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**CLASSIFIED PERSONNEL**

## 8.1—CLASSIFIED PERSONNEL SALARY SCHEDULE

JOB TITLE	BASE	1	2	3	4	5	6	7	8	9	10
									Code:GCAAA		
12 MONTH											
Bookkeeper	26,960.53	27,310.53	27,660.53	28,010.53	28,360.53	28,710.53	29,060.53	29,410.53	29,760.53	30,110.53	30,460.53
Secretary	22,138.75	22,438.75	22,738.75	23,038.75	2,338.75	23,638.75	23,938.75	24,238.75	24,538.75	24,838.75	25,138.75
Admin. Secretary	25,923.59	26,223.59	26,523.59	26,823.59	27,123.59	27,423.59	27,723.59	28,023.59	28,323.59	28,623.59	28,923.59
Dist. Treasurer	3,110.83	3,160.83	3,210.83	3,260.83	3,310.83	3,360.83	3,410.83	3,460.83	3,510.83	3,560.83	3,610.83
Fed. Prog. Secretary	22,501.68	22,801.68	23,101.68	23,401.68	23,701.68	24,001.68	24,301.68	24,601.68	24,901.68	25,201.68	25,501.68
APSCN Coordinator	3,110.83	3,160.83	3,210.83	3,260.83	3,310.83	3,360.83	3,410.83	3,460.83	3,510.83	3,560.83	3,610.83
Maint. Supervisor	23,849.70	24,149.70	24,449.70	24,749.70	25,049.70	25,349.70	25,649.70	25,949.70	26,249.70	26,549.70	26,849.70
Maint. Helper	15,554.15	15,754.15	15,954.15	16,154.15	16,354.15	16,554.15	16,754.15	16,954.15	17,154.15	17,354.15	17,554.15
Bus Mechanic	26,545.76	26,845.76	27,145.76	27,445.76	27,745.76	28,045.76	28,345.76	28,645.76	28,945.76	29,245.76	29,545.76
Custodian	17,109.57	17,409.57	17,709.57	18,009.57	18,309.57	18,609.57	18,909.57	19,209.57	19,509.57	19,809.57	20,109.57
LCC Custodian	13,635.81	13,685.81	13,735.81	13,785.81	13,835.81	13,885.81	13,935.81	13,985.81	14,035.81	14,085.81	14,135.81
Food Service Director	24,575.56	24,775.56	24,975.56	25,175.56	25,375.56	25,575.56	25,775.56	25,975.56	26,175.56	26,375.56	26,575.56
Board Secretary	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00
Due Process Clerk	18,834.00	19,134.00	19,434.00	19,734.00	2,034.00	20,334.00	20,634.00	20,934.00	21,234.00	21,534.00	21,834.00
Nurse-LPN	28,876.80	28,876.80	28,876.80	28,876.80	28,876.80	28,876.80	28,876.80	28,876.80	28,876.80	28,876.80	28,876.80
9 MONTH											
Teacher's Aide	13,480.20	13,680.20	13,880.20	14,080.20	14,280.20	14,480.20	14,680.20	14,880.20	15,080.20	15,280.20	15,480.20
Preschool Aide**	16,591.10	16,691.10	16,791.10	16,891.10	16,991.10	17,091.10	17,191.10	17,291.10	17,391.10	17,491.10	***18,900.00
Computer Lab.	15,554.15	15,754.15	15,954.15	16,154.15	16,354.15	16,554.15	16,754.15	16,954.15	17,154.15	17,354.15	17,554.15
Head Cook	11,821.16	11,971.16	12,121.16	12,271.16	12,421.16	12,571.16	12,721.16	12,871.16	13,021.16	13,171.16	13,321.16
Cook	10,317.59	10,467.59	10,617.59	10,767.59	10,917.59	11,067.59	11,217.59	11,367.59	11,517.59	11,667.59	11,817.59
Bus Driver*	4,562.55	4,612.55	4,662.55	4,712.55	4,762.55	4,812.55	4,862.55	4,912.55	4,962.55	5,012.55	5,062.55
Nurse-RN-183 days	23,526.48	23,526.48	23,526.48	23,526.48	23,526.48	23,526.48	23,526.48	23,526.48	23,526.48	23,526.48	23,526.48
The nurse's pay will be based on \$16.07 per hour for RN and \$15.04 per hour for LPN times 8 hours, times number of days worked.											
*Fitzhugh route will be 1.3 X salary. The Gregory route will be 1.45 X salary.											
**Aides with an Associates Degree will receive a \$500.00 stipend.											
***Amended 9/10/2007 due to grant requirements											
Approved 6/14/2010											

For the purposes of this policy, an employee must work all of the number of their regularly assigned annual work days to qualify for a step increase.

Bus drivers will receive their regular salary (pro-rated) for after school hours trips.

Legal Reference: A.C.A. § 6-17-2301

Date Adopted: July 23, 2012

Last Revised: April 28, 2011

## **8.2— CLASSIFIED PERSONNEL EVALUATIONS**

Classified personnel may be periodically evaluated.

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

### **Salary Schedule**

#### **Substitute Teachers**

Substitute teachers are paid a daily rate set by the Board.

- a. \$55.00 for a non-certified teacher (full day, 7 hours)\*\*
- b. \$60.00 for a certified teacher (full day, 7 hours)\*\*
- c. Pay for partial days will be pro-rated to the number of hours worked.
- d. The principal will select from the available list, the substitute with the most training and experience.
- e. Substitute teachers will be paid by the district for teachers attending meetings as designated representatives of the school.
- f. Teacher aides will be used as substitutes only as a last resort – district will pay.
- g. \$58.00 for custodian substitute (full day, 8 hours)\*\*
- h. \$43.50 for cafeteria substitute (full day, 6 hours)\*\*

#### **Pay Scheduled – All Personnel**

Payday will be the last working day of the month

Cut-off for payroll will be 10 days prior to payday.\*\*

Beginning with the 2005SY all classified personnel will receive 12 pays per year, beginning in August and receiving 2 checks in June.

Legal Reference: A.C.A. § 6-17-2301

Date Adopted: July 23, 2012

Last Revised: April 28, 2011

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

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

Date Adopted: July 23, 2012

Last Revised: April 28, 2011

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

### **Scope of Policy**

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

### **Methods of Testing**

The collection, testing methods and standards shall be determined by the agency or other medical organizations chosen by the School Board to conduct the collection and testing of samples. The drug and alcohol testing is to be conducted by school nurse pursuant to the most recent guidelines issued by the United States Department of Health and Human Services for such facilities.

### **Definition**

Safety sensitive function includes:

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

### **Requirements**

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

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

### **Prohibitions**

- A. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater;

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

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

### **Testing for Cause**

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

### **Refusal to Submit**

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

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

### **Consequences for Violations**

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



employment shall be taken in relation to their inability to perform these functions and could include termination or non-renewal of their contract of employment.

