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**CLASSIFIED PERSONNEL**

## **8.1—(MH) CLASSIFIED PERSONNEL SALARY SCHEDULE**

State law requires each District to include its classified employee's salary schedule in its written personnel policies unless the District recognizes a classified employee's union in its policies for, among other things, the negotiation of salaries. Your district is required to have a salary schedule for at least the following five categories of classified personnel: 1) Maintenance and Operations; 2) Transportation; 3) Food Service; 4) Secretarial and Clerical; and 5) Aids and Paraprofessionals.

### **SALARY SCHEDULES**

- A. The superintendent shall cause to be drawn and maintain salary schedules for classified staff, which reflect a differential in experience. The differential should reward experience and provide incentive as appropriate in the field in which they are employed.
- B. Up to a maximum of five years previous experience may be credited to employees joining Mountain Home School District if approved by the administration.
- C. Substitutes and temporary employees will be paid at an hourly rate or daily rate according to the salary schedule.
- D. For the purposes of this policy, an employee must work two-thirds (2/3) of the number of their position's regularly assigned annual work days to qualify for a step increase.

### **HOLIDAYS AND WORK DAYS**

- A. Full-time, twelve-month employees are not required to work but are normally paid for holidays when they fall within the normal work week and are observed by the school district.
- B. The holidays which are normally allowed with pay for those who qualify are New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve and Christmas Day.
- C. Employees will work the days school is in session and other in-service or workshop days with pay as may be from time to time prescribed by their supervisor.
- D. The Board, upon the recommendation of the Superintendent, may declare additional holidays.

Legal References: A.C.A. § 6-17-2301

Date Adopted: June 27, 2006

Last Revised: April 16, 2009

## **8.2—(MH) 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.

- A. Classified full time staff should be evaluated at least once a year by their supervisor. First year employees should be evaluated at least twice the first year. If deemed necessary by the supervisor, an additional evaluation may be made at anytime.
- B. The employee may submit a response to any written evaluation. Such response shall be attached to all copies of the written evaluation.

Legal Reference: A.C.A. § 6-17-2301

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

### **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: June 27, 2006

Last Revised: June 27, 2006

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

### **Scope of Policy**

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

### **Methods of Testing**

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

### **Definition**

Safety sensitive function includes:

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

### **Requirements**

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

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

### **Prohibitions**

- A. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having any blood alcohol concentration;

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

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

### **Testing for Cause**

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

### **Refusal to Submit**

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

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

## **Consequences for Violations**

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

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

If the results for an alcohol test administered to a driver is equal to or greater than 0.02, but less than 0.04, the driver shall be prohibited from performing safety-sensitive functions for a period not less than 24 hours from the time the test was administered. Unless the loss of duty time triggers other employment consequence policies, no further other action against the driver is authorized by this policy for test results showing an alcohol concentration of less than 0.04.

Legal Reference:       A.C.A. § 6-19-108  
                              49 C.F.R. § 382-101 – 605  
                              49 C.F.R. § part 40

Date Adopted: June 27, 2006  
Last Revised: May 15, 2008

## **8.5— (MH)CLASSIFIED EMPLOYEES SICK LEAVE**

### **Definitions**

1. “Employee” is an employee of the District working 20 or more hours per week who is not required to have a teaching license as a condition of his employment.
2. “Sick Leave” is absence from work due to illness, whether by the employee or a member of the employee’s immediate family, or due to a death in the family. The supervisor shall determine whether sick leave will be approved on the basis of a death outside the immediate family of the employee.
3. “Current Sick Leave” means those days of sick leave for the current contract year, which leave is granted at the rate of one day of sick leave per month worked, or major part thereof.
4. “Accumulated Sick Leave” is the total of unused sick leave.
5. “Immediate family” means an individual’s spouse; children/stepchildren or grandchildren/step-grandchildren of the individual or children/stepchildren or grandchildren/step-grandchildren of the individual’s spouse; the spouse of a child/stepchild of the individual or the spouse of a child/stepchild of the individual’s spouse; parents/stepparents or grandparents/step-grandparents of the individual or parents/stepparents or grandparents/step-grandparents of the individual’s spouse; brothers/stepbrothers and sisters/stepsisters of the individual or brothers/stepbrothers and sisters/stepsisters 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 acting or serving as an agent of the individual’s spouse.

### Definition of Full-Time Personnel

1. Any employee, except bus drivers, scheduled to 900 hours or more within the school fiscal year, shall be considered a full-time employee.
2. Bus drivers scheduled to work 720 hours or more within the school fiscal year, shall be considered a full time employee.

### **Sick Leave**

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

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

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

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

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

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

## **LEAVE, PERSONAL, AND LEGAL LEAVE, RETIREMENT**

### **A. Sick Leave**

1. Generally, full-time personnel, without deduction in pay, shall be entitled to one day of sick leave per month. Classified personnel shall be credited one-day sick leave on the first day of each month.

Employees who work 178-199 days will receive 10 sick days. Employees who work 200-219 days will receive 11 sick days. Employees who work 220 days or more will receive 12 days sick leave.

2. At the end of the year, remaining accumulated sick leave will be carried forward to the next year. Leave balances are reported each pay period to the employees on their payroll check stubs.
3. District personnel who are not full-time but have a contract with the district will receive sick leave benefits on a pro-rata basis. Unused sick leave may be accumulated without limit.
4. If employment has been terminated with the district and the employee later is re-employed by the district, no previously accumulated sick leave can be reinstated. Any employee who is terminated or quits will not be compensated for unused sick leave.
5. In the event of death within the employee's immediate family, up to three days paid funeral leave shall be granted by the district since by law, funeral leave is not covered

under sick leave. The superintendent may extend such leave to allow a reasonable time to return to the district following burial or, extend in certain circumstances. Funeral leave is not cumulative from year to year.

