised:



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

### **Firearms**

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

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

- He/she is participating in a school-approved educational course or program involving the use of firearms such as ROTC programs, hunting safety or military education, or before or after-school hunting or rifle clubs;
- The firearms are securely stored and located in an employee’s on-campus personal residence and/or immediately adjacent parking area;
- 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 concealed 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 these above categories anywhere on school property, including parking areas and in or upon a school bus, will result in disciplinary action being taken against the employee, which may include termination or nonrenewal of the employee.

### **Other Weapons**

Employees may not possess any weapon, defined herein as an item designed to harm or injure another person or animal, any personal defense item such as mace or pepper spray, or any item with a sharpened blade, except those items which have been issued by the school district or are otherwise explicitly permitted 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:         April 9, 2013  
Last Revised         June 11, 2013

April 28, 2014  
May 11, 2015  
June 25, 2019

## 8.41—CLASSIFIED PERSONNEL SOCIAL NETWORKING AND ETHICS

### Definitions

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

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

**Blogs:** are a type of networking and can be either social or professional in their orientation. Professional blogs 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.

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

The Arkansas Department of Education *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 *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 License Standards Board (PLSB) and may form the basis for disciplinary action up to and including termination.

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

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

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

Whether permitted or not specifically forbidden by policy, or when expressed in an adult-to-adult, face-to-face context, what in other mediums of expression could remain private opinions, including "likes" or comments that endorse or support the message or speech of another person, when expressed by staff on a social media website, have the potential to be disseminated far beyond the speaker's desire or intention. This could undermine the public's perception of the individual's fitness to educate students, thus undermining the teacher's effectiveness. In this way, the expression and publication of such opinions could potentially lead to disciplinary action being taken against the staff member, up to and including termination or nonrenewal of the contract of employment.

Staff who are employed by the district as a teacher under a waiver from licensure should be aware that, in addition to the restrictions on inappropriate interactions with students and dissemination of information under this policy, they are required to follow the Division of Elementary and Secondary Education (DESE) Rules Governing The Code Of Ethics For Arkansas Educators. Violations of this policy that would also violate the Code of Ethics for Arkansas Educators may result in the filing of an ethics complaint with DESE.

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

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

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

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

The District may require an employee to disclose his or her username and/or password to a personal social media account if the employee's personal social media account activity is reasonable believed to be relevant to the investigation of an allegation of an employee violating district policy; local laws; state laws and rules; or federal laws and regulations. If such an investigation occurs, and the employee refuses, upon request, to supply the username and/or password required to make an investigation, disciplinary action may be taken against the employee, which could include termination or nonrenewal of the employee's contract of employment with the District.

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

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

Legal Reference:       A.C.A. § 11-2-124  
                              DESE Rules Governing The Code Of Ethics For Arkansas Educators

Date Adopted:         June 11, 2014  
Last Revised:         June 25, 2019  
                              June 9, 2020

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

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

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

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

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

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

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

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

All District personnel involved in purchase 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 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

Date Adopted: May 11, 2015

Last Revised: May 10, 2016

## **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:

- Head and face protection:
  - Hard hat;
  - Bump cap;
  - Welding helmet;
  - Safety goggles;
  - Safety glasses;
  - Face shield;
- Respiratory protection:
  - Dust/mist mask;
  - Half-face canister respirators;
- Hearing protection:
  - Ear plugs;
  - Ear muffs;
- Hand protection, which is based on hazard exposure(s) and type(s) of protection needed:
  - Leather;
  - Latex;
  - Rubber;
  - Nitrile;
  - Kevlar;
  - Cotton;
- Body protection:
  - Welding apron;
  - Welding jackets;
  - Coveralls/Tyvek suits;
- Foot Protection:
  - Metatarsal protection;
  - Steel toed boots/shoes;
  - Slip resistant shoes;
- Fall Protection:
  - Belts, harnesses, lanyards;
  - Skylight protection;
  - Safe ladders;
  - 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:

- a. The employee has not been provided the prescribed PPE; or
- b. 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.

Cross Reference: 8.11—OVERTIME, COMP TIME, and COMPLYING WITH FLSA

Date Adopted: May 8, 2018

Last Revised:

#### **8.44—CLASSIFIED PERSONNEL BUS DRIVER END of ROUTE REVIEW**

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

Date Adopted: April 28, 2014

Last Revised: