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CLASSIFIED PERSONNEL

8.1—(MH) CLASSIFIED PERSONNEL SALARY SCHEDULE

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

SALARY SCHEDULES

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

HOLIDAYS AND WORK DAYS

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

Legal References: A.C.A. § 6-17-2301

Date Adopted: June 27, 2006

Last Revised: April 16, 2009

8.2—(MH) CLASSIFIED PERSONNEL EVALUATIONS

Classified personnel may be periodically evaluated.

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

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

Legal Reference: A.C.A. § 6-17-2301

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

8.3—EVALUATION OF CLASSIFIED PERSONNEL BY RELATIVES

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

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

8.4—CLASSIFIED EMPLOYEES DRUG TESTING

Scope of Policy

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

Methods of Testing

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

Definition

Safety sensitive function includes:

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

Requirements

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

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

Prohibitions

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

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

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

Testing for Cause

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

Refusal to Submit

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

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

Consequences for Violations

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

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

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

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

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

8.5(MH)- CLASSIFIED SICK LEAVE BANK POLICY

The Mountain Home Public Schools will administer a sick leave bank for the purpose of permitting classified employees, upon approval, to obtain sick leave days in excess of accumulated and current sick leave, when employees have exhausted all such leave (sick, personal and vacation). Only those employees who contribute to the sick leave bank during a contract year shall be eligible to withdraw from the sick leave bank. Voluntary contribution forms must be turned into Central Office by September 1st of the 2012-2013 school year and June 15th of any subsequent school year. Once you have become a contributing member of the sick leave bank, you will remain a member unless you present in writing to Central Office a form withdrawing membership. An employee who wishes to elect out of the sick leave bank for the upcoming school year shall notify Central Office in writing by June 30th of the current school year.

Participants shall contribute one (1) day of earned sick leave per school year, except when a balance of 300 days is carried forward in the sick leave bank from the previous school year. Unused sick leave days from the current year will carry forward to the next year. In the event the sick leave bank's balance falls to a minimum of 25 days, continuous membership forms on file shall be considered as permission to replenish the sick leave bank with an additional donated day by participants. If a sick leave bank member has no more earned sick days to contribute to replenish the sick leave bank, their membership ceases until the earned day can be contributed. Any days contributed to the sick leave bank, will not be returned to an employee if they elect to cease membership to the sick leave bank.

A new full time classified employee must submit a signed agreement form to Central Office authorizing the contributed day no later than September 1st of the 2012-2013 school year and June 15th of any subsequent school year.

A new full time classified employee who enters employment after September 1st of the 2012-2013 school year and June 15th of any subsequent school year and wishes to participate may do so in conjunction with hire date. At this time, the employee would donate one (1) day of earned sick leave for the remainder of that school year.

Personnel who enter employment after the start of the second semester will not be eligible to participate until the fall semester of the June 15th deadline.

The Sick Bank Committee shall consist of nine (9) members. The committee will be made up of representatives from the following departments: Food Service (2), Maintenance/Custodians (2), Clerical/Para Professionals/Technology/Nursing (3) and Transportation/Bus Aides (2). The other member will be the Assistant Superintendent. The length of each person's term will be three (3) years, but the first terms will be staggered as follows:
Beginning the first year, Maintenance/Custodians will be one (1) year terms,
Food Service and Transportation/Bus Aides will be two (2) year terms and
Clerical/Para Professionals/Technology/Nursing will be three (3) year terms.

The Sick Leave Bank Committee shall meet as necessary for the purpose of reviewing a request for withdrawing days from the sick leave bank.

WITHDRAWAL OF SICK LEAVE BANK DAYS

No person shall be eligible to receive more than thirty (30) days from the sick leave bank in any one-contract year. No more than thirty (30) days may be used per illness.

Sick Leave Bank days may be granted in cases of emergency caused by a serious illness or serious accident pertaining to a member, or their immediate family members. Days may be granted after the participant has exhausted all of their sick days, personal days, and vacation days.

For serious job related accidents, sick leave bank days may be granted only after the consideration is given to any compensation received by the participant from other governmental agencies. The effort shall be to provide full pay for the given number of days, using a combination of sick leave bank days and the compensation received from other governmental agencies.

Neither normal pregnancy nor elective surgery shall qualify for withdrawal of the sick leave bank days (Two physician's statements attesting to the necessity of the immediate surgery must accompany the request.) Complications arising after pregnancy with the mother or the child may qualify the employee to be eligible to request days from the sick leave bank.

Request for withdrawal from the sick leave bank must state the reason(s) for the withdrawal, the number of days requested, and must be accompanied by a detailed statement from the attending physician as to the nature of the malady and the expected duration thereof. If the information provided to the committee is deemed insufficient, the committee may require additional information or deny the employee's request, at its discretion. The committee has the authority to grant, deny, or reduce any request. However, the committee may grant no request, or any granted time may be withdrawn, when the employee accepts retirement; is eligible for social security disability, or other disability insurance or the employee returns to work.

