

CONWAY PUBLIC SCHOOL DISTRICT

# Board Policy Section 8

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**NONCERTIFIED PERSONNEL POLICIES**

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## **8.1 – NONCERTIFIED PERSONNEL SALARY SCHEDULE**

### Salary Schedules Attached

For the purposes of the salary schedule, noncertified personnel will be credited with a “year” of experience if he/she works at least 75% of his/her contracted days. To receive credit for one-half year of experience on the salary schedule, noncertified personnel must work at least 50% of his/her contracted days.

Legal References: A.C.A. § 6-17-2301

Date Adopted: April 25, 2006

Last Revised: Dec. 14, 2010

## 8.2 – NONCERTIFIED PERSONNEL EVALUATIONS

Noncertified personnel will be evaluated at least annually, keeping the following principles in mind:

1. The primary purpose of evaluation is to improve work.
2. Any employee who is being evaluated should be kept informed about the results of such evaluation; he/she should be advised of his/her strong points as well as his/her weak points and suggestions for the improvement of his/her work should be made if improvement is needed.
3. Evaluation of the work of the employee shall be primarily the responsibility of the person in charge of the building or buildings he/she is assigned to or his/her immediate supervisor.
4. Any employee who feels that his/her work is being evaluated unfairly or incorrectly shall have the right to appeal.
5. Evaluation records shall be treated as confidential and shall be accessible to only those members of the administrative staff designated by the superintendent.
6. All employees will have access to his/her personnel records on file by the Conway School District except confidential recommendations requested by a staff member at the time of application.

Date Adopted: September 8, 1987

Last Revised: June 12, 2007

### **8.3 – EVALUATION OF NONCERTIFIED PERSONNEL BY RELATIVES**

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

Date Adopted: June 12, 2007

Last Revised:

## **8.4 – NONCERTIFIED 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 Conway Public School 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, methods of testing, and standards shall be determined by the agency or other medical organizations chosen by the Conway Public School Board to conduct the collecting 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:

- All time spent inspecting, servicing, and/or preparing the vehicle;
- All time spent driving the vehicle;
- All time spent loading or unloading the vehicle or supervising the loading or unloading of the vehicle; and
- 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 he/she is 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 testing;
2. Testing in conjunction with an accident;
3. Receiving a citation for a moving traffic violation; and
4. Causing reasonable suspicion.

### **Prohibitions**

1. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater;
2. No driver shall use alcohol while performing safety-sensitive functions;
3. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol;
4. No driver required to take a post-accident alcohol test under #2 above shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first;
5. No driver shall refuse to submit to an alcohol or drug test in conjunction with # 1,2, and/or 4 above;
6. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when using any controlled substance, except when used pursuant to the instructions of a licensed medical practitioner, 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;
7. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.

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

## **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  
                          A.C.A. § 27-23-201 et.seq.  
                          49 C.F.R. § 382-101 – 605  
                          49 C.F.R. § part 40

Arkansas Division of Academic Facilities and Transportation Rules Governing Maintenance and Operations of Arkansas Public School Buses and Physical Examinations of School Bus Drivers.

Date Adopted:     June 12, 2007  
Last Revised:     April 8, 2008

## **8.5 – NONCERTIFIED EMPLOYEES SICK LEAVE - EXCLUDING FOOD SERVICE (See 8.5a) and BUS DRIVERS (See 8.5b)**

### **Definitions**

1. “Employee” is a contracted employee of the District who is not required to have a teaching license as a condition of his/her employment.
2. “Sick Leave” is absence from work due to illness, whether by the employee or a member of their immediate family, or due to a death in the family. ACT 1195 gives the definition of “Immediate Family” as follows:
  - “Immediate family” includes spouse, child, parent, or any other relative if the other relative lives in the same household as the employee.
3. “Current Sick Leave” means those days of sick leave for the current contract year for which leave is granted at the rate of one day of sick leave per month worked and credited up front beginning on the first day worked of the current contracted year.
4. “Accumulated Sick Leave” is the total of unused sick leave up to a maximum of one hundred twenty (120) days accrued from previous contract but not used.
5. A classified noncertified employee leaving one school district to accept employment in Conway School District shall be granted credit for any verified unused sick leave the employee may have accumulated, not to exceed ninety (90) days.

### **Sick Leave**

The principal and/or 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 principal and/or supervisor.

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.

The District requires a written statement from the employee’s physician after three (3) consecutive days of absence due to illness. Failure to provide such documentation of illness may result in sick leave not being paid or in dismissal. The district will require a “Fitness for Duty” report prior to employee’s being

restored to full regular duties for absences due to surgery, hospitalization or illness under a doctor's care.

An employee's excessive absenteeism for whatever cause that exceeds 10 days, and prohibits the employee from 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 principal and/or supervisor and Superintendent) may be subject to the review of his/her supervisor and may result in dismissal. A doctor's statement is required of sick leave used for other than immediate family.

### **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 (sick leave, personal leave, vacation, etc) any leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave.

Legal References: A.C.A. § 6-17-1202  
A.C.A. § 6-17-1301 et seq.

Date Adopted: September 8, 1987

Last Revised: May 12, 2009

## **8.5a – NONCERTIFIED EMPLOYEES SICK LEAVE -FOOD SERVICE**

### **Definitions**

1. “Employee” is a contracted employee of the District who is not required to have a teaching license as a condition of his/her employment.
2. “Sick Leave” is absence from work due to illness, whether by the employee or a member of his/her immediate family, or due to a death in the family. ACT 1195 gives the definition of “Immediate Family” as follows:
  - “Immediate family” includes spouse, child, parent, or any other relative if the other relative lives in the same household as the employee.
3. “Current Sick Leave” means those days of sick leave for the current contract year for which leave is earned at the rate of one day of sick leave per month worked. Sick leave is credited at the end of each month beginning in September and not to exceed 9 days for the contracted year.
4. “Accumulated Sick Leave” is the total of unused sick leave up to a maximum of one hundred twenty (120) days accrued from previous contract, but not used.
5. A classified employee leaving one school district to accept employment in Conway School District shall be granted credit for any verified unused sick leave the employee may have accumulated, not to exceed ninety (90) days.

### **Sick Leave**

The Food Service Director has the discretion under circumstances deemed appropriate to approve sick leave for an employee to attend the funeral of a person who is not related to the employee.

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 hourly employee’s accumulated and current sick leave shall result in fewer paid hours worked for that payroll period. Absences are recorded as half day or whole day, not hourly.