6. Any employee hospitalized for surgery shall present medical clearance, signed by his/her physician, before returning to work.
7. Unused sick leave for full-time personnel may be accumulated without limit
8. A full-time employee retiring, T-DROPing or leaving the district's service shall receive a Retirement/T-DROP/Service recognition increment. Qualifying employees must notify the Superintendent on or before September 10<sup>th</sup> of the school year in which they retire, T-DROP or leave the district's service. If notification is made after September 10<sup>th</sup>, a lump sum payment for unused sick leave will occur in the next fiscal year within the first two pay periods. The increment will be paid at the rate of 25% of the employee's final daily salary or \$6,000 which ever is the lesser amount, for unused sick leave. This is a one-time increment for all employees who qualify. The employee must meet one of the following conditions to qualify:
  - a) Must be retiring or T-DROPing in accordance with the provisions of the Arkansas Teacher Retirement laws or the Arkansas Public Employees Retirement rules, and have 10 years service in the Mountain Home Public Schools and must have been employed the previous year in the Mountain Home Public Schools.
  - b) Completion of 15 years service in the Mountain Home Public Schools and must have been employed the previous year in the Mountain Home Public Schools.
9. Employees who receive the service recognition increment when they T-DROP may retain any unused sick leave days that are not used to calculate the amount of the service recognition increment.
10. Yearly Sick Leave Compensation - Instead of allowing sick leave days to accumulate, classified personnel, who have been employed by the district at least five (5) years and have accumulated a minimum of 90 sick days, may choose to receive compensation for up to ten (10) unused sick leave days upon completion of their annual contract. Compensation days will be defined as all or any part of the unused sick leave earned during the current fiscal year, as opposed to that which was carried over from the previous years. Employees who have more than 90 sick leave days as of 2006-07 school year will retain all unused leave. Compensation will be in the amount equal to the calculation of the cost for a catastrophic day for a regular substitute as defined in Section B of this policy. Days for which compensation is received will be lost for all other purposes. An employee's request for pay for unused sick leave must be received in the business office upon the completion of the employee's current contract and payment should be available on August 15<sup>th</sup> of the following school year calendar.

## B. CATASTROPHIC SICK LEAVE

1. After all accumulated sick leave has been used by the employee, an additional 10 days of sick leave may be granted in case of catastrophic circumstances according to the definition: death, serious or prolonged illness within the employee's immediate family which occurred during the work or contract year. (Normal childbirth is excluded)
2. The cost of a regular substitute shall be deducted from the employee's salary for each catastrophic sick day used at the following rates.

Classified administrators and nurses shall have the equivalent cost of a regular substitute deducted from the employee's salary for each catastrophic sick day used.

Paraprofessionals, Clerical employees, Maintenance and custodial employees, food service managers and interpreters shall have half the equivalent cost of a regular substitute deducted from the employee's salary for each catastrophic sick day used.

Food service Cooks and Bus Drivers shall have \$12.00 deducted from the employee's salary for each catastrophic sick day used.

3. No cost will be deducted if a substitute is not used.
4. Catastrophic sick leave shall be granted only after approval of the Superintendent.
5. Unused catastrophic sick leave will not be carried forward to the next year.

Legal References:      A.C.A. § 6-17-1301 et seq.  
                                 A.C.A. Sec 6-17-1307

Date Adopted: June 27, 2006  
Last Revised: April 15, 2010

## 8.6 (MH)--VACATIONS FOR TWELVE MONTH EMPLOYEES

- A. Twelve month employees must work two-thirds ( $2/3^{\text{rds}}$ ) of the number of their position's regular assigned work days to be granted 5 days of vacation with pay on the following July 1. Twelve month employees who do not work two-thirds ( $2/3^{\text{rds}}$ ) of the number of their position's regular assigned work days will not be granted vacation days with pay on the following July 1.
- B. Twelve month employees who have completed one through eight years of service prior to July 1<sup>st</sup> will receive 10 days vacation with pay.
- C. Twelve month employees, who have completed nine (9) years or more of service prior to July 1, will receive 15 days of vacation with pay.
- D. All vacation dates must be approved in advance by the principal, supervisor or superintendent.
- E. Vacation days are not cumulative beyond one year and may be used only during the next twelve months after earned unless an exception is approved by the superintendent due to special or extenuating circumstances.
- F. Vacation days generally should be used during the days that school is not in session, unless approved by the superintendent.
- G. Vacation pay is at the same rate or on the same basis as the employee's regular pay.
- H. Vacation days to be used or paid
  - a. All vacation days' entitlement should be used by the employee. Any days not used (see item E) within the proper time period will be lost unless special arrangements are approved by the superintendent.
  - 2. Upon the approval of the superintendent, part of the vacation days may be used to work in the district. In such cases, the employee will be paid his regular daily salary plus an equal vacation day worked, if approved in advance by the superintendent.
- I. In the event that an employee retires or resigns, his vacation entitlement should be taken before their final date of retirement or resigning unless approved by the superintendent.
- J. All persons must plan to take their vacation entitlement in the following manner unless approved otherwise by the superintendent:
  - a. One (1) week entitlement – all five working days taken in succession.

- b. Two (2) week entitlement - at least five working days must be taken in succession with the remaining five days taken as desired, or all ten in succession.
- c. Three (3) week entitlement – At least five working days must be taken in succession for two of the entitled weeks with the remaining five days taken as desired or all three weeks taken at one time. With the approval of the superintendent, up to five days must be taken during the school year.
- d. For employees with vacation entitlement of less than two weeks, vacation shall be taken between spring school term dismissal and two weeks before the following fall term begin

#### LEAVE OF ABSENCE WITHOUT PAY

- A. Leaves of absence without pay may be granted to full-time personnel by the board upon recommendation of the superintendent when staff conditions permit. Such leaves will be for a maximum of up to one full school year (at one time). Upon return to the district, the employee will be guaranteed a position for which he/she is qualified. However, in the event an reduction in force is necessary, (such as declining enrollment, changing department needs, resources, etc.) the returning employee will be subject to the RIF policy (3.31 in the board of education policy manual) just as our other staff members. (Whenever feasible and in the best interests of the school district, the administration will attempt to provide continuity and stability in employee assignments each year).
- B. All leave requests must be presented to the superintendent of schools and should be presented at least three school months prior to the beginning of the proposed leave.
- C. An employee who is on leave of absence for a full year does not advance on the salary schedule for that year and does not acquire a year of service for that year.
- D. An employee on leave of absence may continue membership in the medical and dental insurance program providing the employee elects to so participate in advance in writing, and pays the premiums in advance to the business office. No contributions toward such insurance programs will be made by the board during such leave period.
- E. An employee granted a full school year leave shall notify the superintendent office in writing of his/her intent to return to the school district for the next year by March 1 of the year in which the leave terminates. Failure to do so will result in automatic severances of the employment relationship with the district.
- F. Leaves may be granted for :
  - 1. Additional education, professional study, employment or education travel.
    - a. When an employee has been employed in the district for a minimum of three years, and additional education can be shown to bring about improvement in the employees performance, and a planned program,

which is recognized by an education-accrediting agency is submitted, leave will be considered. No tuition or expenses for any additional training or education will be paid or reimbursed by the district.

- b. If it can be shown that professional study, employment, or educational travel will contribute to the efficiency of the employee, leave may be granted if recommended by the superintendent and approved by the board.

## 2. Personal Leave

- a. At the discretion of the board, a leave of absence may be granted for up to one year for personal leave if the employee can show in writing that the leave will result in personal or professional growth and gives assurance that he/she will be returning to the district for the next designated term.
- b. Requests for personal leave will be considered on the basis of convenience to the school district. A plan, which provides for continuity of work must be agreed upon by the employee, principle and superintendent prior to granting the leave.