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

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Last Revised: April 28, 2011

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

### **Definitions**

1. “Employee” is a full-time employee of the District.
2. “Sick Leave” is absence from work due to illness, whether by the employee or a member of the employee’s immediate family, or due to a death in the family. The principal shall determine whether sick leave will be approved on the basis of a death outside the immediate family of the employee.
3. “Current Sick Leave” means those days of sick leave for the current contract year, which leave is granted at the rate of one day of sick leave per contracted month, or major part thereof.
4. “Accumulated Sick Leave” is the total of unused sick leave, up to a maximum of ninety (90) days accrued from previous contract, but not used.
5. “Immediate family” means an employee’s spouse, child, parent, or any other relative provided the other relative lives in the same household as the employee.

### **Sick Leave**

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

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

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

Excessive absenteeism, whatever the cause, to the extent that the employee is not carrying out his assigned duties to an extent that the education of students is substantially adversely affected (at the determination of the principal or Superintendent) may result in dismissal.

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

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

## **Vacation**

Each employee on per annum employment shall earn ten days vacation per year. This vacation does not apply to employees on nine, ten, or eleven months contracts.

Vacation is to be taken at some scheduled time, which must be approved by the superintendent. A maximum of 2 consecutive days will be allowed while students are in session. In case of termination of employment for any reason, the employee shall be paid for accumulated vacation leave. New employees shall not be eligible for annual leave until one full year of service has been completed.

Vacation days will accumulate up to 20 days.

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Last Revised: April 28, 2011

## **8.6—SICK LEAVE TRANSFER— CLASSIFIED EMPLOYEES \***

Policy Name: Sick Leave Transfer

In accordance with Act 791 of 1989 "An Act to Amend Arkansas Code 6-17-1208 to Authorize School Districts to Establish Sick Leave Pools or Banks; And For Other Purposes."

The Augusta School District shall allow its classified employees to establish authorization to transfer sick leave from one school employee to another. These sick leave days will become available in the event of long term illness or disability of any classified personnel or family member as defined by School Board Policy Illness.

Use of transferred sick leave days shall be permitted only after the individual has used all of his/her accumulated sick leave. The individual will then submit a written request to the superintendent accompanied by a physician's statement specifying the extent of the injuries or illness and the approximate length of absence from school duties.

### A. Utilization

1. Used only after participating employee's accumulated sick days have been exhausted.
2. Used only for long term illness or disability.
3. Shall not be required to replace the sick leave days.
4. Each request will be made to the superintendent's office on a sick leave form along with the physician's statement.
5. Alleged misuse of the sick leave may warrant the employee being required to repay the money by the end of that fiscal year.
6. If a member is incapacitated, the PPC may transact necessary sick leave action.

### **Spousal Donations**

District employees who are husband and wife are eligible to utilize each other's sick leave. Written permission must be received for each day of donated sick leave. If the employees are paid at different rates of pay, the lesser rate of pay shall be used for the purpose of the donated sick leave days.

Legal Reference: A.C.A. § 6-17-1306

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## **8.7—CLASSIFIED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE**

### **Personal Leave**

For the district to function efficiently and have the necessary personnel present to effect a high achieving learning environment, employee absences need to be kept to a minimum. The district acknowledges that there are times during the school year when employees have personal business that needs to be addressed during the school day. Each full-time employee shall receive two (2) days of personal leave per contract year. Unused personal days shall roll over into sick days.

Employees shall take personal leave or leave without pay for those absences which are not related to their job duties and do not qualify for other types of leave (for sick leave see Policy 3.9, for professional leave see below).

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

1. Meetings and conferences related to job duties.

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

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

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

Unused personal leave does not accumulate from one contract year to the next and is rolled into sick days.

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

### **Professional Leave**

“Professional Leave” is leave granted for the purpose of enabling an employee to participate in professional activities which can serve to the employee's ability to perform his duties. Professional leave will also be granted when a school district employee is subpoenaed for a matter arising out of the employee's employment with the school district. Any employee seeking professional leave must make a written request to his immediate supervisor, setting forth the information necessary for the supervisor to make an informed decision. The

supervisor's decision is subject to review and overruling by the superintendent. Budgeting concerns and the potential benefit for the district's students will be taken into consideration in reviewing a request for professional leave.

Applications for professional leave should be made as soon as possible following the employee's discerning a need for such leave, but, in any case, no less than two five (5) working days before the requested leave is to begin, if possible.

Legal Reference: A.C.A. § 6-17-211

Date Adopted: July 23, 2012

Last Revised: April 28, 2011

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

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

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

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

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

Date Adopted: July 23, 2012  
Last Revised: April 28, 2011

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

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

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

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

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

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

Date Adopted: July 23, 2012

Last Revised: April 28, 2011



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

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

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

Date Adopted: July 23, 2012

Last Revised: April 28, 2011

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

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

### **Definitions**

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

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

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

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

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

### **Employment Relationships**

1. The District does not have an employment relationship in the following instances.
2. Between the District and student teachers;
3. Between the District and its students;
4. Between the District and individuals who as a public service volunteer or donate their time to the District without expectation or promise of compensation.

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

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

## **Hours Worked**

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

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

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

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

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

## **Breaks and Meals**

Each employee working more than 20 hours per week shall be provided two, paid, 15-minute duty free breaks per workday. The time of these breaks will be assigned by building principal or superintendent.

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

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

## **Overtime**

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

Employees working two or more jobs for the District at different rates of pay shall be paid overtime at a weighted average of the differing wages. This shall be determined by dividing the total regular remuneration for all hours worked by the number of hours worked in that week to arrive at the weighted average. One half that rate is then multiplied times the number of hours worked over 40 to arrive at the overtime compensation due.<sup>5</sup>

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

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

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

### **Overtime Authorization**

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

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

### **Leave Requests**

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

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

## **Record Keeping and Postings**

The District shall keep and maintain records as required by the FLSA for the period of time required by the act.

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

## **Cooperation with Enforcement Officials**

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

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

### Legal References:

- 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: July 23, 2012

Last Revised: April 28, 2011

## **8.12— CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT**

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

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

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

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

Date Adopted: July 23, 2012

Last Revised: April 28, 2011

### **8.13— CLASSIFIED PERSONNEL EMPLOYMENT**

All prospective employees must fill out an application form provided by the District, in addition to any resume provided, all of 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 Augusta 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: July 23, 2012

Last Revised: April 28, 2011

## 8.14— CLASSIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES

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

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

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

### General Policies on Travel

1. The board of education, recognizing the necessity for school personnel to make trips on school business, hereby establishes the following policies with respect to school travel.
  - a. Travel funds shall be set up in the budget to pay for authorized trips of administrators, teacher, and other personnel.
  - b. All travel by school personnel must be approved by the superintendent of schools
  - c. Pay for substitute teachers replacing teacher away on school business will be paid by the district. It shall be the responsibility of the superintendent to determine what constitutes school business.
  - d. The board of education shall approve in advance:
    1. All out-of-state travel
    2. All travel expenses in excess of travel funds set up in the budget, or for which no funds have been included in the budget.
  - e. The superintendent shall have authority to approve all other travel subject to the following conditions:
    1. Approval must be given before trip is made
    2. Funds must be available in the budget to pay for the trip.
2. Travel Procedures – Any school personnel desiring to make a trip on school business shall follow the procedures outlined below:
  - a. File a written application, using the official form, with the principal or other administrator in charge one week in advance of the date of the trip. The principal or director will either deny the



request or recommend approval of the request to the superintendent (except that he may not approve travel in excess of the budgeted travel funds).