The District requires a written statement from the employee’s physician after three (3) consecutive days of absence due to illness. Failure to provide such documentation of illness may result in unpaid sick leave or in dismissal. The district will require a “Fitness for Duty” report prior to employee’s being

restored to full regular duties for absences due to surgery, hospitalization or illness under a doctor's care.

An employee's excessive absenteeism for whatever cause that exceeds 10 days, and prohibits the employee from 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 Food Service Director and Superintendent) may be subject to the review of his/her supervisor and may result in dismissal. A doctor's statement is required if sick leave is used for other than immediate family.

Legal References: A.C.A. § 6-17-1202  
A.C.A. § 6-17-1301 et seq.

Date Adopted: September 8, 1987  
Last Revised: June 12, 2007

## **8.5b – NONCERTIFIED EMPLOYEES SICK LEAVE -BUS DRIVERS**

### **Definitions**

1. “Employee” is a contracted employee of the District who is not required to have a teaching license as a condition of his/her employment.
2. “Sick Leave” is absence from work due to illness, whether by the employee or a member of their immediate family, or due to a death in the family. ACT 1195 gives the definition of “Immediate Family” as follows:
  - “Immediate family” includes spouse, child, parent, or any other relative if the other relative lives in the same household as the employee.
3. “Current Sick Leave” means those days of sick leave for the current contract year for which leave is acquired at the rate of five (5) days a year (one-half day for each month or part of month worked).
4. “Accumulated Sick Leave” is the total of unused sick leave up to a maximum of one hundred twenty (120) days accrued from previous contract, but not used.
5. A classified employee leaving one school district to accept employment in Conway School District shall be granted credit for any verified unused sick leave the employee may have accumulated, not to exceed ninety (90) days.

### **Sick Leave**

If a driver must miss his/her run for any reason, the driver should notify his/her supervisor as soon as possible so a substitute can be obtained.

Deductions for each day’s absence for reasons not permitted under sick leave policies will be at the driver’s daily rate of pay.

A substitute driver will receive the same daily rate as the driver he replaces.

The District requires a written statement from the employee’s physician after three (3) consecutive days of absence due to illness. Failure to provide such documentation of illness may result in unpaid sick leave or in dismissal. The district will require a “Fitness for Duty” report prior to employee’s being restored to full regular duties for absences due to surgery, hospitalization or illness under a doctor’s care.

An employee's excessive absenteeism for whatever cause that exceeds 10 days and prohibits the employee from 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 principal and/or supervisor and Superintendent) may be subject to the review of his/her supervisor and may result in dismissal. A doctor's statement is required if sick leave is used for other than immediate family.

Legal References: A.C.A. § 6-17-1202  
A.C.A. § 6-17-1301 et seq.

Date Adopted: September 8, 1987  
Last Revised: June 12, 2007

## **8.6 – VOLUNTARY CATASTROPHIC LEAVE – NONCERTIFIED EMPLOYEES**

### **Definition**

The Catastrophic Sick Leave shall be available only for those contributing staff members who meet the following definition of catastrophic diagnosis:

1. **Catastrophic Illness/Injury:** An illness or injury of such magnitude that the employee's life or the life of a spouse, child, or parent, is endangered and/or his/her/their health is impaired to such an extent that he/she/they have no option but to seek immediate medical treatment that requires extended time away from the job. The following list is not exhaustive, but identifies some health conditions that are included and excluded as catastrophic under this definition.

#### **Included:**

- Cancer(s)/Tumor(s)
- Heart Attack
- Aneurysm
- Stroke
- Non-Elective Surgery
- Debilitating/Immobilizing Injury or Condition
- Acute Illness/Disease

#### **Excluded:**

- Elective Surgery
- Pregnancy/Delivery without Severe Complications
- Recurring Infection (cold, flu, etc.)

2. Requires certification by a physician stating that it would be impossible for the employee to perform the basic functions of his/her job.

Voluntary Catastrophic Leave is established for the purpose of permitting noncertified employees upon approval to obtain sick leave in excess of

accumulated and current sick leave when the noncertified employee has exhausted all such leave.

### **Donation of Days**

- Any employee may voluntarily contribute, for another employee's use, one or more days of current or accumulated sick leave to which he/she might otherwise be entitled.
- All such days will be placed in a "catastrophic sick leave pool" and shall be accessible by all contributing employees approved for such use by the Catastrophic Leave Committee.
- Regulations will be adopted that provide a systematic method of determining the order in which employees' days are selected for use by approved recipients of the pool.
- Once the employee elects to contribute such days, that election is irrevocable for the duration of the school year.
- Any days contributed by the employee that are not used in any school year shall be credited to that employee's accumulated sick leave.

### **Use of days**

Any contributing employees, who meet the following criteria shall be eligible to apply for days in the pool:

- All categories of staff leave shall have been exhausted.
- The employee or a member of the employee's family shall have experienced a catastrophic illness or injury that requires the employee to be absent from his/her assigned duties for an extended period of time.
- The employee must submit a "request for Approval of Catastrophic Leave" on a form provided by the district for this purpose. This form shall be accompanied by a physician's statement verifying the employee's inability to perform assigned duties and an estimate of the duration of such condition.
- The "Request for Approval of Catastrophic Leave" shall be submitted as soon as possible after the employee determines the need exists.
- The employee must sign a waiver allowing the Catastrophic Leave Committee to review the employee's past attendance records.

- The Catastrophic Leave Committee will determine whether or not an illness or injury is catastrophic as envisioned by this policy. Routine medical conditions, even those requiring the employee's absence for an extended period of time, will not be considered catastrophic. Absence from work due to medically unnecessary elective surgery may not make the employee eligible to withdraw from the Catastrophic Leave. No leave will be granted beyond the date certified by a physician as to the employee's ability to return to work.
- An employee may petition the Catastrophic Leave Committee for as many as fifteen (15) days at a time. The Committee may but is not obligated to grant sick leave up to thirty (30) days per contract year for serious personal or family illness, disabilities or accidents which cause the employee to be absent from work and exhaustion of all accumulated and current sick leave. If an employee has been deemed "fit" to return to work, or if the Committee is informed of fraudulent abuse of the policy, the remaining days awarded toward leave may be rescinded.
- Catastrophic sick leave days will not be granted to members for days covered by Worker's Compensation, Short-term Disability, or any other income protection insurance policy or similar coverage provided by the district.