## 3. Military Service

The Mountain Home School District will comply with Arkansas State Law with regard to military leave of service.

Date Adopted: June 27, 2006

Last Revised: May 17, 2007

## 8.7— CLASSIFIED EMPLOYEES PERSONAL LEAVE

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

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

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

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

Unused personal leave days are not accumulative as personal days but may be accumulated and carried over as accumulated sick days

In order to reward employees who do not use their sick days, the chart below will be used to determine how many sick days they may use for personal business.

Accrued sick days	Personal days allowed
0-11	2
12-23	3
24-35	4
36-47	5
48-59	6
60-71	7
72-83	8
84-95	9
96 and up	10

The first two personal sick days are given each year in addition to the sick days. Any personal days used after those will be deducted from the employee's accumulated number of sick leave days.

The number of personal leave from any school/department shall not exceed five people or ten percent of those eligible for such leave, whichever is greater, on any particular day. Requests for leaves in excess of this policy will be denied except in cases of emergency.

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

## **8.8— CLASSIFIED EMPLOYEES PROFESSIONAL LEAVE**

“Professional Leave” is paid leave granted for the purpose of enabling an employee to participate in professional activities (e.g., workshops or serving on professional committees) which improve the instructional program or the employee’s ability to perform his duties. Any employee seeking professional leave must make a written request to his immediate supervisor, setting forth the information necessary for the supervisor to make an informed decision. The supervisor’s decision is subject to review and overruling by the Superintendent.

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

During such approved leave, the employee’s pay shall not be deducted. If a substitute is needed during such approved leave, the District shall pay the full cost of the substitute.

Budgeting concerns may always be taken into consideration in reviewing a request for professional leave.

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

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

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

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

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

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

Cross Reference: Policy # 8.17

Legal Reference: A.C.A. § 6-17-115

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

## **8.10—(MH) JURY DUTY – CLASSIFIED PERSONNEL**

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

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

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

All expenses incurred involving travel, food, and lodging are the responsibility of the person serving on legal duty. The staff member may keep any remuneration by the court for such expenses.

Any deviation from the policy will result in a deduction from the employees salary for that time the person has been absent from work while serving on jury or other legal duty.

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

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

## **8.11—OVERTIME, COMPTIME, and COMPLYING WITH FLSA**

The Mountain Home 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 workweek.

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. They include administrators and professional employees such as teachers, counselors, nurses, and supervisors. Any employee who is unsure of their coverage status should consult with the District's Administration.

Covered Employees (also defined as non-exempt employees) are those employees who are not exempt, generally termed noncertified, 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**

1. The District does not have an employment relationship in the following instances.
2. Between the District and student teachers;
3. Between the District and its students;
4. Between the District and individuals who 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.

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

### **Hours Worked**

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

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

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

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

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

### **Breaks and Meals**

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

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

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

### **Overtime**

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

Overtime compensation shall be paid on the next regular payday for the period in which the overtime was earned.

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

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

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

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

### **Overtime Authorization**

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

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

### **Leave Requests**

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

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

## **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)

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Last Revised: June 27, 2006

## **8.12— (MH) CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT**

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

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

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

Date Adopted: June 27, 2006

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## **8.13—(MH) CLASSIFIED PERSONNEL EMPLOYMENT**

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

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

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

### **PERSONNEL SCREENING AND EMPLOYMENT**

- A. All personnel in the district shall be employed upon the recommendation of the superintendent and the approval of the board.
- B. A procedure for the screening and employment of personnel shall be utilized by principals and supervisors as approved by the superintendent. Background checks will be made on all new employees in accordance with state law.
- C. “Probationary employee” means an employee who has not completed one (1) year of employment in the school district in which he is employed. Provided that at least thirty (30) days prior to the completion of an employee’s probationary period, the superintendent of schools may recommend and the board of directors may vote that one (1) additional year of probation is necessary for an employee.
- D. All new employees must present evidence of physical fitness to perform duties assigned, and freedom from communicable disease, including tuberculosis by tuberculin skin test and x-ray, if appropriate. Such evidence shall consist of a physical examination made by a physician licensed to practice medicine and surgery in all its branches, not more than 90 days preceding time of presentation to the board; cost of such examination shall rest with the employee.

Cancellation of contract and termination of employment may result for failure to provide medical proof that the employee is free from tuberculosis or for failure to represent evidence of a physical examination.

- E. Bus drivers and cafeteria personnel are required to submit evidence of physical fitness annually.

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Last Revised: June 27, 2006

## **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.

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.

Cross Reference: Policy #7.12

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

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

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

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

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

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

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

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

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Last Revised: June 27, 2006

## **8.17—(MH) CLASSIFIED PERSONNEL POLITICAL ACTIVITY**

Employees are free to engage in political activity outside of work hours 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. Posting political materials; and
4. Promoting ones own political agenda in a school setting is not allowed. This does not prevent teachers from discussing current national events of significance in the classroom.

### **PETITIONS:**

The signing, promoting, distributing, etc. of petitions shall be permitted by school employees on a voluntary basis but shall not take place during class time or during the time employee(s) involved should be working. (For example, when not on duty, employees could sign or promote a petition before or after school, during conference and planning time, or during lunch break, etc. at their own discretion.)

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**8.18— (MH) CLASSIFIED PERSONNEL DEBTS**

No policy recommended.

## **8.19— (MH) CLASSIFIED PERSONNEL GRIEVANCES**

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

### **Definitions**

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

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

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

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

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

Working day: A day in which a majority of the employees of the same job classification as the employee with a grievance are scheduled to work.

### **Process**

Level One: An employee who believes that he/she has a grievance shall inform that employee’s immediate supervisor that the employee has a potential grievance and discuss the matter with the supervisor within thirty working days of the occurrence of the grievance. The supervisor shall offer the employee an opportunity to have a witness or representative who is not a member of the employee’s immediate family present at their conference. (The thirty-day requirement does not apply to grievances concerning back pay.) If the grievance is not advanced to Level Two within ten 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 ten working days of the discussion with the immediate supervisor, citing the manner in which the specific personnel policy was violated that has given rise to the grievance, and submit the Grievance Form to his/her immediate supervisor. The supervisor will have ten working

days to respond to the grievance using the bottom half of the Level Two Grievance Form which he/she will submit to the building principal or, in the event that the employee's immediate supervisor is the building principal, the superintendent.