- b. File an expense statement with the principal or director showing actual expenses immediately after making a trip. Use form provided. Attach as much evidence as possible, such as hotel receipts, proof of attendance, etc. List out-of-pocket expenditures if any. The principal shall forward the expense statement to the superintendent who shall authorize the bookkeeper to make payment. The bookkeeper shall then make payment and charge the expense to the proper account.

### 3. Travel Regulations

- a. School business shall be interpreted to mean travel that is directly connected with the local school program. In case of questionable trips an arrangement may be made whereby a teacher or professional organization will pay the cost of substitute teachers or other expenses as mutually agreed upon.
- b. Travel reimbursement may not exceed the following:
  - 1. The amount originally approved
  - 2. Actual expenses
  - 3. Meal reimbursements will be at a maximum rate of \$30.00 per day for overnight trips . Itemized receipts must be submitted with expense forms.
  - 4. Mileage rate is \$.425 per mile.
  - 5. Proof of attendance must be provided
- c. The superintendent will give final approval on all travel after it has been tentatively approved by the principal.
- d. Travel under Federal Programs shall be handled in the same manner as outlined herein.
- e. Documentation of travel is required before reimbursements are made.

Date Adopted: July 23, 2012

Last Revised: April 28, 2011

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

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

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

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

Date Adopted: July 23, 2012

Last Revised: April 28, 2011

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

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

Date Adopted: July 23, 2012

Last Revised: April 28, 2011

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

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

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

1. Using students for preparation or dissemination of campaign materials;
2. Distributing political materials;
3. Distributing or otherwise seeking signatures on petitions of any kind;
4. Posting political materials; and
5. Discussing political matters with students, in or out of the classroom, in other than circumstances appropriate to the employee's responsibilities to the students and where a legitimate pedagogical reason exists.
6. A petition for any cause may not be circulated in any school building without the approval of the Superintendent.

Date Adopted: July 23, 2012

Last Revised: April 28, 2011

## **8.18— CLASSIFIED PERSONNEL DEBTS**

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

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

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

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

Date Adopted: July 23, 2012

Last Revised: April 28, 2011

## 8.19— CLASSIFIED PERSONNEL GRIEVANCES

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

### **Definitions**

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

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

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

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

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

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

### **Process**

Level One: An employee who believes that he/she has a grievance shall inform that employee’s immediate supervisor that the employee has a potential grievance and discuss the matter with the supervisor within five working days of the occurrence of the grievance. The supervisor shall offer the employee an opportunity to have a witness or representative who is not a member of the employee’s immediate family present at their conference. (The five-day requirement does not apply to grievances concerning back pay.) If the grievance is not advanced to Level Two within five working days following the conference, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

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

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

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

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

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

The school board will address the grievance at the next regular meeting of the school board, unless the employee agrees in writing to an alternate date for the hearing. After reviewing the Level Two Grievance Form and the superintendent's reply, the board will decide if the grievance, on its face, is grievable under district policy. If the grievance is presented as a "group grievance," the Board shall first determine if the composition of the group meets the definition of a "group grievance." If the Board determines that it is a group grievance, the Board shall then determine whether the matter raised is grievable. If the Board rules the composition of the group does not meet the definition of a group grievance, or the grievance, whether group or individual, is not grievable, the matter shall be considered closed. (Individuals within the disallowed group may choose to subsequently refile their grievance as an individual grievance beginning with Level One of the process.) If the Board rules the grievance to be grievable, they shall immediately commence a hearing on the grievance. All parties have the right to representation by a person of their own choosing who is not a member of the employee's immediate family at the appeal hearing before the Board of Directors. The employee shall have no less than 90 minutes to present his/her grievance, unless a shorter period is agreed to by the employee, and both parties shall have the opportunity to present and question witnesses. The hearing shall be open to the public

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

### **Records**

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

### **Reprisals**

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

Legal References: ACA § 6-17-208, 210

Date Adopted: July 23, 2012

Last Revised: April 28, 2011



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

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

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

Classified Personnel Policy grievance is based upon:

\_\_\_\_\_

Grievance (be specific):

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

What would resolve your grievance? \_\_\_\_\_

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

Supervisor's Response

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

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

Date Adopted: July 23, 2012

Last Revised: April 28, 2011

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

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

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

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

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

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

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

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

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

Employees who believe they have been subjected to sexual harassment are encouraged to file a complaint by contacting their immediate supervisor, administrator, or Title IX coordinator who will assist them in the

complaint process. Under no circumstances shall an employee be required to first report allegations of sexual harassment to a school contact person if that person is the individual who is accused of the harassment. To the extent possible, complaints will be treated in a confidential manner. Limited disclosure may be necessary in order to complete a thorough investigation.

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

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

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

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

Date Adopted: July 23, 2012

Last Revised: April 28, 2011

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

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

Date Adopted: July 23, 2012

Last Revised: April 28, 2011

## 8.22— CLASSIFIED PERSONNEL COMPUTER USE POLICY

The Augusta 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

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Last Revised: April 28, 2011

## 8.22F—CLASSIFIED PERSONNEL INTERNET USE AGREEMENT

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

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

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

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

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

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

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

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

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

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

Date Adopted: July 23, 2012

Last Revised: April 28, 2011

## 8.23—CLASSIFIED 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 a undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; 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) a military medical treatment facility as an outpatient; or
- B) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

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 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; and

4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.
5. Because of any qualifying exigency 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.
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.<sup>3</sup>

### **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**<sup>4</sup>

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;

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

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

No second or third opinion on recertification may be required.

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

When an employee takes sick leave, the district shall determine if the leave qualifies for FMLA leave. The district may request additional information from the employee to help make the applicability<sup>5</sup>determination. If the leave qualifies under the FMLA, the district will notify the employee, either orally or in writing<sup>6</sup>, of the decision within two workdays. If the leave is intermittent or on a reduced schedule as defined in this policy and the circumstances of the leave don't change, the district is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave. To the extent the employee has accrued paid leave, any leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave.

### **Concurrent Leave**

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

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

### **Health Insurance Coverage**

The district shall maintain coverage under any group health plan for the duration of FMLA leave the employee takes at the level and under the conditions coverage would have been provided if the employee had continued in active employment with the district. The employee remains responsible for any portion of premium payments customarily paid by the employee. When on unpaid FMLA leave, it is the employee's responsibility to submit 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<sup>7</sup> during FMLA leave of their current status and intent to return to work.

### **Return to Work**

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

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

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

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

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

Eligible employees may take intermittent or reduced schedule leave due to reasons 3, 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Treatment for purposes of paragraph (a) of this section includes (but is not limited to) examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations. Under paragraph (a)(2)(i)(B), a regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a

health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.