### **Review Committee**

- A Catastrophic Leave Committee, consisting of five (5) members of the Personnel Policies Committee, shall oversee the implementation of the voluntary catastrophic leave policy. ASBA recommends that each of the five categories of classified employees designated in ACT 1780 have one representative on the committee. The five categories are 1) maintenance and operations, 2) transportation, 3) food service, 4) secretarial and clerical, 5) aides and paraprofessionals, and one (1) administrator. A nurse may be appointed.
- A quorum of the Committee, consisting of at least three (3) members, must be present to conduct official business. A majority vote of those present will be necessary to approve action on any issue, including the use of catastrophic days by qualified applicants. If the information provided to the Committee is deemed by a majority of the Committee to be insufficient, the Committee may require additional information or deny the employee's request at its discretion.
- The decision of the Committee regarding the use of pool days by an applicant shall be in writing to the applicant and to the superintendent.

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

Legal Reference: A.C.A. § 6-17-1306

Date Adopted: September 8, 1987

Last Revised: April 19, 2011

## **8.7 – NONCERTIFIED EMPLOYEES PERSONAL LEAVE**

Classified contracted employees of the district working 25 or more hours per week receive two (2) days of personal leave per contract year. An employee may take personal leave when he/she must be absent from work for reasons that are not covered by any other leave policies. The leave may be taken in increments of no less than half day intervals.

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

School functions, for the purposes of this policy, means: (1) Athletic or academic events related to a public school district; and (2) Meetings and conferences related to education. The determination of what activities meet the definition of a school function shall be made by the employee's immediate supervisor or designee. In no instance shall paid leave in excess of allotted vacation days and/or personal days be granted to an employee who is absent from work while receiving remuneration from another source as compensation for the reason for their absence.

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

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.

No personal leave may be taken the day before or the day after a pupil holiday unless an emergency exists as approved by the superintendent with written documentation.

Personal leave does not accumulate from one contract year to the next. Any portion of unused personal leave days will be credited to accumulated sick leave at the end of each school year.

An employee having completed ten (10) years of employment in the Conway School District shall have the option of using three (3) of his/her current sick leave days as personal leave days. This would make available a total of five (5) personal leave days for that year.

Legal Reference: A.C.A. § 6-17-211

Date Adopted: June 12, 2007

Last Revised: May 12, 2009

## **8.7a – NONCERTIFIED EMPLOYEE VACATION LEAVE**

All full-time twelve month employees shall be allowed vacation time with full pay at the rate of one (1) day per contracted month, beginning with the first day of employment, and not exceeding ten (10) days.

The vacation time earned for a school year must be taken by August 15 of the following calendar year (this would include two (2) summers), with the exception of custodians, whose vacation time must be taken by July 31st of each year. There shall be no accumulation of vacation time beyond this date.

Any employee whose job responsibility involves direct contact with students will not be allowed to be on vacation during the days students are in school.

Permission for vacation shall be obtained by submitting a request through the employee's immediate supervisor to the superintendent.

The superintendent may deny an employee's request for a vacation day if such absence would, in the superintendent's opinion, be disruptive to the educational process.

In the event of extenuating circumstances, the superintendent may grant an exception to any of these policies.

Date adopted: June 12, 2007

Last Revised:

## **8.7b – NONCERTIFIED EMPLOYEE BEREAVEMENT LEAVE**

Any employee who works twenty-five (25) or more hours per week shall be allowed five (5) days bereavement leave without loss of pay or sick days upon suffering the death of a spouse, child, parent, or “legal guardian”.

The use of bereavement leave for a parent or legal guardian requires from each noncertified employee a maximum of two (2) names to be filed with the district personnel office for verification purposes. This is a one-time registration of the employee’s two (2) name choices, no exceptions. If parent(s) or legal guardian(s) are deceased, no other person or persons may be substituted.

Date Adopted: June 12, 2007  
Last Revised: December 14, 2010

## **8.7c – NONCERTIFIED EMPLOYEES MILITARY LEAVE**

Members of the National Guard or reserved branches of the armed forces will be granted leave at the rate of fifteen (15) days per calendar year plus necessary travel time for annual training requirement time. If leave is not used in a calendar year, it will accumulate in the succeeding calendar year until it totals fifteen (15) days at the beginning of the calendar year. Leave will be granted without loss of pay in addition to regular vacation time.

An employee who is drafted or called to active duty in the armed forces or who volunteers for military services shall be placed on extended leave without pay and upon application, in ninety (90) days after his release, shall be reinstated to the position vacated or its equivalent with no loss of seniority or any other benefits or privileges of employment.

An employee who enlists or re-enlists for a second consecutive term of military duty forfeits his re-employment rights. Personnel called to duty in emergency situations by the Governor or President shall be granted leave with pay not to exceed thirty (30) working days after which leave without pay will be granted. A copy of official orders of deployment will be filed at the Administration Building. This leave is in addition to regular vacation time. (Act 586 of 1989)

Date Adopted: June 12, 2007

Last Revised:

## **8.8 – NONCERTIFIED EMPLOYEE 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 12, 2007

Last Revised:

## **8.9 – PUBLIC OFFICE - NONCERTIFIED 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.

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

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

Legal Reference: A.C.A. § 6-17-115

Date Adopted: June 12, 2007

Last Revised:

## **8.10—JURY DUTY - NONCERTIFIED PERSONNEL**

Employees are not subject to discharge, loss of sick leave, loss of vacation time or any other penalty due to absence when called for jury duty or when subpoenaed to appear in any type of court upon giving reasonable notice to the District through the employee's immediate supervisor.

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

Legal Reference: A.C.A. § 16-31-106

Date Adopted: June 12, 2007

Last Revised:

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

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

### **Definitions**

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

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

Exempt Employees are those employees who are not covered under the FLSA.<sup>F</sup> They include administrators and professional employees such as but not limited to teachers, counselors, nurses, and supervisors. Any employee who is unsure of his/her 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 but are not limited to 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.<sup>G</sup> For those employees previously paid on a salary basis, the salary shall be converted to an hourly equivalent. Employees shall be paid for each and every hour worked.

### **Employment Relationships**

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

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

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

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

### **Hours Worked**

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

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

Employees shall sign in/clock in where they start working 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.

Supervisors and building-level principals shall review and approve each time record or sign-in sheet.

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 disciplined.