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

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

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

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

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

have the right to representation by a person of their own choosing who is not a member of the employee's immediate family at the appeal hearing before the School Board. The employee shall have no less than 90 minutes to present his/her grievance, unless a shorter period is agreed to by the employee, and both parties shall have the opportunity to present and question witnesses. The hearing shall be open to the public unless the employee requests a private hearing. If the hearing is open, the parent or guardian of any student under the age of eighteen years who gives testimony may

elect to have the student's testimony given in closed session. At the conclusion of the hearing, if the hearing was closed, the School Board may excuse all parties except board members and deliberate, by themselves, on the hearing. At the conclusion of an open hearing, board deliberations shall also be in open session unless the board is deliberating the employment, appointment, promotion, demotion, disciplining, or resignation of the employee. A decision on the grievance shall be announced no later than the next regular board meeting.

### **Records**

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

### **Reprisals**

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

Legal Reference: ACA § 6-17-208, 210

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

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

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

Noncertified Personnel Policy grievance is based upon:

\_\_\_\_\_

Grievance (be specific):

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

What would resolve your grievance?

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

Supervisor's Response

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

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

Date Adopted: June 27, 2006

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## **8.20— CLASSIFIED PERSONNEL SEXUAL HARASSMENT**

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

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

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

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

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

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

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

Actionable sexual harassment is generally established when an individual is exposed to a pattern of objectionable behaviors or when a single, serious act is committed. What is, or is not, sexual harassment will depend upon all of the surrounding circumstances. Depending upon such circumstances, examples of sexual harassment include, but are not limited to: unwelcome touching; crude jokes or pictures; discussions of sexual experiences; pressure for sexual activity;

intimidation by words, actions, insults, or name calling; teasing related to sexual characteristics; and spreading rumors related to a person's alleged sexual activities.

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

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

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

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

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

Date Adopted: June 27, 2006  
Last Revised: June 27, 2006

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

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

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Last Revised: June 27, 2006

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

### **MOUNTAIN HOME SCHOOL DISTRICT COMPUTER AND NETWORK APPROPRIATE USE POLICY FACULTY/STAFF/COMMUNITY**

The Mountain Home School District is responsible for securing its network and computer systems against unauthorized access and/or abuse, while making the technology accessible for authorized and legitimate users. This responsibility includes informing users of expected standards of conduct and the punitive measures for not following them.

The technology committee of Mountain Home Schools has developed the following policy for the faculty/staff and community members covering the use of a computer and/or computer network. This policy covers any person using a computer and/or computer network while on the school campus or when contacting the school's system from a computer outside the physical boundaries of the school.

All potential users of computers/computer networks (including the Internet) at Mountain Home School must read the following policy and agree to abide by it before being granted access to the system.

#### **A. Educational Purpose**

1. This network has been established for educational and administrative purposes only. Mountain Home School District has installed an Internet filtering system and every computer on the school's network is filtered to prevent computer users from accessing materials harmful to minors or unacceptable in an educational setting. A record is kept of every site visited by every computer user and the amount of time spent at the site.
2. Use of the computer is a privilege, not a right, and misuse of the computer and/or computer network will result in temporary/permanent revocation of this privilege.
3. All computers are in teacher-supervised areas, including classrooms, the media center and computer labs. The computers/network will be used for the pursuit of intellectual activities, to seek educational resources, career development and other educational purposes. The school's network will be used only for approved educational purposes. An adult will be in the room at all times when students are using computer equipment. The adult will monitor student computer use and will take appropriate action if they detect misuse of the equipment.
4. The school network may not be used for commercial purposes. This means you may not offer, provide or purchase products or services for your personal use through this network. The network may be used by designated staff for purchasing products or services for the school district.
5. You may not use the network for political lobbying. However, you may use the network to communicate with elected officials and may express to them your opinion on political issues.
6. All computers and computer work will be free from interference by others.
7. Users will refrain from excessive personal use of the Internet during school hours.

## **B. Internet Access**

1. All faculty/staff will have access to the Internet and World Wide Web information resources through their classroom, library and/or school computer lab
2. Faculty/staff will be allowed to post Web pages on the school's network. Nothing will be placed on the school's web pages without the permission and approval of the school Web Master.
3. Faculty/staff may not access the school network from personal devices such as laptops, desktops or any other network enabled device, either wired or wireless. If such devices are needed for the performance of an employee's job, they will be provided by the district. Any breach of this will be considered as trying to circumvent the district's network security system.

## **C. Unacceptable Uses**

The following uses of the system are considered unacceptable:

1. Illegal Activities
  - a. Users will not attempt to gain unauthorized access to the system or to any other computer system through this network or to go beyond access authorized by the network administrator. This includes attempting to log in through another person's account or access another person's file. These actions are illegal, even if only for the purpose of browsing.
  - b. Any unauthorized, deliberate action that damages or disrupts a computer, a network (or related hardware, software, and data), alters the normal performance of said equipment, or causes it to malfunction is a violation of policy regardless of system location or time duration. User will be financially responsible for such damage. This includes, but is not limited to the spread of computer viruses and worms. These actions are illegal. This also includes the unintentional spread of a virus when doing other activities which are prohibited in this policy.
  - c. The system will not be used to engage in any other illegal act, such as arranging for a drug sale or the purchase of alcohol, engaging in criminal gang activity, threatening the safety of a person, etc.
2. System Security
  - a. If you have identified a possible security problem, you are responsible for informing an administrator or the network administrator. Do not go looking for security problems, because this may be construed as an illegal attempt to gain unauthorized access to the network. Any user

identified by the system administrator as a security risk or as having a history of problems with computer/computer systems may be denied user privileges. Attempts to secure a higher level of privilege on network systems are prohibited.

- b. Avoid the inadvertent spread of computer viruses by following the District virus protection procedures. Only school-supplied disks will be used in any computer on the Mountain Home campus. Any disks which are used outside the district must be properly virus scanned before they are used on the school network.
- c. Users will not post messages to the entire list concerning viruses or virus hoaxes. Such information should be given to the technology department, which will in turn notify users, as they deem appropriate.
- d. The copying of system files is prohibited. The copying of copyrighted materials, such as third party software, without the express written permission of the owner or without the proper license, is prohibited. It is also prohibited to share your password with other people to let anyone use a computer logged in under your login; this is especially important for faculty/staff, as they have a higher level of privilege than students.
- e. Decoding or attempting to decode system or user passwords is prohibited.
- f. Intentional attempts to “crash” network systems or programs are prohibited.
- g. Attempts to secure a higher level of privilege on network systems are prohibited. Users are prohibited from using any type of “hacker” tools to try to break into the system, either at the school or from a remote site.

### 3. Inappropriate Language and Sites

- a. Users of the school network will not use obscene, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful or otherwise objectionable language.
- b. Users may not visit or download materials from any site that contains offensive, obscene or immoral pictures (ex. pornography and nude photos), profane language, or any other material inappropriate for an educational setting. Neither shall you access material that advocates illegal acts, violence or discrimination towards other people (hate literature).
- c. Users will not use any method to bypass the school’s selected filtering process.
- d. All inappropriate sites may not be blocked by the filter; it is the user’s responsibility to determine whether a site is educationally appropriate.
- e. The technology will not be used in any immoral or unethical manner.
- f. Users will not post information that could cause damage or a danger of disruption to the district network or systems.
- g. Users may not visit chat rooms or use instant messaging services while on the school network.