If a person is denied their request for withdrawal of days from the sick leave bank, that person shall have the right to an appeal before the sick leave bank committee. The chairperson of the classified personnel policy committee shall decide any stalemates in the appeal process.

A monthly sick leave bank statement shall be made available to all participants in the Mountain Home Public Schools sick leave bank. All time spent by members of the committee is voluntary and shall not require any compensation on the part of the district.

Date Adopted: June 21, 2012

Last Revised: June 18, 2015

8.6 (MH)--VACATIONS FOR TWELVE MONTH EMPLOYEES

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

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

LEAVE OF ABSENCE WITHOUT PAY

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

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

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

2. Personal Leave

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

3. Military Service

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

Date Adopted: June 27, 2006

Last Revised: May 17, 2007

8.7— CLASSIFIED EMPLOYEES PERSONAL LEAVE

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

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

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

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

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

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

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

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

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

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

8.8— CLASSIFIED EMPLOYEES PROFESSIONAL LEAVE

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

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

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

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

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

8.9—PUBLIC OFFICE – CLASSIFIED PERSONNEL

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

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

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

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

Cross Reference: Policy # 8.17

Legal Reference: A.C.A. § 6-17-115

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

8.10—(MH) JURY DUTY – CLASSIFIED PERSONNEL

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

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

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

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

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

Legal Reference: A.C.A. § 16-31-106

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

8.11—OVERTIME, COMPTIME, and COMPLYING WITH FLSA

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

Definitions

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

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

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

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

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

Employment Relationships

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

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

1. Between the District and off-duty policemen or deputies who are hired on a part-time basis for security purposes or crowd control. The District is separate from and acts independently of other governmental entities.

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

Hours Worked

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

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

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

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

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

Breaks and Meals

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

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

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

Overtime

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

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

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

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

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

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

Overtime Authorization

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

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

Leave Requests

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

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

Record Keeping and Postings

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

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

Cooperation with Enforcement Officials

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

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

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

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

8.12— (MH) CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT

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

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

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

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

8.13—(MH) CLASSIFIED PERSONNEL EMPLOYMENT

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

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

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

PERSONNEL SCREENING AND EMPLOYMENT

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

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

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

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

8.14— CLASSIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES

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

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

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

Cross Reference: Policy #7.12

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

8.15— CLASSIFIED PERSONNEL TOBACCO USE

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

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

Legal Reference: A.C.A. § 6-21-609

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

8.16—DRESS OF CLASSIFIED EMPLOYEES

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

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

8.17—(MH) CLASSIFIED PERSONNEL POLITICAL ACTIVITY

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

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

1. Using students for preparation or dissemination of campaign materials;
2. Distributing political materials;
3. Posting political materials; and
4. Promoting ones own political agenda in a school setting is not allowed. This does not prevent teachers from discussing current national events of significance in the classroom.

PETITIONS:

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

Last Adopted: June 27, 2006

Last Revised: June 27, 2006

8.18— (MH) CLASSIFIED PERSONNEL DEBTS

No policy recommended.

8.19— (MH) CLASSIFIED PERSONNEL GRIEVANCES

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

Definitions

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

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

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

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

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

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

Process

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

If the grievance cannot be resolved by the immediate supervisor, the employee can advance the grievance to Level Two. To do this, the employee must complete the top half of the Level Two Grievance Form within ten working days of the discussion with the immediate supervisor, citing the manner in which the specific personnel policy was violated that has given rise to the grievance, and submit the Grievance Form to his/her immediate supervisor. The supervisor will have ten working

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

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

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

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

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

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

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

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

Records

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

Reprisals

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

Legal Reference: ACA § 6-17-208, 210

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

8.19F—LEVEL TWO GRIEVANCE FORM - CLASSIFIED

Name: _____

Date submitted to supervisor: _____

Noncertified Personnel Policy grievance is based upon:

Grievance (be specific):

What would resolve your grievance?

Supervisor's Response

Date submitted to recipient: _____

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

8.20— CLASSIFIED PERSONNEL SEXUAL HARASSMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.21— CLASSIFIED PERSONNEL SUPERVISION OF STUDENTS

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

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

8.22— CLASSIFIED PERSONNEL COMPUTER USE POLICY

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

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

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

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

A. Educational Purpose

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

B. Internet Access

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

C. Unacceptable Uses

The following uses of the system are considered unacceptable:

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

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

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

3. Inappropriate Language and Sites

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

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

4. Disrespect of Privacy

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

5. Disrespect of Resource limits.

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

6. Plagiarism and Copyright Infringement

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

Donated Technology Your Rights

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

Your Rights

1. Free Speech

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

2. Search and Seizure

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

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

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

3. Due Process

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

D. Limitation of Liability

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

E Personal Responsibility

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

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

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

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

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

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

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

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

Name (Please Print) _____

School _____ Date _____

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

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

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

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

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

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

Employee's Signature: _____ Date _____

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

8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE

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

SECTION ONE

Definitions:

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.