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

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

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

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

Date Adopted: July 23, 2012

Last Revised: April 28, 2011



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

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

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

Date Adopted: July 23, 2012

Last Revised: April 28, 2011

## **8.25— CLASSIFIED 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 phones and/or computers for non-school purposes, except as permitted by the district's Internet/computer use policy, shall be subject to discipline, up to and including termination.

All employees are forbidden from using school issued cell phones while driving any vehicle at any time. Violation may result in disciplinary action up to and including termination.

Date Adopted: July 23, 2012

Last Revised: April 28, 2011

## 8.26—CLASSIFIED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

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

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

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

A school principal or his or her designee who receives a credible report or complaint of bullying shall promptly investigate the complaint or report and make a record of the investigation and any action taken as a result of the investigation.

### **Definitions:**

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

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

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

**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 comments "compliments" about another student's personal appearance or actual or perceived attributes,
2. Pointed questions intended to embarrass or humiliate,
3. Mocking, taunting or belittling,
4. Non-verbal threats and/or intimidation such as "fronting" or "chesting" a person,
5. Demeaning humor relating to a student's race, gender, ethnicity or actual or perceived attributes,
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: July 23, 2012

Last Revised: April 28, 2011

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

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

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

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

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

Date Adopted: July 23, 2012

Last Revised: April 28, 2011

## **8.28— DRUG FREE WORKPLACE - CLASSIFIED PERSONNEL**

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

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

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

An employee living on campus or on school owned property is permitted to possess alcohol in his/her residence. The employee is bound by the restrictions stated in this policy while at work or performing his/her official duties.

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

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

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

Any employee who is charged with a violation of any state or federal law relating to the possession, use or distribution of illegal drugs, other controlled substances or alcohol, or of drug paraphernalia, must notify his 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: July 23, 2012

Last Revised: April 28, 2011



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

CERTIFICATION

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

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

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

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

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

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

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

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

Date Adopted: July 23, 2012

Last Revised: April 28, 2011

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

### **SECTION ONE**

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

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

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

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

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

Pursuant to any reduction in force brought about by consolidation or annexation and as a part of it, the salaries of all employees will be brought into compliance, by a partial RIF if necessary, with the receiving district's salary schedule. Further adjustments will be made if length of contract or job assignments change.<sup>1</sup> A Partial RIF may also be conducted in conjunction with any job reassignment whether or not it is conducted in relation to an annexation or consolidation.

If an employee is non-renewed under this policy, he or she shall be offered an opportunity to fill a vacancy for which he or she is qualified for a period of up to two (2) years. The non-renewed employee shall be recalled for a period of two (2) years in reverse order of the layoff to any position for which he or she is qualified. Notice of vacancies to non-renewed employees shall be by certified mail and they shall have 10 working days from the

date that the notification is received in which to accept the offer of a position. A lack of response or a non-renewed employee's refusal of a position shall end the district's obligation to replace the laid-off employee.

## **SECTION TWO**

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. § 6-17-2407

Date Adopted: July 23, 2012

Last Revised: April 28, 2011

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

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

A copy of the code is available in the office of the superintendent.

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

Date Adopted: July 23, 2012

Last Revised: April 28, 2011

## **8.32—CLASSIFIED PERSONNEL ASSIGNMENTS**

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

All classified personnel will be recommended for employment and re-employment by the Superintendent. The following guidelines will be followed:

- A. The qualifications of the applicants shall be appraised by an examination consisting of one or more of the following:
  - 1. A rating of experience or training
  - 2. A personal interview
  - 3. An oral or written test
  - 4. A performance or demonstration
- B. Appointments. Each appointee shall receive a letter of appointment showing his salary, job description and other pertinent information as well as a copy of this personnel policy.
- C. Hiring shall be done on the basis of education, training, experience, special skills, and ability to perform the job.

Classified personnel will be employed on a 90-day trial basis. After the 90 days and work is satisfactory, permanent employment may be offered.

Date Adopted: July 23, 2012

Last Revised: April 28, 2011

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

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

The Augusta School District shall operate by the following calendar. (Insert school calendar here.)

Legal Reference: A.C.A. § 6-17-2301

Date Adopted: July 23, 2012  
Last Revised: April 28, 2011

### **8.34—CLASSIFIED PERSONNEL WHO ARE MANDATORY REPORTERS DUTY TO REPORT CHILD ABUSE, MALTREATMENT OR NEGLECT**

It is the statutory duty of Classified 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. § 12-18-107
- A.C.A. § 12-18-201 et seq.
- A.C.A. § 12-18-402

Date Adopted: July 23, 2012

Last Revised: April 28, 2011



### **8.35—RELEASE OF STUDENT’S FREE AND REDUCED PRICE MEAL ELIGIBILITY INFORMATION**

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

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

The superintendent shall designate the staff member(s) responsible for making eligibility determinations. Release of eligibility information to other district staff shall be limited to as few individuals as possible who shall have a specific need to know such information to perform their job responsibilities. Principals, counselors, teachers, and administrators shall not have routine access to eligibility information or status.

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

Legal References: Commissioner’s Memos IA-05-018, FIN 09-041, and IA 99-011

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

Date Adopted: July 23, 2012

Last Revised: April 28, 2011

## **8.36—CLASSIFIED 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, or in the absence of their immediate supervisor notify the next person on the chain of command. 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 all work related injury, unless it is an emergency, you will contact your immediate supervisor and call the "Company Nurse" – 877-247-1451. They have nurses to answer the phone 24 hours a day 7 days a week. The nurse will ask questions concerning the injury. Each call will take about 10 minutes. The nurse will make recommendations about treatment of the injury. You will be given a Call ID number so be sure to have something to write with and on when you call. If it is recommended that you go to the doctor, you will need to provide the clinic or emergency room with the Call ID number. You will want to keep this number for several days in case there is further treatment required. A copy of the information, with the Call ID number, will be sent to the superintendent's office and the clinic. Injured persons will still need to come to the superintendent's office and fill out a Form "N" which must be filed with worker's comp. This is required even if you don't go to the doctor. This can be done after treatment. If the injury is an emergency, you should seek treatment immediately and then contact "Company Nurse."

"Company Nurse" is not to be used for personal injury or illness.

There are posters that have the phone number for the Company Nurse" placed in several locations in all the buildings. Stickers are placed near all phones. All of these will have our school's name and code. The nurse will ask for this information when you call to report an injury.

The Augusta Clinic and the Cotton Plant Clinic will be the Augusta School District's primary, worker's comp provider. The White County Hospital will be the emergency provider. The Form "N" has information concerning changing providers if the injured person wants to make a change. But anyone having a work related injury must use one of our providers first.

Please contact the superintendent's office if you have questions concerning this process. Failure to follow these guidelines could result in worker's comp refusing to pay the claim which would make you responsible for all bills related to the injury.