- h. Users will not engage in personal attacks, including prejudicial or discriminatory attacks. Harassment is not permitted. Harassment is defined as persistently acting in a manner that causes distress or annoys another person. If you are told by a person to stop sending them messages, and you continue sending them, that is harassment.
- i. Users will not knowingly or recklessly post false or defamatory information about a person or group.
- j. If you mistakenly access inappropriate information, you should immediately tell your direct supervisor or the technology coordinator. This will protect you against a claim that you have intentionally violated this policy.

#### 4. Disrespect of Privacy

- a. Users will not re-post material that was sent to them privately without permission of the person who sent you the material.
- b. Users will not post private information or details about another person.

#### 5. Disrespect of Resource limits.

- a. Deletion, examination, copying or modification of files and/or data belonging to others is prohibited.
- b. Faculty/staff will not post chain letters or engage in “spamming”. Spamming is sending an annoying or unnecessary message to a large number of people. Users will refrain from forwarding e-mails or attachments that contain chain letters, cute pictures or sayings, jokes inspirational messages, etc., as these waste network resources and are a nuisance to some recipients.
- c. Disk space usage is controlled on the network. Faculty/staff are limited to 150 mb of network storage unless more is required for approved school purposes. Users should not use their assigned space for long-term storage of information, files, or programs. Files that are not a part of the operating system or utility software may be routinely removed from the server drive without warning. Repeated abuse of disk space policies will result in sanctions and may result in the loss of account privileges.
- d. Users will use discretion in posting messages to the global address list, which includes all district e-mail users. Before posting mass e-mail distributions to the global address list, the user must first get approval from the district technology coordinator. This does not apply to normal distribution lists to selected users for school business purposes. Never use the list to post messages that are personal or commercial in nature.
- e. Users are not allowed to do live audio or video streaming from the internet because of bandwidth issues. It is acceptable to download the files and play them from a server on the network which has been designated specifically for this purpose.

## 6. Plagiarism and Copyright Infringement

- a. Plagiarism of other's work is unacceptable and those who use the ideas or writings of others as their own will be subject to disciplinary action. Respect for intellectual labor and creativity is vital. Because electronic information is easily reproduced, respect for the work and personal expression of others is critical. Violations including copying and using the work of another person as your own, unauthorized access into another person's account, and other abuses of electronic information are prohibited.
- b. Users will respect the rights of copyright owners. Copyright infringement occurs when work that is protected by a copyright is inappropriately reproduced. If a work contains language that specifies appropriate use of that work, you should follow the expressed requirements. If you are unsure whether or not you can use a work, you should request permission from the copyright owner.
- c. Software may not be copied unless doing so is legal. Please refer to the Mountain Home Public School Policy on Use of Software for clarification on licensing and copying.

### Donated Technology Your Rights

1. Any technology item donated to the district must be approved by the Technology Coordinator before being placed on the district network. Equipment that does not meet the school specifications or standards will not be accepted.

### Your Rights

#### 1. Free Speech

Your right to free speech applies also to your communication on the Internet. The system is considered a limited forum, similar to the school newspaper, and therefore the District may restrict your speech for valid educational reasons. The District will not restrict your speech solely because individuals in the district disagree with the opinions you are expressing.

#### 2. Search and Seizure

- a. You should expect only limited privacy in the contents of your personal files on the District system. Any information on school computers is the property of the school district and is subject to Freedom of Information laws. This includes e-mails. Any file found in your folder is your responsibility.
- b. Routine maintenance and monitoring of the system may lead to discovery that you have violated this policy or law.
- c. An individual search will be conducted if there is reasonable suspicion that you have violated this Policy or the law. The investigation will be reasonable

and related to the suspected violation. If violations of this policy are discovered, the computer will be immediately confiscated.

- d. You have the right at any time to request to see the contents of your files.

### 3. Due Process

- a. The District will cooperate fully with local, state or federal officials in any investigation related to any illegal activities conducted through this system.
- b. In the event there is a claim that you have violated this Policy in your use of the system, you will be provided with a written notice of the suspected violation and an opportunity to present an explanation before the appropriate administrator.
- c. Violating the Mountain Home Public School Faculty/Staff/Community Network User Policy will be cause for discipline, up to and including termination of employment.

## **D. Limitation of Liability**

The Mountain Home School District makes no guarantee that the functions or the services provided by or through the district computer system will be error-free or without defect. The district will not be responsible for any damage you 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 system. The District will not be responsible for financial obligations arising through the unauthorized use of the system. Due to the open nature of the Internet, no liability will be assumed by this school district, any district employee, or any other participant in the Mountain Home School administration for the use or misuse of this system. It is the responsibility of each user to make good decisions about what information is retrieved and what is done with that information.

## **E Personal Responsibility**

Improper use of the system or the Internet will not be tolerated. Noncompliance with this policy will result in immediate removal of user's computer privileges and other discipline as deemed necessary.

*This policy will be periodically reviewed/revised as deemed necessary by the Mountain Home School District Technology Committee.*

## **MOUNTAIN HOME PUBLIC SCHOOLS POLICY ON USE OF SOFTWARE IN THE WORKPLACE**

1. Mountain Home Public Schools has licensed copies of computer software from a variety of publishers. Licensed and registered copies of software programs have been placed on computers within the organization and appropriate backup copies made in accordance with the licensing agreements. No other copies of this software or its

documentation can be made without the express written consent of the software publisher. Except as authorized in #3 below.

2. Mountain Home Public Schools will provide copies of legally acquired software to meet all legitimate needs in a timely fashion and in sufficient quantities for all of our computers. The use of software obtained from any other source could present security and legal threats to the organization, and such use is strictly prohibited.
3. In some cases, the license agreement for a particular software program may permit an additional copy to be placed on a portable computer or home computer for business purposes. Employees will not make such additional copies of software or documentation for the software without the approval of Mountain Home Public Schools' Technology Department.
4. The unauthorized duplication of copyrighted software or documentation is a violation of the law and is contrary to established standards of conduct for Mountain Home Public School employees. Employees may not make, acquire, or use unauthorized copies of computer software or documentation.
5. Mountain Home Public Schools reserves the right to protect its reputation and its investment in computer software by enforcing strong internal controls to prevent the making or use of unauthorized copies of software. These controls may include frequent and periodic assessments of software use, announced and unannounced audits of district computers to assure compliance, and the removal of any software found on Mountain Home Public School property for which a valid license or proof of license cannot be determined, and disciplinary actions in the event of employee violation of this policy.