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.<sup>K</sup>

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

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

### **Overtime**

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

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

Provided the employee and the District have a written agreement or understanding before the work is performed,<sup>P</sup> compensatory time off may be awarded in lieu of overtime pay for hours worked over 40 in a workweek and shall be awarded on a one-and-one-half (1 1/2) time basis for each hour of overtime worked.<sup>Q</sup> The District reserves the right to determine if it will award

compensatory time in lieu of monetary pay for the overtime worked. The maximum number of compensatory hours an employee may accumulate at a time is 40. The employee must be able to take the compensatory time off within a reasonable period of time that is not unduly disruptive to the District.

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

1. The average regular rate received by the employee during the last 3 years of employment or
2. The final regular rate received by the employee.<sup>R</sup>
3. Overtime pay or compensatory time cannot be waived by an agreement between employer and employees.

### **Overtime Authorization**

There will be instances where the district's needs necessitate an employee working overtime. It is the Board's desire to keep overtime work to a minimum. To facilitate this, employees shall receive written 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 is pre-approved or fits 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 non-exempt employees are required to submit a leave form when they are absent from work. The leave form must reflect the reason for the absence, and it must adhere to current Conway School District Board Policy. Any leave outside of board policy requires prior approval of the board. It is the responsibility of the employee to submit a leave request form prior to the requested leave. In the event of unforeseen or emergency leave, the form is to be completed the day the employee returns to work.

All leave will be entered into the employee's time record from the leave form. Failure to submit a leave form or late submission could result in non-payment or delay of payment of leave time. All leave time will be non-worked hours.

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

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

The District shall display minimum wage posters where employees can readily observe them.

### **Cooperation with Enforcement Officials<sup>V</sup>**

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

1. Investigating and gathering data regarding the wages, hours, and other conditions and practices of employment;
2. Entering, inspecting, and/or transcribing the premises and its records;
3. Questioning employees and investigating such facts as the inspectors deem necessary to determine whether any person has violated any provision of the FLSA.
4. District employees responsible for supervising employees subject to FLSA who willfully violate the terms of this policy shall be subject to disciplinary action by the District.

### **Disciplinary Actions for Violations of Overtime Policies**

Violations of these policies shall result in the following disciplinary actions:

1. First Offense: A written reprimand shall be given to the employee. The reprimand shall state the nature of the offense and the sections of this policy violated. A copy of the reprimand shall be placed in the employee's personnel file.
2. Second Offense: A written warning shall be given to the employee. The warning shall state the nature of the offense, the sections of this policy violated, and the possibility of termination of employment with the third offense. The warning shall also note that the employee had previously been reprimanded for violations of this policy. A copy of the overtime policy shall

be given to the employee with the warning. A copy of the warning shall be placed in the employee's personnel file.

3. Third Offense: The employee shall be given a written notice of termination of employment. The notice shall state the nature of the offense, the sections of this policy violated, and the previous receipt of a warning by the employee. The effective date of the termination shall be stated in the notice. A copy of the notice shall be placed in the employee's personnel file.

Legal References:

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

Date Adopted: June 24, 2004

Last Revised: June 12, 2007

## **8.12 – NONCERTIFIED PERSONNEL OUTSIDE EMPLOYMENT**

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

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

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

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

Date Adopted: June 12, 2007

Last Revised:

## **8.13 – NONCERTIFIED 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 Conway School District is an equal opportunity employer and shall not discriminate on the grounds of race, color, religion, national origin, sex, age, or disability.

Date Adopted: June 12, 2007

Last Revised:

## **8.14 – NONCERTIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES**

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

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

Mileage will be reimbursed at the rate allowed for state employees.

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.

Date Adopted: June 12, 2007

Last Revised:

## **8.15 – NONCERTIFIED PERSONNEL TOBACCO USE**

All staff members have a responsibility not to encourage or endorse the use of tobacco or a tobacco product that is a potential health hazard.

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 12, 2007

Last Revised:

**8.16 – DRESS OF NONCERTIFIED EMPLOYEES - EXCLUDING  
MAINTENANCE and CUSTODIAL (See 8.16a)**

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

Date Adopted: June 12, 2007

Last Revised: April 15, 2010

## **8.16a – DRESS OF NONCERTIFIED EMPLOYEES - MAINTENANCE AND CUSTODIAL DRESS CODE**

Employees shall ensure that their dress and appearance are professional and appropriate to their positions. Although the district does not require specific uniforms, there are some guidelines that apply to dress for maintenance and custodial staff in the work place setting. For safety purposes, protective clothing should be used in conjunction with other protective methods. Clothing should be selected that provides an adequate level of protection.

The following is a list of clothing that is acceptable for the work place:

- Sleeveless, short sleeve, long sleeve T-shirts
- Button-style work shirts, smocks, blouses, or sweaters
- Scrubs, slacks, denim jeans, coveralls, jumpsuits, or capri's
- Enclosed shoes such as gym shoes, leather oxfords, loafers, work boots (steel-toe is optional)
- In the summer or on days when students are not present, knee length blue jean or khaki shorts are acceptable (no cut-off shorts)

All articles should be clean, intact, and non-offensive to others who share the workplace. Have safety in mind (example: slacks or jeans should not be so long that you are tripping on them as you walk). Most of your duties include walking and running, moving equipment such as floor scrubbers, furniture, etc., and climbing stairs and ladders. It is extremely important that you do not wear clothing that could create a tripping hazard or has loose material that could get caught in machinery that you may be required to use. It is also very important to protect your feet from falling objects or moving machinery.

The following is a list of clothing that is unacceptable for the work place:

- Tight or form fitting clothing including stretch pants
- No shirt (employees must be fully dressed at all time)
- Tube tops, tank tops, muscle shirts, halter tops, exposed backs or midriiffs, or see through garments
- Warm-up suits, jogging suits, wind suits
- Clothing or jewelry with vulgar, profane or suggestive images

- Short shorts, skorts, shorts above the knee, or gym shorts of any kind unless outlined in the list of acceptable clothing for the work place section above
- Long full skirts
- Sandals, flip flops, crocs, or any open-toed shoe
- Bare or stocking feet

Protective clothing such as rubber gloves must be worn when cleaning any bathroom and handling loose trash. These will be provided by the district. Also, latex gloves for cleaning of large body fluid spills such as blood, urine, or vomit are absolutely mandatory to wear. Rubber boots will be provided and must be worn when the job task requires stripping and waxing floors.