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 at the rate of 1/3 of a sick leave day for day of absence to bring the total amount of combined income up to 100% of usual contracted pay, unless the employee gives the school district written notice to not use sick leave days in this manner. 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: July 23, 2012

Last Revised: April 28, 2011

## **8.37—CLASSIFIED PERSONNEL BUS DRIVERS DUTIES SCHEDULE**

### Duties and Responsibilities

Bus drivers employed by the district will be responsible to the Superintendent. All bus drivers must have a complete physical examination.

### Days Off

Bus drivers shall be off on all days school is not in session.

### Drug Policy

The Augusta School District will comply with the Omnibus Transportation Employees Act of 1991 dealing with drug testing for all employees whose job performance requires a Commercial Drivers License.

Pursuant to this policy, employees will undergo testing at pre-employment when the Board has reasonable cause to believe an employee has violated the alcohol and drug policy, and on a random basis without notice. Employees are also required to report all injury or damage-related accidents involving school property or personnel during school-related activities and submit to screening within thirty-two (32) hours of a reportable accident.

Violation of these rules, which include testing positive, will subject the employee to discipline, which may include discharge.

Date Adopted: July 23, 2012

Last Revised: April 28, 2011

### **8.38—CLASSIFIED SEPARATION**

If an occasion arises whereby the dismissal of classified personnel during the year while under contract with this school district appears necessary, the following procedure shall be followed:

1. The superintendent shall conduct an investigation for the purpose of determining the facts which give rise to the recommendation for dismissal.
2. If the investigation of the superintendent discloses that a dismissal appear to be warranted, the Board shall hold a hearing on the matter at which time the employee involved shall be given an opportunity to appeal and be heard.
3. After hearing all facts and evidence pertaining to the matter, the Board shall reach a decision with respect to the dismissal.
4. Reasons for Dismissal
  - A. Poor work habits or unsafe practices.
  - B. Objectionable language or conduct around school employees or students.
  - C. Use of intoxicating drinks or other drugs during working hours.
  - D. Unsatisfactory personal appearance.
  - E. Failure to cooperate with immediate supervisor in carrying out assigned tasks.
  - F. Actions that are undependable or unreliable.

Date Adopted: July 23, 2012

Last Revised: April 28, 2011

### **8.39—CLASSIFIED TRANSFER**

The superintendent is authorized to complete transfers as follows:

1. Employees shall be transferred within the organization as is practical to utilize their highest skills.
2. When transfers of personnel are necessitated by organizational changes, every effort shall be made to avoid reductions in pay.
3. In making transfers within the organization, due consideration shall be given to the desires of the employee involved.

Date Adopted: July 23, 2012

Last Revised: April 28, 2011

## **8.40—CLASSIFIED PROMOTION – DEMOTION**

The superintendent may apply the following in employment status:

1. Promotions

Vacated or newly established positions shall be filled, to the fullest extent consistent with efficient operations, by the promotion of qualified employees.

2. Demotions

An employee shall be subject to demotion under the following conditions:

- a. If he has been found unsuited for his present position but may be expected to give satisfactory service in a lower paying position.
- b. If his position has been either abolished or reallocated to a lower pay scale and he cannot be transferred to a position of equal pay. Under such circumstances it shall be clearly indicated on all papers prepared in connection with the demotion that the transaction in no way reflects on the employee's performance or ability, except as indicated in paragraph one.

3. When positions become vacant, persons presently employed by the School District will, if qualified, receive due consideration. As positions become officially open, the vacancies will be posted on the hall bulletin board in the central office building of each school. Classified staff, as well as the general public, are welcome to inspect bulletin boards at any time during office hours.

4. Authority to appoint, promote, transfer, demote, and separate personnel shall be vested in the superintendent of schools. Any such action shall be subject to approval by the board of education.

Date Adopted: July 23, 2012

Last Revised: April 28, 2011

## **8.41—CLASSIFIED WORK SCHEDULE**

Hours of work for all employees shall be determined by the superintendent of schools. Beginning and ending hours for clerical, secretarial, bookkeeping, transportation, maintenance and custodial employees may vary during different season, but an eight hour day, five days each week, during a calendar month, shall be the basic work month.

Date Adopted: July 23, 2012

Last Revised: April 28, 2011



## **8.42—CLASSIFIED RETIREMENT**

Employees shall be allowed to work so long as they show satisfactory work in their position and are physically and mentally capable of carrying out the responsibility of their position.

Date Adopted: July 23, 2012

Last Revised: April 28, 2011

## **8.43—CLASSIFIED REEMPLOYMENT**

Classified employees contracts will normally be acted upon at the last meeting in April. All offers to renew contracts will expire if not signed and returned to the Superintendent's office within thirty (30) days of issue.

If an occasion arises whereby the non-renewal of a classified employee appears necessary, the Superintendent shall conduct an investigation for the purpose of determining the relevant facts.

If the recommendation is found to be warranted, the employee shall be informed in writing that a recommendation of non-renewal of his/her contract will be presented to the Board.

Date Adopted: July 23, 2012

Last Revised: April 28, 2011

**AUGUSTA SCHOOL DISTRICT  
JOB DESCRIPTION  
TITLE: DISTRICT BOOKKEEPER/TREASURER**

**Reports To:** Superintendent

**Primary Function:**

Perform the duties of bookkeeper/treasurer required by and under the supervision of the superintendent of schools.

**Major Responsibilities:**

- Perform general secretarial, clerical and bookkeeping duties
- Assume responsibility for some writing assignments as directed.
- Keep current statistical information.
- Be responsible for any special assignment as directed.
- Act as liaison with school key communicators.
- Handle official correspondence of the superintendent's office.
- Keep an accurate and up-to-date bookkeeping record of all income and expenditures of the school district.
- Be responsible for the monthly payroll of the district employees.
- Perform any other service or duty assigned by the superintendent.
- Perform all bookkeeping duties necessary to carry out the district programs.
- Help keep up to date all necessary forms for the central office.
- Be knowledgeable in processes and procedures in APSCN (State Reporting System)
- Be responsible for paying district vendor checks
- Submit reports to State in a timely manner.
- Balance bank statement
- Maintain employee attendance records in APSCN
- Submit and check for accuracy Cycle Pulls as required
- Attend professional development meetings as needed.

**Comments:**

*This job description is intended to be representative of the work performs by employees in this position and is not all-inclusive. The omission of a specific duty or responsibility will not preclude it from the position if the work is similar, related or a logical extension of position responsibilities as defined by the supervisor.*

Date Adopted: July 23, 2012

Last Revised: April 28, 2011

**AUGUSTA SCHOOL DISTRICT**

## **JOB DESCRIPTION**

### **TITLE: SECRETARY TO THE SUPERINTENDENT**

**Reports To:** Superintendent

#### **Primary Function:**

Perform the duties of secretary required by and under the supervision of the superintendent of schools.