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

## 8.22F —(MH) CLASSIFIED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT

Name (Please Print) \_\_\_\_\_

School \_\_\_\_\_ Date \_\_\_\_\_

The Mountain Home School District agrees to allow the employee identified above (“Employee”) to use the district’s technology to access the Internet under the following terms and conditions:

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

- r. attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;
- s. providing access to the District's Internet Access to unauthorized individuals; or
- t. taking part in any activity related to Internet use which creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools;
- u. making unauthorized copies of computer software;
- v. personal use of computers during instructional time; or
- w. Installing software on district computers without prior approval of technology director or his/her designee.

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

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

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

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

Date Adopted: June 27, 2006  
 Last Revised: June 27, 2006

## **8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE**

### **Definitions:**

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

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

**Covered Service Member:** is a member of the Armed Forces, including a member of the National Guard or Reserves, who is a undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

**Eligible Employee:** is an employee who has been employed by the district for at least twelve (12) months and for 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave. Full time, licensed teachers are considered to have met the 1250 hour requirement for eligibility.

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

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

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

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

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

**Parent:** is the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or a daughter.

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

Serious Injury or Illness: used in respect to a member of the Armed Forces, including the National Guard or Reserves, it means an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces that may render the member unfit to perform the duties of the member's office, grade, rank, or rating.

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

## **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 Medical Leave Act of 1993 shall govern.

## **Leave Eligibility**

The district will grant up to twelve (12) weeks of leave in a year accordance with the Family Medical Leave Act of 1993 (FMLA) to its eligible employees for one or more of the following reasons:

1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition; and
4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.
5. Because of any qualifying exigency (as the U.S. Secretary of Labor shall, by regulation, determine) arising out of the fact that the spouse, or a son, daughter, parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

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

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a **covered service member** shall be entitled to a total of 26 weeks of leave during one 12-month period to care for the service member. During the single 12-month period, the eligible employee is entitled to a combined total of 26 weeks of leave to care for the covered service member and for reasons 1 through 5 listed above. Leave taken, which does not include caring for a covered service member, is limited to 12 weeks in a year.

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

### **District Notice to Employees**

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

### **Employee Notice to District**

Foreseeable:

When the need for leave is foreseeable for reasons 1 through 4 or for the care of a covered service member listed above, the employee shall provide the district with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave for the specified reason, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable. As soon as practicable means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case.

When the necessity for leave is for reason 5 listed above is foreseeable, whether because the spouse, son, daughter, or parent of the employee is on active duty, or because of notification of an impending call or order to active duty in support of a contingency operation, the employee shall provide such notice to the district as is reasonable and practicable.

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

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

Unforeseeable:

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

where such notice is not feasible. Notice may be provided in person, by telephone, telegraph, fax, or other electronic means.

### **Medical Certification**

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

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

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

Recertification: The district may request the employee obtain a recertification, at the employee's expense, no more often than every thirty (30) days unless one or more of the following circumstances apply;

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

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

No second or third opinion on recertification may be required.

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

When an employee takes sick leave, the district shall determine if the leave qualifies for FMLA leave. The district may request additional information from the employee to help

make the applicability determination. If the leave qualifies under the FMLA, the district will notify the employee, either orally or in writing, of the decision within two workdays. If the leave is intermittent or on a reduced schedule as defined in this policy and the circumstances of the leave don't change, the district is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave. To the extent the employee has accrued paid leave, any leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave.

### **Concurrent Leave**

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

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

### **Health Insurance Coverage**

The district shall maintain coverage under any group health plan for the duration of FMLA leave the employee takes at the level and under the conditions coverage would have been provided if the employee had continued in active employment with the district. The employee remains responsible for any portion of premium payments customarily paid by the employee. When on unpaid FMLA leave, it is the employee's responsibility to submit their portion of the cost of the group health plan coverage to the district's business office on or before it would be made by payroll deduction.

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

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

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

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

### **Reporting Requirements During Leave**

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

### **Return to Work**

**Medical Certification:** An employee who has taken FMLA leave under reason 1 or 4 stated above shall provide the district with certification from a health care provider that the employee is able to resume work.

**Return to Previous Position:** An employee returning from FMLA leave is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An equivalent position must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, and authority. The employee may not be restored to a position requiring additional licensure or certification.

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

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

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

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

- (A) made a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health care provider of the employee or the health care provider of the son, daughter, spouse, or parent of the employee, as appropriate; and
- (B) provided the employer with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave under such subparagraph, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.

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

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

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

**Leave taken by eligible instructional employees near the end of the academic term**  
**Leave more than 5 weeks prior to end of term.**

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

- (A) the leave is of at least 3 weeks duration; and
- (B) the return to employment would occur during the 3-week period before the end of such term.

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

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

- (A) the leave is of greater than 2 weeks duration; and
- (B) the return to employment would occur during the 2-week period before the end of such term.

**Leave less than 3 weeks prior to end of term**

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

Cross Reference: 8.5 -(MH)CLASSIFIED EMPLOYEES SICK LEAVE

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

Date Adopted: June 27, 2006  
Last Revised: April 16, 2009

## **8.24—SCHOOL BUS DRIVER’S USE OF CELL PHONES**

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

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

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

## **8.25— (MH) CLASSIFIED PERSONNEL CELL PHONE USE**

Use of cell phones or other electronic communication devices by employees during work or instructional time is at the discretion of their supervisor.

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

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

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

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

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

### **Definitions:**

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

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

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

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

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

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

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

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

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

10. Threats of harm to student's or employee's possessions, or others.

Legal Reference: A.C.A. § 6-18-514

Date Adopted: June 27, 2006

Last Revised: May 15, 2008

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

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

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

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

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

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

## **8.28— (MH) 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/or the behavior of the employee, is such that it is inappropriate for a school employee, the employee shall be subject to discipline, up to and including termination. Should any employee be found to be under the influence of alcohol while engaged in any school or school related activity, 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.

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

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

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

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

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

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

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

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

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

Date Adopted: June 27, 2006

Last Revised: May 17, 2007

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

CERTIFICATION

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

## **8.29 (MH) ---VIDEO SURVEILLANCE POLICY**

The board authorizes the use of video, cameras on district property to ensure the health, welfare, and safety of all staff, students, and visitors to district property, and to safeguard district facilities and equipment. Video cameras may be used in locations as deemed appropriate by the superintendent.

Staff recorded exhibiting inappropriate behavior that is in violation of the board policies, administrative regulations, building rules, of laws shall be subject to appropriate disciplinary action. Others may be referred to law enforcement agencies.

Video recordings may become part of a staff member's personnel record. The district shall comply with all applicable state and federal laws related to record maintenance and retention.