Legal Reference: OSHA Technical Manual, Section VIII, Chapter I

Date Adopted: April 15, 2010

Last Revised:

## **8.17 – NONCERTIFIED PERSONNEL POLITICAL ACTIVITY**

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

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

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

Date Adopted: June 12, 2007

Last Revised:

## **8.18 – NONCERTIFIED LEAVE OF ABSENCE**

Note: The Family and Medical Leave Act of 1993 (FMLA) provides eligible employees with the right to take up to twelve (12) weeks of unpaid leave per year for family or medical reasons. An eligible employee is considered as any person under contract with the district.

### **Length of Absence**

A leave of absence for the types of reasons named in this policy shall be a leave of not less than one semester nor more than two semesters without pay, salary increment or benefits including health insurance. For two hundred-forty (240) day contract employees, the leave of absence shall be taken in increments from July 1 through December 31; January 1 through June 30; July 1 through June 30, or January 1 through December 31. The school district may employ personnel for a semester or a year to ensure that the educational process is not interrupted.

### **Eligibility**

A classified employee shall have completed a minimum of three (3) consecutive years of service from date of hire within the school system before becoming eligible for a leave of absence that is covered by this policy. After becoming eligible, a classified employee shall qualify for leave once every three (3) consecutive years from the most recent date of return to work from their previous leave of absence.

### **Leave of Absence Request**

All requests for leave of absence shall be applied for in writing at least one month (thirty [30]) calendar days before the leave shall take effect. The applicant must clearly state in detail specific reasons for requesting the leave providing documentation. The completed request for the leave of absence shall be filed with the Superintendent. The decision of the Superintendent is final.

### **Notification to Return**

Employees returning from leave of absence in time for the fall semester shall notify the Superintendent in writing on or before March 1 prior to the return date. Employees returning from leave of absence in time for the spring semester shall notify the Superintendent in writing on or before November 1

prior to the return date. Failure to submit written notification by the specified date shall terminate the employee's employment with the school system.

### **Employment Privilege**

The Superintendent will assign an employee returning from leave of absence to a position for which he or she is qualified. Full consideration will be given to placement of the employee to his or her original position. However, the employee is not guaranteed the same position or school that he or she held prior to his or her leave of absence.

### **Benefits**

All benefits to which an employee was entitled at the time that the leave began will be restored to the employee when he or she returns to work to the extent that these benefits are offered to and provided to all non-certified employees. Unless otherwise specified, a returning employee will be placed on the salary schedule at the level achieved prior to his or her leave. The reinstatement of any insurance plan(s) will be the responsibility of the employee. Some employees may qualify for continuation health coverage under The Consolidated Omnibus Budget Reconciliation Act (COBRA). An employee who is on leave of absence will not be eligible for continuation of Long Term Disability Benefits unless the following terms and conditions of the policy are satisfied:

1. They are a regular full-time active employee of Conway Public Schools at the time of disability.
2. They have satisfied the Elimination Period as outlined in the Long Term Disability Policy at least thirty (30) days prior to applying for a leave of absence.

Eligible employees shall not include seasonal or temporary employees. Active employment and actively employed means working 900 hours or more per year at your regular job and customary place of employment or other location to which you must travel to perform your regular job.

### **Benefits - Food Service Employees**

All benefits to which a food service employee was entitled at the time that the leave began will be restored to the food service employee when he or she returns to work to the extent that these benefits are offered to and provided to all food service employees. Unless otherwise specified, a returning food

service employee will be placed on the salary schedule at the level achieved prior to his or her leave. The reinstatement of any insurance plan(s) will be the responsibility of the food service employee. Some food service employees may qualify for continuation health coverage under The Consolidated Omnibus Budget Reconciliation Act (COBRA).

### **Request Approval**

The following criteria will be considered when evaluating requests:

- Rationale for request
- Appropriate medical and/or legal documentation

### **Violation of Policy**

Violation of this policy and/or submitting false information as determined by the Superintendent will be considered a breach of contract and cause for dismissal.

### **Approved Types of Leave of Absence**

1. Maternity leave or adoption: An employee may apply for such leave prior to or following the birth of the child as long as all other aspects of this policy are followed. An employee may also request leave of absence because of the placement of a child for adoption with the employee.
2. Extended illness: The request may be made by the employee if he/she has a serious health condition that makes him/her unable to perform the essential functions of his/her position. The employee may also request a leave of absence in order to care for the spouse, son, daughter, parent, or legal dependant of the employee, if such spouse, son, daughter, parent or legal dependent has a serious health condition.

Date Adopted: June 10, 2008

Last Revised:

## 8.19 – NONCERTIFIED 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 principal and/or supervisor for directing, instructing, reprimanding, or “writing up” an employee under his/her supervision. A group of employees with the same grievance may file a group grievance.

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

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

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

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

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

## Process

Step One: An employee believing that he/she has a grievance shall inform that employee's immediate supervisor and/or principal that the employee has a potential grievance and shall discuss the matter with the supervisor within 5 working days of the occurrence of the grievance. When appropriate, the employee's immediate supervisor as well as his/her department supervisor shall be included in the conference. 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 5 day requirement does not apply to grievance concerning back pay.) If the grievance is not advanced to Step Two within five working days following the conference, the matter will be considered resolved and the employee shall have no further right with respect to said grievance. If the grievance cannot be resolved verbally with the principal and/or supervisor, the employee can advance the grievance to Step Two.

Step Two: The employee must complete, in writing, the employee's section of the Grievance Form (8.19F) within 5 working days of the discussion/conference with the immediate supervisor and/or principal. Upon receipt of the employee's completed Grievance Form (8.19F), the immediate supervisor and/or principal will have 5 working days to schedule a conference with the employee filing the grievance. The employee will have an opportunity to have a witness or representative who is not a member of the employee's immediate family present at the conference. The immediate supervisor and/or principal will then have 5 working days to respond to the grievance in written form, completing the administrator's response section of the Grievance Form (8.19F), then returns the form to the employee filing the grievance. If the grievance is not advanced within 5 working days, the matter will be considered resolved, with the date resolved indicated on the Step Two date resolved line at the bottom of form (8.19F), and the employee shall have no further right with respect to said grievance.

If the employee remains unsatisfied with the written response to his/her grievance received from his/her supervisor and/or principal, the employee may, within 5 working days, advance the grievance to Step Three.