#### **Major Responsibilities:**

- Perform general secretarial, clerical, and bookkeeping duties, which include receiving and handling telephone calls, dictation, transcription, filing, scheduling appointments, and etc.
- Requisition all supplies
- Proofread, correct and assemble any special publications such as written by the superintendent
- Assume responsibility for some writing assignments as directed.
- Keep current statistical information
- Be responsible for any special assignment as directed.
- Act as liaison with key school communicators.
- Handle official correspondence of the superintendent's office
- Establish and maintain personnel records on all district employees.
- Receive and transmit to the proper departments all request for supplies and materials to be distributed to the schools.
- Type and send out board material for monthly meetings.
- Help keep up to date all necessary forms for the central office.
- Be knowledgeable in processes and procedures in APSCN (State Reporting System)
- Be responsible for payment of activity expenses.
- Maintain a professional behavior
- Attend professional development meetings as needed.

#### **Comments:**

*This job description is intended to be representative of the work performs by employees in this position and is not all-inclusive. The omission of a specific duty or responsibility will not preclude it from the position if the work is similar, related or a logical extension of position responsibilities as defined by the supervisor.*

Date Adopted: July 23, 2012

Last Revised: April 28, 2011

**AUGUSTA SCHOOL DISTRICT**

**JOB DESCRIPTION**  
**TITLE: SMS ASPCN COORDINATOR**

**Reports To:** Superintendent

**Primary Function:**

Provide training and assistance to SMS users in APSCN

**Major Responsibilities:**

- Keep update on changes and procedures in APSCN
- Train new SMS users in APSCN
- Assist current SMS users as needed
- Print reports as needed
- Attend professional development training as needed.

**Comments:**

*This job description is intended to be representative of the work performs by employees in this position and is not all-inclusive. The omission of a specific duty or responsibility will not preclude it from the position if the work is similar, related or a logical extension of position responsibilities as defined by the supervisor.*

Date Adopted: July 23, 2012

Last Revised: April 28, 2011

**AUGUSTA SCHOOL DISTRICT**  
**JOB DESCRIPTION**

**TITLE: DUE PROCESS CLERK**

**Reports To:** LEA Special Education Supervisor, Building Principals, and Superintendent

**Primary Function:**

Perform the duties of Due Process as required

**Major Responsibilities:**

- Maintain records in the Special Ed. module of APSCN
- Assist special education teachers as needed
- Check for accuracy all reports submitted to the State
- Maintain special education files
- Must be detailed-oriented and self-motivated
- Must have a basic knowledge of computers
- Set up conferences with parents, teacher, administration, etc, as needed.
- Perform basic secretarial skills, such as filing, typing, etc.
- Maintain professional relationship with colleagues, students, parents, and community members.
- Maintain strict confidentiality concerning all records.

**Comments:**

*This job description is intended to be representative of the work performs by employees in this position and is not all-inclusive. The omission of a specific duty or responsibility will not preclude it from the position if the work is similar, related or a logical extension of position responsibilities as defined by the supervisor.*

Date Adopted: July 23, 2012

Last Revised: April 28, 2011

## **TITLE: FOOD SERVICE DIRECTOR**

**Reports To:** Superintendent

### **Primary Function:**

Cooperate with superintendent, school principals, and faculty in planning, developing and utilizing the school food service department, to provide positive learning experiences for students and food service employees.

### **Major Responsibilities:**

- Oversee the operation of the lunchroom programs.
- Assist in the preparation and serving of meals.
- Determine quantities of food needed and instruct employees in quantities to be expected.
- Prepare orders for foods needed to meet menu requirements.
- Prepare daily meal reports - number of meals served, paid lunches, free lunches, milk reports, daily production sheets and costing of meal reports, etc.
- Check all menus carefully to be sure that type “A” lunch requirements are met.
- Report to superintendent any repairs needed on equipment or any replacements needed so that proper procedures may be followed.
- Work with principal and cooks to improve food service in the school.
- Keep state and federal reports connected with the lunch program.
- Prepare and type menus and other reports as required by state and federal law.
- Perform any other duties as directed by the superintendent.
- Act as a liaison person for the cafeteria workers, school staff, principal, and students to the superintendent of schools.
- Call substitutes as needed
- Basic knowledge of computers

### **Comments:**

*This job description is intended to be representative of the work performed by employees in this position and is not all-inclusive. The omission of a specific duty or responsibility will not preclude it from the position if the work is similar, related or a logical extension of position responsibilities as defined by the supervisor.*

Date Adopted: July 23, 2012

Last Revised: April 28, 2011

## **AUGUSTA SCHOOL DISTRICT JOB DESCRIPTION**

**TITLE: LUNCH ROOM MANAGER**

**Report To:** Food Service Director

**Primary Function:**

Cooperate with superintendent, school principals, food service director, and faculty in the operation of the school food service department, to provide positive experiences for pupils and food service employees.

**Major Responsibilities:**

- Oversee the operation of the kitchen to which assigned.
- Assist in the preparation and serving of meals.
- Check all deliveries of foods and equipment to be sure that all merchandise is received in good condition.
- Make monthly inventories of all supplies on hand.
- Report to Food Service Director any repairs needed on equipment or any replacements needed so that proper procedures may be followed.
- Work with superintendent, principal, Food Service Director, and cooks to improve food service in the school.
- Perform any other duties as directed by the superintendent or Food Service Director.
- Keep state and federal reports connected with the lunch program.

**Comments:**

*This job description is intended to be representative of the work performs by employees in this position and is not all-inclusive. The omission of a specific duty or responsibility will not preclude it from the position if the work is similar, related or a logical extension of position responsibilities as defined by the supervisor.*

Date Adopted: July 23, 2012

Last Revised: April 28, 2011



**TITLE: SUBSTITUTE TEACHER**

**Reports To:** Building Principal

**Primary:**

The goal of the substitute teacher is to enable each student to pursue his education as smoothly and completely as possible in the absence of his/her regular teacher.

**Major Responsibilities:**

- Reports to the principal upon arrival fifteen minutes before the official school opening.
- Reviews with the principal all plans and schedules to be followed during the teaching day.
- Assumes responsibility for overseeing student behavior in class and during lunch, recess, and activity periods.
- Writes a note about work complete at the end of each teaching day, and leaves it for the regular classroom teacher.
- Remains in the assigned classroom until the official school closing.
- Reports to the building principal at the conclusion of the teaching day and verifies whether or not his services will be required on the next teaching day.
- Performs all the extra duties assigned to the regular teacher.

**Comments:**

*This job description is intended to be representative of the work performs by employees in this position and is not all-inclusive. The omission of a specific duty or responsibility will not preclude it from the position if the work is similar, related or a logical extension of position responsibilities as defined by the supervisor.*

Date Adopted: July 23, 2012

Last Revised: April 28, 2011

**TITLE: SECRETARY TO PRINCIPAL**

**Reports To:** Principal

**Primary Function:**

Perform general office work, filing, typing, required by and under the supervision of the school principal.