Date Adopted: May 15, 2008  
Last Revised: April 16, 2009

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

### SECTION ONE

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

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

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

All credited years of service must be verified by documents on file with the District by October 1 of the current school year. . All non-certified employees shall receive a listing of the personnel within their category with corresponding point totals. Upon receipt of the list, each employee has ten (10) working days within which to appeal his or her assignment of points with the superintendent whose decision shall be final.

Total years of service to the district shall include non-continuous years of service; in other words, an employee who left the district and returned later will have the total years of service counted, from all periods of employment. Working fewer than 120 days in a school year shall not constitute a year. Length of service in a certified position shall not count for the purpose of length of service for a non-certified position. There is no right or implied right for any employee to "bump" or displace any other employee. This specifically does not allow a certified employee who might wish to assume a classified position to displace a classified employee.

In the event the district is involved in an annexation or consolidation, employees from all the districts involved will be ranked according to years of service. A year of employment at an annexed or consolidated district will be counted the same as a year at the receiving or resulting district. No credit for years of service will be given at other public or private schools, or for higher education or Educational Service Cooperative employment.

Pursuant to any reduction in force brought about by consolidation or annexation and as a part of it, the salaries of all employees will be brought into compliance, by a partial RIF if necessary, with the

receiving district's salary schedule. Further adjustments will be made if length of contract or job assignments change<sup>1</sup>. A partial RIF may also be conducted in conjunction with any job reassignment whether or not it is conducted in relation to an annexation or consolidation.

If an employee is non-renewed under this policy, he or she shall be offered an opportunity to fill a vacancy for which he or she is qualified for a period of up to two (2) years. The non-renewed employee shall be recalled for a period of two (2) years in reverse order of the layoff to any position for which he or she is qualified. Notice of vacancies to non-renewed employees shall be by certified mail and they shall have 10 working days from the date that the notification is received in which to accept the offer of a position. A lack of response or a non-renewed employee's refusal of a position shall end the district's obligation to replace the laid-off employee.

## SECTION TWO

The employees of any school district which annexes to, or consolidates with the Mountain Home School District will be subject to dismissal or retention at the discretion of the school board, on the recommendation of the superintendent, solely on the basis of need for such employees on the part of the Mountain Home School District, if any, at the time of the annexation or consolidation, or within ninety (90) days after the effective date of the annexation or consolidation. The need for any employee of the annexed or consolidated school district shall be determined solely by the superintendent and school board of the Mountain Home School District.

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

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

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

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

Legal Reference: A.C.A. § 6-17-2407

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

### **8.31—(MH) 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.

#### **DISMISSAL**

- A. Re-employment for classified staff for the next year should be confirmed according to State law.
- B. Employees may be discharged or laid off for inefficiency, repeated absence from the job, insubordination, conduct unbecoming of any employee, incompetence, cruelty, negligence, or immorality.
- C. Lay-off or discharge may be made as approved by the superintendent on specific charges and a written copy of these charges shall be furnished for the employee at his request.

repeated absences are defined as three (3) unauthorized absences after the employee has used all sick and personal days credited for use during a one(1) year period.

Legal Reference: A.C.A. § 6-17-2301

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

## **8.32—(MH) CLASSIFIED PERSONNEL ASSIGNMENTS**

- A. The assignment and supervision of personnel shall be determined by the superintendent or delegated to the principals, certified or classified administrative staff or classified supervisors, subject to the approval of the superintendent.
- B. Selection or promotion of personnel for all positions shall be made on the basis of merit.
- C. Employees will be given the opportunity to declare their interest in and make application for applicable new positions and vacancies that occur in the district.
- D. Voluntary Transfer
  - 1. The movement of an employee to a different assignment in a different building shall be considered a transfer. Request for a transfer does not necessarily imply dissatisfaction on the part of the employee.
  - 2. All transfers are subject to approval of the superintendent. Classified positions that become open will be posted so that an employee who desires a transfer must file written notification of this request with the appropriate administrators and a copy of his/her principal or immediate supervisor. All applicants shall be granted an interview with the appropriate administrator.
- E. Involuntary Transfer
  - 1. An involuntary transfer shall be made only after a conference with the employee involved and the appropriate administrators.
  - 2. The superintendent has the authority to make recommendations to the School Board on assignment, reassignment, transfer, promotion, etc.

Legal Reference: A.C.A. § 6-17-2301

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

## 8.33 (MH) – CLASSIFIED PERSONNEL SCHOOL CALENDAR

The Superintendent or designee and Personnel Policy Committee shall present to the Board, for its approval, the calendar for the succeeding year on or before the April Board meeting. The Superintendent or designee, in developing the calendar, shall accept and consider the PPC recommendations for any staff member or group wishing to make calendar proposals. The CPPC 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 Mountain Home School District shall operate by the following calendar:

### **Mountain Home School District 2011-2012 School Calendar**

August 8	District Wide In-Service (1 day)
August 9	Teacher work day for Elementary-- In-Service for Secondary (1 day)
August 10-12	Teacher In-Service (3 days)
August 15	Teacher In-service for Elementary—Work Day for Secondary (1 day)
August 17	First Day of School for Students
September 5	Labor Day (No School for students)
October 17	First Quarter Ends (43 days)
October 18	Second Quarter Begins
October 27	Parent-Teacher Conferences (3:30 p.m.-6:30 p.m.)
October 28	Parent-Teacher Conferences (8:30 a.m.-11:30 a.m.) In-service (12:30 p.m.-3:30 p.m.) (No school for students)
November 21-22	Teacher In-service (No School)
November 23-25	Thanksgiving Break (No school)
December 21	Second Quarter Ends (41 days)
December 22-Jan 3	Christmas Break (No school)
January 4	Third Quarter Begins
February 9	Parent-Teacher Conferences (3:30 p.m.-6:30 p.m.)
February 10	Parent-Teacher Conferences (8:30 a.m.-11:30 a.m.) In-service (12:30 p.m.-3:30 p.m.) (No school for students) (possible make up day)
February 20	Presidents Day (no school) (possible make up day)
March 14	Third Quarter Ends (49 days)
March 15	Fourth Quarter Begins
March 19-23	Spring Break (No school)
April 6	Easter Break (No school)( Possible make up Day)
May 4	Teacher In-service/High School and Kindergarten Registration (No school for students)
May 25	Last day of school (45 days)
May 28	Memorial Day (no school)
May 29-31	Possible Make up days