Step Three: The employee must complete his/her section on a new Grievance Form (8.19F) and copy the returned Grievance Form (8.19F) that includes the reply from his/her immediate supervisor and /or principal. These are both submitted to the Assistant Superintendent. The Assistant Superintendent will

have up to 5 working days to schedule a conference with the employee filing the grievance. The employee will have an opportunity to have a witness or representative who is not a member of the employee's immediate family present at the conference. The Assistant Superintendent will have up to 5 working days after the conference to respond, completing the administrator's response section of the Grievance Form (8.19F), then returns the form to the employee filing the grievance. If the grievance is not advanced within 5 working days, the matter will be considered resolved, with the date resolved indicated on the Step Three date resolved line at the bottom of form (8.19F), and the employee shall have no further right with respect to said grievance.

If the employee remains unsatisfied with the Assistant Superintendent's written response to the grievance, the employee may, within 5 working days, advance the grievance to Step Four.

Step Four: The employee completes his/her section on another new Grievance Form (8.19F) and copies the Step Two and Step Three administrative responses received. All three documents are submitted to the Superintendent and/or his appointed designee. The Superintendent and/or designee will have up to 10 working days to schedule a conference with the employee filing the grievance. The employee will have an opportunity to have a witness or representative who is not a member of the employee's immediate family present at the conference. The Superintendent and/or designee will have up to 10 working days after the conference to respond, completing the administrator's response section of the Grievance Form (8.19F), then returns the form to the employee filing the grievance. If the grievance is not advanced within 5 working days, the matter will be considered resolved, with the date resolved indicated on the Step Four date resolved line at the bottom of form (8.19F), and the employee shall have no further right with respect to said grievance.

An employee remaining unsatisfied with the written response from the Superintendent and/or designee may, within 5 working days after receiving this response, advance the grievance to Step Five, which is an appeal to the School Board of Education.

Step Five: The employee must submit, in writing, a request for a board hearing to the Superintendent. Copies of previous grievance forms submitted and administrative responses received should be attached to the employee's hearing request. The School Board of Education will address the grievance at the next regularly scheduled board meeting, unless the employee agrees in

writing to an alternate date for the hearing. After reviewing the employee's Grievance Forms and the Step Two, Three and Four administrative responses, the School Board of Education will decide if the grievance, on its face, is grievable under district policy. If the grievance is presented as a "group grievance," the School Board of Education shall first determine if the composition of the group meets the definition of a "group grievance." If the School Board of Education determines that it qualifies as a group grievance, the School Board of Education shall then determine whether the matter raised is grievable. If the School Board of Education 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 Step One of the Grievance Policy (8.19) process. If the School Board of Education rules the grievance to be grievable, they shall immediately commence a hearing dealing with the grievance. All parties have the right to representation by a person of choice who is not a member of an employee's immediate family at the appeal hearing before the School Board of Education. The employee and/or group shall have no less than 90 minutes to present the grievance, unless a shorter period is agreed upon by the employee and/or group. Both parties shall have an opportunity to present and question witnesses. The hearing shall be open to the public unless the employee and/or group request the hearing to be held in private. Any student under the age of eighteen years who gives testimony may have a parent or guardian elect to have this testimony given in a 'closed' instead of an 'open' session. At the conclusion of the hearing, if the hearing was closed, the School Board of Education may excuse all parties except School Board members and deliberate, by themselves, on the hearing. At the conclusion of an open hearing, School Board of Education deliberations shall also occur in open session unless the deliberations are concerning the employment, appointment, promotion, demotion, disciplining, or resignation of the employee. A decision on the grievance shall be announced no later than the next regularly scheduled School Board of Education 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.

Inquiries regarding Title VI, Title IX and Section 504 for employees should be directed to:

The Equity Coordinator  
Conway Public Schools  
2220 Prince Street  
Conway, AR 72034  
(501)450-4800

Inquiries regarding Special Education issues should be directed to:

Special Education Director  
Conway Public Schools  
2220 Prince Street  
Conway, AR 72034  
(501)450-6634 or (501)450-4800

Legal Reference: ACA § 6-17-208

Date Adopted: Sept. 18, 1990

Last Revised: June 10, 2008

## **8.20 – NONCERTIFIED PERSONNEL SEXUAL HARASSMENT**

The Conway 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.

Upon receipt of a report of sexual harassment, the building principal or his/her designee, shall immediately notify the equity coordinator without screening or investigating the report. If the report is given verbally, the principal, or his/her designee will reduce it to a written form within 24 hours and forward it to the equity coordinator. Failure to report any sexual harassment report or complaint as provided will result in disciplinary action taken against that employee.

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: Dec. 09, 1997

Last Revised: June 12, 2007

## **8.21 – NONCERTIFIED PERSONNEL SUPERVISION OF STUDENTS**

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

Date Adopted: June 12, 2007

Last Revised:

## **8.22 – NONCERTIFIED PERSONNEL COMPUTER USE POLICY**

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

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

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

Legal References: Children's Internet Protection Act; PL 106-554  
20 USC 6777  
47 USC 254(h)  
A.C.A. § 6-21-107  
A.C.A. § 6-21-111

Date Adopted: June 12, 2007

Last Revised: April 15, 2010

## 8.22F – NONCERTIFIED PERSONNEL Internet Use Agreement

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

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

The Conway 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 including termination.
4. “Misuse of the District’s access to the Internet” includes, but is not limited to, the following:
  - Using the Internet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing community standards;
  - Using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
  - Posting anonymous messages on the system;
  - Using encryption software;
  - Wasteful use of limited resources provided by the school including paper;
  - Causing congestion of the network through lengthy downloads of files;
  - Vandalizing data of another user;

- Obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
  - Gaining or attempting to gain unauthorized access to resources or files;
  - Identifying oneself with another person's name or password or using an account or password of another user without proper authorization;
  - Using the network for financial or commercial gain without district permission;
  - Theft or vandalism of data, equipment, or intellectual property;
  - Invading the privacy of individuals;
  - Using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
  - Introducing a virus to, or otherwise improperly tampering with, the system;
  - Degrading or disrupting equipment or system performance;
  - Creating a web page or associating a web page with the school or school district without proper authorization;
  - Attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;
  - Providing access to the District's Internet Access to unauthorized individuals; or
  - 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;
  - Making unauthorized copies of computer software.
  - Personal use of computers during instructional time.
5. Liability for debts: Staff shall be liable for any and all costs (debts) incurred through their use of the District's computers or the Internet including penalties for copyright violations.
6. No Expectation of Privacy: The Employee signing below agrees that in using the Internet through the District's access, he/she waives any right to privacy the Employee may have for such use. The Employee agrees that the district may monitor the Employee's use of the District's Internet Access and may

also examine all system activities the Employee participates in, including but not limited to e-mail, voice, and video transmissions, to ensure proper use of the system.