**Major Responsibilities:**

- General clerical work.
- Receptionist.
- Type and distribute memos.
- Make and file lunchroom reports to food service director.
- Type daily announcements.
- Record daily absentees in APSCN (State Reporting System)
- Maintain records of placement of students - for student schedule change.
- Record personnel and professional teacher absences.
- Transmit communications between the principal's office and the central office.
- Place teacher's mail in their mailbox.
- Responsible for official correspondence of the school.
- Keep an accurate file of all school inventories and school records.
- Make request from central office for office and teacher supplies and materials.
- Stay up to date on the use of APSCN and file reports using APSCN
- Handle all other routine business matters of the office as the occasion demands.
- Perform other duties as assigned by the school principal.
- Maintain discipline information in APSCN
- Process records requests from colleges, private individuals, and for student transfers.
- Enter and maintain student demographic information in APSCN for new and current students.
- Process student grades for report cards and transcripts in APSCN.
- Print reports as needed from APSCN
- Keep an accurate record of all school funds, including receipts
- Be professional in managing the office
- Attend professional development and training for APSCN as needed.

**Comments:**

*This job description is intended to be representative of the work performs by employees in this position and is not all-inclusive. The omission of a specific duty or responsibility will not preclude it from the position if the work is similar, related or a logical extension of position responsibilities as defined by the supervisor.*

Date Adopted: July 23, 2012

Last Revised: April 28, 2011

**AUGUSTA SCHOOL DISTRICT**

**JOB DESCRIPTION**

**TITLE: SCHOOL NURSE**

**Reports To:** Building Principal

**Primary Function:**

Assume responsibilities for health services in school.

**Major Responsibilities:**

- Organize and conduct hearing and vision test.
- Visit school buildings concerning health and medical problems.
- Coordinate with other agencies medical help for children from needy homes.
- Assist counselors and social worker in problems involving health of students in the Augusta School District.
- Maintain a check on first aid supplies for health rooms and report needs to the superintendent.
- Act in liaison capacity between school, home and community to improve health situations as needed.
- Serve as a consultant on health information for classrooms.
- Keep up to date health records on students.
- Be CPR trained
- Be trained in the use of AED machines.
- To perform other duties as assigned by building principal.
- Maintain medical records for state reporting in APSCN (State Reporting System)

**Comments:**

*This job description is intended to be representative of the work performs by employees in this position and is not all-inclusive. The omission of a specific duty or responsibility will not preclude it from the position if the work is similar, related or a logical extension of position responsibilities as defined by the supervisor.*

Date Adopted: July 23, 2012

Last Revised: April 28, 2011

**AUGUSTA SCHOOL DISTRICT  
JOB DESCRIPTION  
TITLE: HEAD MAINTANENCE & GROUNDS KEEPER**

**Reports To:** Superintendent and Building Principal

**Primary Function:**

To perform general maintenance functions of the school plant and grounds, responsible for coordination of district-wide custodial services.

**Major Responsibilities:**

Perform preventive maintenance functions.

- Perform routine inspection- of the total school plant facility with building principal and superintendent.
- Perform plumbing operations.
- Perform minor electrical operations.
- Perform minor painting operations.
- Perform minor mechanical operations.
- Perform minor carpentry- operations.
- Advise principal of any unusual maintenance problems.
- Accompany any contracted service person while on the premise so as to certify both time and materials.
- Be responsible for upkeep of grounds.
- Conduct in-service sessions for building custodians.
- Coordinate and make recommendations to the superintendent of custodial and maintenance supplies needed for school.
- Oversee the proper use of School Dude
- Fill and deliver orders requested by building custodial staff.
- Recommend needed repairs and improvements to superintendent.
- Maintain running inventory of janitorial supplies.
- Maintain storeroom so that material may be readily located and available in adequate amounts.
- Perform other duties as directed by the superintendent.

**Comments:**

*This job description is intended to be representative of the work performs by employees in this position and is not all-inclusive. The omission of a specific duty or responsibility will not preclude it from the position if the work is similar, related or a logical extension of position responsibilities as defined by the supervisor.*

Date Adopted: July 23, 2012

Last Revised: April 16, 2012

**AUGUSTA SCHOOL DISTRICT  
JOB DESCRIPTION  
TITLE: MAINTANENCE HELPER (CUSTODIAL & GROUNDS)**

**Reports To:** Superintendent and Building Principal

**Primary Function:**

To perform general maintenance functions of the school plant and grounds.

**Major Responsibilities:**

Perform preventive maintenance functions.

- Perform routine inspection- of the total school plant facility with building principal and superintendent.
- Painting of interior and exterior of building as needed..
- Assist in minor mechanical operations.
- Assist in minor carpentry- operations.
- Advise principal of any unusual maintenance problems.
- Accompany any contracted service person while on the premise so as to certify both time and materials.
- Be responsible for upkeep of grounds.
- Conduct in-service sessions for building custodians.
- Responsible for School Dude reports and work orders
- Assist with lawn maintenance and care
- Coordinate and make recommendations to the superintendent of custodial and maintenance supplies needed for school.
- Fill and deliver orders requested by building custodial staff.
- Maintain running inventory of janitorial supplies.
- Maintain storeroom so that material may be readily located and available in adequate amounts.
- Perform other duties as directed by the superintendent.

**Comments:**

*This job description is intended to be representative of the work performs by employees in this position and is not all-inclusive. The omission of a specific duty or responsibility will not preclude it from the position if the work is similar, related or a logical extension of position responsibilities as defined by the supervisor.*

Date Adopted: July 23, 2012

Last Revised: April 16, 2012

**AUGUSTA SCHOOL DISTRICT**

**JOB DESCRIPTION**

**TITLE: MAINTANENCE HELPER (ELECTRIC, HVAC & BUILDINGS)**

**Reports To:** Superintendent and Building Principal

**Primary Function:**

To perform general maintenance functions of the school plant and grounds.

**Major Responsibilities:**

Perform preventive maintenance functions.

- Perform routine inspection- of the total school plant facility with building principal and superintendent.
- Perform plumbing operations.
- Perform electrical operations.
- Inspect HVAC units on a regular basis
- Maintain and repair HVAC units as needed
- Perform minor mechanical operations.
- Perform minor carpentry- operations.
- Advise principal of any unusual maintenance problems.
- Coordinate and make recommendations to the superintendent of maintenance needs for school.
- Recommend needed repairs and improvements to superintendent.
- Perform other duties as directed by the superintendent.

**Comments:**

*This job description is intended to be representative of the work performs by employees in this position and is not all-inclusive. The omission of a specific duty or responsibility will not preclude it from the position if the work is similar, related or a logical extension of position responsibilities as defined by the supervisor.*

Date Adopted: July 23, 2012

Last Revised: April 16, 2012

**AUGUSTA SCHOOL DISTRICT  
JOB DESCRIPTION  
TITLE: SCHOOL CUSTODIAN**

**Reports To:** Building Principal

**Primary Function:**

Maintenance work in the area of housekeeping tasks and ground work in and around school and school buildings.