**First Quarter- 43 Days**  
5 Teacher In-Service Days  
1 Teacher Workday

178 Instruction  
9 Teacher In-Service Day  
1 Teacher Work Day  
1 days (6 hours) non-school PD

**Second Quarter- 41 Days**  
1 Parent/Teacher Conference Day  
2 1/2 Teacher In-Service

2 Parent/Teacher Conference Days  
3 *Emergency Days (end of calendar)*  
1 *Emergency Day (Good Friday)*

**Third Quarter- 49 Days (2 emergency day added)**  
1 Parent/Teacher Conference Day  
1/2 Teacher In-Service

1 *Emergency Day (Feb 10)*  
1 *Emergency Day (Presidents Day)*  
**191 Total Teacher Contract Days**

**Fourth Quarter- 45 Days(with 4 emergency days added)**  
1 Teacher In-Service Day

**Flex Days- Oct. 28th(1/2 day inservice) Nov 21, Nov 22,  
Feb 10 (1/2 day inservice), May 4<sup>th</sup>**  
(HS and Kindergarten flex days do NOT include May 4<sup>th</sup>)

After or Non-School PD options: IDEAS, Book study,  
Curriculum Alignment, Departmental Development,

BOARD APPROVED 4-21-2011

## **8.34—NONCERTIFIED 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.

Level 3 and Level 4 sex offenders may only enter the school campus in the following instances.

1. The offender is a student attending school in the district;
2. To attend a graduation or baccalaureate ceremony, or a school sponsored event for which an admission fee is charged or tickets are sold or distributed;
3. It is a non-student contact day according to the school calendar or no school-sponsored event is taking place on campus;
4. The offender is a parent or guardian of a student enrolled in the district and goes directly to the school office to have school personnel deliver medicine, food, or personal items for the student;
5. The offender is a parent or guardian of a student and enters the school campus where the student is enrolled to attend a scheduled parent-teacher conference **and** the offender is escorted to and from the conference by a designated school official or employee.

A Level 3 and Level 4 sex offender who is the parent or guardian of a child enrolled in the district and who wishes to enter the school campus in which the student is enrolled for any other purpose than those listed above, must give reasonable notice to the school principal or his/her designee. The principal or designee may allow the sex offender to enter upon the campus provided there is a designated school official or employee to escort and supervise the sex offender while they remain on campus. The sex offender shall not enter upon the school campus until such time as a designated school official or employee is available.

Copies of the notification from law enforcement should be kept in a secure place accessible to teachers and staff, but should not be posted on school bulletin boards or made available to students or members of the community at large.

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. The Mountain Home School District will attempt to balance the safety needs of the students with the privacy rights of level 3 and 4 sex offenders. For example, and not by way of limitation, a parent of a sex offender will arrive for conferences at the same time as other parents, staff should escort the additional parents to their student's classroom, not just the sex offender parent. All principals, designees and school employees who will or may have contact with the sex offender parents shall be required to keep confidential both the sex offender status and the sex offender accommodations made for a parent.

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

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

Date Adopted: May 15, 2008  
Last Revised: April 16, 2009

## **8.35- NONCERTIFIED PERSONNEL WHO ARE MANDATORY REPORTERS DUTY TO REPORT CHILD ABUSE, MALTREATMENT OR NEGLECT**

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

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

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

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

Date Adopted: April 16, 2009

Last Revised: April 16, 2009

### **8.36—RELEASE of STUDENT’S FREE and REDUCED PRICE MEAL 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, and IA 99-011

ADE Eligibility Manual for School Meals Revised July 2008  
7 CFR 210.1 – 210.31  
7 CFR 220.1 – 220.22  
42 USC 1758(b)(6)

Date Adopted: April 16, 2009

Last Revised: April 16, 2009

### **8.37 – ORGANIZATION for CLASSIFIED PERSONNEL POLICY**

1. It will be the purpose of this committee to review personnel policies of the district affecting classified personnel and to prepare recommendations for the board.
2. The first meeting shall be held by the first Wednesday in October of each school year. They will elect a chairman and secretary, and develop a calendar of monthly meetings to review district's personnel policies in order to determine whether additional policies or amendments are needed.
3. The Classified Personnel Policies Committee shall consist of at least one non-management classified representative from each of the following five classifications, two at larger members, and one board member appointed by the board president:
  - A. Maintenance, operations, and custodians;
  - B. Transportation;
  - C. Food Service;
  - D. Secretarial, clerical, technical support, and Dunbar coordinator;
  - E. Aides and paraprofessionals.
4. Elections: Classified Policy Committee elections shall be held during the month of May. Members will be elected for two year terms with Transportation, Secretary/Clerical/Tech Support/Dunbar Coordinator, and the two At Larger members being voted on in odd years and Paraprofessionals/Aides, Food Service, and Maintenance/Custodial members being voted on in even years.

The members of the CPPC shall be elected by secret ballot, and the election shall be conducted solely and exclusively by the members of the CPPC that are not up for election that year. The dated official count will be signed by the witnesses and submitted to the Superintendent's secretary and filed at the Central Office for any future reference. Each classified employee shall be accounted for with no extra ballots eligible for counting. The form of this process will be kept by the chairperson.

Chairperson bears the responsibility of ensuring that all classified employees have the opportunity to vote through correct ballot procedure by the committee members. Communication will be from ex-chairperson to current chairperson as the correct process.

When a vacancy occurs on the CPPC, the position(s) vacated will be filled from the original voting in the fall of the current year by the person(s) falling next in the rank of voting. If no other person(s) ran for the position, another election will be held.

5. A chairman and secretary from the committee members shall be selected by the committee at its first meeting. The chairman shall make policy review

assignments to members, prepare an agenda for each meeting, and preside at each meeting. The secretary shall be responsible for the minutes and records of the group. The chairman and secretary will be responsible for preparing and presenting the committee's recommendations to the board or the chairman can assign a committee member to present.

6. Minutes of each meeting will be recorded by the Secretary. When prepared, they will be forwarded to each member of the committee for review. Once approved the minutes will be distributed to all classified personnel, either by e-mail or posting on the bulletin boards. This will be done by their representative. They will also be sent to the assistant superintendent, business manager, and board representative. The minutes must be forwarded no later than Wednesday of the week following the meeting.
7. Duties of all members will be to survey classified faculty members in the district about their concerns on personnel policies; to fulfill review assignments thoughtfully, promptly and specifically, keeping the welfare of the entire school uppermost in their minds.
8. Proposed Personnel Policies: Either the committee or the board of directors may propose new personnel policies or amendments to existing policies if the proposals by the board have been submitted to the committee at least ten working days prior to presentation to the board. The superintendent may recommend any changes in personnel policies to the board of directors or the personnel policies committee. The recommendations shall become proposals if adopted by either the board or committee.

The board of directors shall have the authority to adopt, reject, or refer back to the committee on personnel policies for further study and revision of any proposed policies or amendments to existing policies that are submitted to the board for consideration.

Legal Reference: A.C.A. 6-17-2301 thru 6-17-2306

Date Adopted: April 16, 2009

Last Revised: April 16, 2009