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

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

Date \_\_\_\_\_

Date Adopted: June 12, 2007

Last Revised:

## 8.23 – NONCERTIFIED PERSONNEL FAMILY MEDICAL LEAVE

### Definitions:

- Covered active duty means (A) in the case of a member of a regular component of the Armed Forces, duty during deployment of the member with the armed forces to a foreign country; and (B) in the case of a member of a reserve component of the Armed Forces, duty during deployment of the member with the armed forces to a foreign country under a call to order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code.
- Covered Service Member is (A) a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or (B) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.
- 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 to 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 military medical treatment facility as an outpatient; or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
- Qualifying Exigency: Issues that arise due to covered active duty or a call to covered active duty of an employee’s spouse, son, daughter, or parent. Examples include issues involved with short-notice deployment, military events and related activities, childcare and school activities, the need for financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and other activities as defined by federal regulations.
- 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: (A) in the case of a member of the Armed Forces, including the National Guard or Reserves, it means an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating and (B) in the case of a veteran who was a member of the Armed Forces, including a member of the National Guard of Reserves, at any time during a period as a covered service member defined in this policy, it means a qualifying (as defined by the U.S. Secretary of Labor) injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

- Year: for leave other than to care for the serious injury or illness of a covered service member, the twelve (12) month period of eligibility shall begin on the first duty day of the school year.
- Year: for leave to care for the serious injury or illness of a covered service member, the twelve (12) month period begins on the first day the eligible employee takes FMLA leave to care for a covered service member and ends 12 months after that date.

## **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 as amended shall govern.

## **Leave Eligibility**

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

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

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 who has a serious injury or illness as defined in this policy. An eligible employee who cares for such a covered service member is limited for reasons 1 through 5 listed above to a total of 12 weeks of leave during a year as defined in this policy. For example, an eligible employee who cares for such a covered service member for 16 weeks during a 12 month period could only take a total of 10 weeks for reasons 1 through 5. 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 with a serious injury or illness as defined in this policy. A husband and wife who care for such a covered service member is limited for reasons 1 through 5 listed above to a total of 12 weeks of leave during a year as defined in this policy. For example, an eligible employee who cares for such a covered service member for 16 weeks during a 12 month period could only take a total of 10 weeks for reasons 1 through 5.

### **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 6 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 for reason 5 listed above is foreseeable, whether because the spouse, son, daughter, or parent of the employee is on covered active duty, or because of notification of an impending call or order to covered active duty the employee shall provide such notice to the district as is

reasonable and practicable regardless of how far in advance the leave is foreseeable.

When the need for leave is for reasons 3, 4, or 6 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, 4, or 6 listed above 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

- The employee requests an extension of leave,
- Circumstances described by the previous certification have changed significantly; and/or
- 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, (sick leave, personal leave, vacation, etc.) 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 his/her portion of the cost of the group health plan coverage to the district's business office on or before it would be made by payroll deduction.

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 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, 4, and 6 listed above 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

a. to take medical leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or

b. 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 6 listed above 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 1, 2, 3, or 6 listed above 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 1, 2, 3, or 6 listed above 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.

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

Date Adopted: June 12, 2007

Last Revised: April 15, 2010

## **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 which 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 12, 2007

Last Revised:

## **8.25 – NONCERTIFIED PERSONNEL CELL PHONE USE**

Use of cell phones or other electronic communication devices by employees during their designated work time is strictly forbidden unless specifically approved in advance by the superintendent, building principal, or their designees.

In any instance where the district issues a cell phone or school computer to a school employee for use for school business purposes, the employee shall not use the equipment for personal use. Any employee who uses a school issued cell phone and/or computer for non-school purposes, except as permitted by the district's internet/computer policy, shall be subject to discipline up to and including termination.

Date Adopted: June 12, 2007

Last Revised:

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

Definitions:

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

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

Electronic act means without limitation a communication or image transmitted by means of an electronic device, including without limitation a telephone, wireless phone or other wireless communications device, computer, or pager

that results in the substantial disruption of the orderly operation of the school or educational environment.

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

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

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

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

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

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

8. Deliberate physical contact or injury to person or property,
9. Stealing or hiding books or belongings, and/or
10. Threats of harm to student(s), possessions, or others.

Legal Reference: A.C.A. § 6-18-514

Date Adopted: June 12, 2007

Last Revised: April 8, 2008

## **8.27 – NONCERTIFIED 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 12, 2007

Last Revised:

## **8.28 – DRUG FREE WORKPLACE - NONCERTIFIED PERSONNEL**

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

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

Substance Abuse Resources:

Counseling Associates, 350 Salem Road, Conway, 501-327-4889, 501-336-8300

Conway Arkansas Drug and Alcohol Rehab Programs and Addiction Treatment Center, 1-800-559-9503

ARVAC Freedom House, 400 Lake Front Drive, Russellville, Arkansas 479-968-7086

Drug Rehab, Conway, Arkansas, 1-877-437-8422

Bridge Way, 21 Bridgeway Road, North Little Rock, AR 72113, 501-771-1500

Arkansas Detox, Drug Rehab and Alcohol Treatment Programs, 4313 West Markham, 4th Floor Administration, Little Rock, AR 72205, Phone: 501-686-9866

UAMS/Substance Abuse Treatment Clinic, 3924 West Markham Street, Little Rock, 501-686-9630

Mid Arkansas Substance Abuse Services, 4601 West 7th Street, Little Rock, AR 72205 501-686-9393

Should any employee be found to have been publicly under the influence of or in illegal possession of any illegal drug, controlled substance, whether or not 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; or the presence of an odor associated with a prohibited substance on one's breath or clothing.

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

Any employee who is charged with a violation of any state or federal law relating to the possession, use or distribution of illegal drugs, other controlled substances or alcohol, or of drug paraphernalia, must notify his immediate supervisor within five (5) week days (i.e., Monday through Friday, inclusive, excluding holidays) of being so charged. The supervisor who is notified of such a charge shall notify the Superintendent immediately. If the supervisor is not available to the employee, the employee shall notify the Superintendent within the five (5) day period.