**Major Responsibilities:**

- Scrub, mop, wash, wax, vacuum, and polish floors as needed.
- Dust and polish furniture, wash windows, woodwork, venetian blinds, vacuum carpets, and clean bathrooms.
- Be responsible for removal of trash from assigned area.
- Clean up grounds and perform the routine tasks required in the care of the grounds.
- Move office and school furniture as needed.
- Report to and perform other duties as assigned by the building principals or superintendent
- Clean all rooms daily.
- Disinfect bathrooms daily.
- Clean windows, door facings, baseboards, shelves, dry erase boards, and any other place where dust or cobwebs may be found.
- Request cleaning supplies
- Perform other duties as directed by the superintendent or building principal.

**Comments:**

*This job description is intended to be representative of the work performs by employees in this position and is not all-inclusive. The omission of a specific duty or responsibility will not preclude it from the position if the work is similar, related or a logical extension of position responsibilities as defined by the supervisor.*

Date Adopted: July 23, 2012

Last Revised: April 16, 2012

**AUGUSTA SCHOOL DISTRICT  
JOB DESCRIPTION  
TITLE: TRANSPORTATION SUPERVISOR**

**Reports To:** Superintendent

**Primary Function:**

To perform general maintenance function of the transportation department of the Augusta School System. Be responsible for coordination and general supervision of district-wide transportation service of district.

**Major Responsibilities:**

- The bus mechanics are responsible for keeping all vehicles in operating condition, performing other duties as directed by the superintendent and shall drive a school bus if contracted to do so. He must pass a driving test and written examination given by the Arkansas State Police;
- Maintain a clean and orderly shop at all times.
- Use bus shops for school supplies and materials only.
- Keep an accurate record of all oils and gases used by school vehicles.
- Use bus garage for the repair of school vehicles only.
- Make regular check on buses for minor repairs.
- Remain on job during work hours, both summer and winter.
- Perform other duties as directed by the superintendent.

**Comments:**

*This job description is intended to be representative of the work performs by employees in this position and is not all-inclusive. The omission of a specific duty or responsibility will not preclude it from the position if the work is similar, related or a logical extension of position responsibilities as defined by the supervisor.*

Date Adopted: July 23, 2012

Last Revised: April 28, 2011

**AUGUSTA SCHOOL DISTRICT  
JOB DESCRIPTION  
TITLE: BUS DRIVERS**



**Reports To:** Superintendent

**Primary Function:**

To transport students to and from school.

**Major Responsibilities:**

- All bus drivers are required to pass a driving test and written examination given by the Arkansas State Police. They are expected to have some experience in driving large vehicles, with a record of safety and regard for traffic laws. Firmness and tolerance in dealing with students is necessary. Corporal punishment is not permitted by the bus driver, but the driver shall report discipline problems to the principal of that student. If the principal is not known, report the problem to the superintendent.
- The bus drivers are expected to adhere to the board of education policies at all times in dealing with students.
- Drive within state traffic laws at all times.
- Sweep out bus daily.
- Clean windshield and back glass daily.
- Report any mechanical difficulty to bus mechanic.
- Run route at regular time each day.
- Wash bus weekly.
- Perform other duties as directed by the superintendent.
- PRE-SCHOOL ONLY: To insure that no children are left on the vehicle, the driver must walk through the vehicle and physically inspect each seat before leaving the vehicle. The transportation roster must be signed by the driver, documenting that all children have exited the vehicle.
- Drivers are not to use cell phones while operating the bus.
- Required to complete forms for back ground and driving record checks.
- Required to submit to pre-employment and random drug testing.

**Comments:**

*This job description is intended to be representative of the work performs by employees in this position and is not all-inclusive. The omission of a specific duty or responsibility will not preclude it from the position if the work is similar, related or a logical extension of position responsibilities as defined by the supervisor.*

Date Adopted: July 23, 2012

Last Revised: April 28, 2011

**AUGUSTA SCHOOL DISTRICT  
JOB DESCRIPTION  
TITLE: CAFETERIA WORKER**

**Reports To:** Lunchroom Manager

**Primary Function:**

Assist in operation of Food Services Program.

**Major Responsibilities:**

- Assist in the preparation of tasty, eye-appealing meals, in the serving of meals and in the cleaning and after meal preparations.
- Work together to insure good relationships and be courteous with all fellow employees.
- Observe eating habits of participants and discuss with supervisor any changes that you feel would eliminate waste.
- See that left over foods are cared for so that they may be used at a later date.
- Reports to and performs all other duties as designated by your manager.

**Comments:**

*This job description is intended to be representative of the work performs by employees in this position and is not all-inclusive. The omission of a specific duty or responsibility will not preclude it from the position if the work is similar, related or a logical extension of position responsibilities as defined by the supervisor.*

Date Adopted: July 23, 2012

Last Revised: April 28, 2011

**AUGUSTA SCHOOL DISTRICT  
JOB DESCRIPTION  
TITLE: INSTRUCTIONAL AIDE**

**Reports To:** Building Principal

**Primary Function:**

Provide remediation/tutorial services using a structured system to specified target students.

**Major Responsibilities:**

- Tutor/remediate a maximum of ten students per period for seven periods per day.
- Attend all training sessions related to the instructional activities.
- Interact with the classroom teachers through weekly conferences to coordinate federal program activities and mainstream activities.
- Keep all necessary program records on each child that is receiving tutoring/remediation services.
- Attend all regular staff meetings
- Interact with parents of participating students through both formal and informal conferences to develop an awareness of the federal educational programs and processes.
- Other assigned duties by administration.

**Comments:**

*This job description is intended to be representative of the work performs by employees in this position and is not all-inclusive. The omission of a specific duty or responsibility will not preclude it from the position if the work is similar, related or a logical extension of position responsibilities as defined by the supervisor.*

Date Adopted: July 23, 2012

Last Revised: April 28, 2011

**AUGUSTA SCHOOL DISTRICT  
JOB DESCRIPTION  
TITLE: BOOKROOM AIDE**

**Reports To:** Building Principal

**Primary Function:**

Maintain bookroom

**Major Responsibilities:**

- Inventory Books and materials
- Check-in and check-out books and materials
- Maintain inventory of software
- Scan testing materials
- Order testing materials for TLI and MAP
- Copy and distribute TLI tests
- Run reports of mission books and materials
- Maintain TLI student rosters
- Assist Master Teachers with copying

**Comments:**

*This job description is intended to be representative of the work performs by employees in this position and is not all-inclusive. The omission of a specific duty or responsibility will not preclude it from the position if the work is similar, related or a logical extension of position responsibilities as defined by the supervisor.*

Date Adopted: July 23, 2012

Last Revised: April 28, 2011

**AUGUSTA SCHOOL DISTRICT  
JOB DESCRIPTION  
TITLE: COMPUTER LAB MANAGER**

**Reports To:** Building Principal

**Primary Function:** Supervise Computer Lab

**Major Responsibilities:**

- Inventory computer equipment
- Maintain computer equipment and software
- Administer MAP tests
- Run various testing reports
- Supervise students during computer lab
- Clean computers
- Keep equipment in working order
- Fill out technology request work orders as needed.
- Basic knowledge of computers

**Comments:**

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Date Adopted: July 23, 2012

Last Revised: April 28, 2011