Any employee so charged is subject to discipline up to and including termination. However, the failure of an employee to notify his supervisor or the

Superintendent of having been so charged shall result in that employee being recommended for termination by the Superintendent.

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

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

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

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

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

Date Adopted: June 12, 2007

Last Revised:

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

CERTIFICATION

I, hereby, certify that I have been presented with a copy of the Conway 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 \_\_\_\_\_

Date Adopted: June 12, 2007

Last Revised:

## **8.29 – NONCERTIFIED PERSONNEL VIDEO AND/OR AUDIO SURVEILLANCE**

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

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

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

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

Noncertified staff who vandalize, damage, defeat, disable, or render inoperable any surveillance cameras and equipment, whether temporarily or permanently, shall be subject to appropriate disciplinary action and referral to appropriate law enforcement authorities.

Video and/or audio surveillance records may become a part of a staff member's personnel record, but may not be used for the purpose of evaluating instructional performance.

Date Adopted: June 9, 2009

Last Revised:

## **8.30 – NONCERTIFIED PERSONNEL REDUCTION IN FORCE**

### **Definitions:**

Reduction in Force (RIF) – As used in this policy will mean district –wide reduction in non- certified staff members.

Years of Service – Years of service as used in this policy will refer to the employee’s total years of experience in the district.

Attrition – Attrition is defined as a position left vacant when a non-certified employee voluntarily resigns, retires, or is dismissed from the district.

### **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 to determine 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 to meet 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 non-certified 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 service will be laid off first. The employee with the most years of service 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 in 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 displace any other employee. This specifically does not allow a certified employee who might wish to assume a non-certified position to displace a non-certified employee.

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

If 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 one year. The non-renewed employee shall be recalled for a period of one year 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 RIFed employee.

## **Section Two**

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.

Legal Reference: A.C.A. § 6-17-2406

Date Adopted: Nov. 8, 2005

Last Revised: May 12, 2009

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

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

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

Legal Reference: A.C.A. § 6-17-2301

Date Adopted: June 12, 2007

Last Revised:

## **8.32 – NONCERTIFIED PERSONNEL ASSIGNMENTS**

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

Date Adopted: June 12, 2007

Last Revised:

### **8.33 – NONCERTIFIED PERSONNEL SCHOOL CALENDAR**

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

The Conway School District shall operate by the following calendar.

Legal Reference: A.C.A. § 6-17-2301

Date Adopted: June 12, 2007

Last Revised:

## **8.34 – NONCERTIFIED PERSONNEL STAFF FRINGE BENEFITS**

A one time bonus payment shall be paid to all full-time staff members who have terminated employment in the Conway School District and meet all requirements for retirement under the Arkansas Teacher Retirement System/State Employees Retirement System. The computation for such bonus payment shall be developed by the superintendent's office and approved by the Board of Education.

A lifetime athletic pass shall be given to all full time classified staff members who have terminated employment in the Conway School District and meet all requirements for retirement under the Arkansas Teacher Retirement System/State Employees Retirement System.

Staff should have a fringe benefit of being allowed to enroll their children in any elementary school of their choice provided that the school is not at its maximum number.

Date adopted: June 12, 2007

Last Revised:

## **8.34a – NONCERTIFIED PERSONNEL STAFF RETIREMENT FRINGE BENEFIT FORMULA**

A one time retirement bonus payment shall be computed using the following formula:

\$10.00 x no. of school years in Conway Public Schools

\$10.00 x no. of unused sick leave days

Upon full retirement from the Conway Public Schools in accordance with the rules and guidelines of the Arkansas Teacher Retirement System an employee will be paid \$10.00 for each unused sick leave day. This one-time payment will occur after the employee's last day of employment. Payment for sick leave days will be credited to the employee's primary position only (the primary position is defined as the position that requires the employee to work the most hours). In addition, the employee will receive \$10.00 for each year of experience that he/she worked in his/her primary position.

An employee will qualify to be paid \$35.00 per unused full sick leave day for his/her primary position if he/she meets the following qualifications: (1) has worked twenty-five (25) hours or more per week in the Conway Public Schools for at least 10 years, and (2) has at least 90 days of accumulated unused sick leave. If the employee meets both of these conditions, he/she will be reimbursed at the rate of \$35.00 for each unused sick day.

In the case of the death of an employee of the Conway Public Schools, the employee's estate will be paid the amount that the employee would have received under the same terms and conditions as if he/she had fully retired.

Date Adopted: June 12, 2007

Last Revised: April 19, 2011

## **8.35 – NONCERTIFIED PERSONNEL RESIGNATIONS**

A noncertified employee must submit written notification of a resignation to the immediate supervisor and superintendent at least 10 working days prior to their final day of employment.

Date Adopted: June 12, 2007

Last Revised:

## **8.36 – 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—MEGAN'S LAW and it is the responsibility of district staff to know and understand the policy and, to the extent requested aid school administrators in enforcing the restrictions placed on campus access to Level 3 and Level 4 sex offenders.

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

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

Date Adopted:     April 8, 2008  
Last Revised:     May 12, 2009

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

It is the statutory duty of noncertified school district employees who are mandatory reporters 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: May 12, 2009

Last Revised:

## **8.39 – NONCERTIFIED PERSONNEL WORKPLACE INJURIES and WORKERS' COMPENSATION**

The district provides Workers' Compensation Insurance, as required by law. Employees who sustain any injury at work must immediately notify their immediate supervisor and the district administrative secretary in charge of insurance and benefits at the district administration building. Within five calendar days the injured employee must fill out the Workers' Compensation State Report of Accident Form N and the Conway Public Schools Report of Accident Form and send to the district administrative secretary in charge of insurance and benefits at the district administration building. While many injuries will require no medical treatment or time lost at work, should the need for treatment arise later, it is important that there be a record that the injury occurred. All employees have a duty to provide information and make statements as requested for the purposes of the claim assessment and investigation.

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

Workers' Compensation absences may be designated as FMLA absences when the criteria are met under FMLA for a serious health condition.

An employee who is absent from work due to a workplace injury or receiving temporary disability benefits due to a Workers' Compensation claim will utilize any sick leave accumulation he or she may have to bring the total amount of combined income up to 100% of usual contracted pay. No employee may realize a net compensation gain from a combination of Workers' Compensation benefits and sick leave in excess of contracted pay. Sick leave days used for workplace injuries will not be restored to the employee.

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

Date Adopted: April 15, 2010

Last Revised