FMLA: is the Family and Medical Leave Act

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

Instructional Employee: is an employee whose principal function is to teach and instruct students in a class, a small group, or an individual setting and includes athletic coaches, driving instructors, preschool teachers, and special education assistants such as signers for the hearing impaired. The term does not include, and the special rules related to the taking of leave near the end of a semester do not apply to, teacher assistants or aides who do not have as their principal job actual teaching or instructing, nor does it include administrators, counselors, librarians, psychologists, or curriculum specialists.

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

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

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

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

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

Year: the twelve (12) month period of eligibility shall begin on July first of each school-year.

Policy

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

Leave Eligibility

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

1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. To care for the spouse, son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition; 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. (See Section Two)
6. To care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury. (See Section Two)

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

A husband and wife who are both eligible employees employed by the District may not take more than a combined total of 12 weeks of FMLA leave for reasons 1, 2, 3 and 5.

Provisions Applicable to both Sections One and Two

District Notice to Employees

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

Designation Notice to Employee

When an employee requests FMLA leave or the District determines that an employee's absence may be covered under the FMLA, the District shall provide written notice within five (5) business days (absent extenuating circumstances) to the employee of the District's determination of his/her eligibility for FMLA leave. If the employee is eligible, the District may request additional information from the employee and/or certification from a health care provider to help make the applicability determination. After receiving sufficient information as requested, the District shall provide a written notice within five (5) business days (absent extenuating circumstances) to the employee of whether the leave qualifies as FMLA leave and will be so designated.⁷

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

Concurrent Leave Under the FMLA

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

Working at another Job while Taking FMLA for Personal or Family Serious Medical Condition

No employee on FMLA leave for their own serious medical condition may perform work at another, non-district job while on FMLA leave. Except as provided in policy 7.14 employees who do perform work at another, non-district job while on FMLA leave for their own serious medical condition will be subject to discipline, which could include termination or nonrenewal of their contract of employment.

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

Health Insurance Coverage

The District shall maintain coverage under any group health plan for the duration of FMLA leave the employee takes at the level and under the conditions coverage would have been provided if the employee had continued in active employment with the District. Additionally, if the District makes a change to its health insurance benefits or plans that apply to other employees, the employee on FMLA leave must be afforded the opportunity to access additional benefits and/or the same responsibility for changes to premiums. Any changes made to a

group health plan which apply to other District employees, must also apply to the employee on FMLA leave. The District will notify the employee on FMLA leave of any opportunities to change plans or benefits. The employee remains responsible for any portion of premium payments customarily paid by the employee. When on unpaid FMLA leave, it is the employee's responsibility to submit his/her portion of the cost of the group health plan coverage to the district's business office on or before it would be made by payroll deduction.

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

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

If an employee gives unequivocal notice of 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:

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

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

Reporting Requirements During Leave

Unless circumstances exist beyond the employee's control, the employee shall inform the district every two weeks¹⁰ during FMLA leave of their current status and intent to return to work.

Return to Previous Position

An employee returning from FMLA leave is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An equivalent position must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, and authority.

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

Provisions Applicable to Section One

Employee Notice to District

Foreseeable Leave:

When the need for leave is foreseeable for reasons 1 through 4 listed above, the employee shall provide the District with 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. An eligible employee who has no reasonable excuse for his/her failure to provide the District with timely advance notice of the need for FMLA leave may delay the FMLA coverage of such leave until 30 days after the date the employee provides notice.

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

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

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

Unforeseeable Leave:

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

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

Medical Certification

Second and Third Opinions: In any case where the District has reason to doubt the validity of the initial certification provided, the District may require, at its expense, the employee to obtain the opinion of a second health care provider designated or approved by the employer. If the second opinion differs from the first, the

District may require, at its expense, the employee to obtain a third opinion from a health care provider agreed upon by both the District and the employee. The opinion of the third health care provider shall be considered final and be binding upon both the District and the employee.

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

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

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

No second or third opinion on recertification may be required.

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

Substitution of Paid Leave

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

To the extent the employee has accrued paid vacation or personal leave, any leave taken that qualifies for FMLA leave for reasons 1 or 2 above shall be paid leave and charged against the employee's accrued leave.

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

Return to Work

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

If the District's written designation determination that the eligible employee's leave qualified as FMLA leave under reason 4 above stated that the employee would have to provide a "fitness-for-duty" certification from a health care provider for the employee to resume work and the designation determination listed the employee's essential job functions, the employee must provide certification that the employee is able to perform those functions prior to

returning to work. The employee's failure to do so or his/her inability to perform his/her job's essential functions voids the District's obligation to reinstate the employee under the FMLA and the employee shall be terminated.

Failure to Return to Work:

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

Intermittent or Reduced Schedule Leave

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

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

Eligible employees may take intermittent or reduced schedule FMLA leave due to reasons 3 or 4 listed above when the medical need is best accommodated by such a schedule. The eligible employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health care provider.

When granting leave on an intermittent or reduced schedule for reasons 3 or 4 above that is foreseeable based on planned medical treatment, the District may temporarily transfer eligible employees for the period of scheduled intermittent or reduced leave to an alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee

is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

Special Provisions relating to Instructional Employees as Defined in This Policy

The FMLA definition of "instructional employees" covers a small number of classified employees. Any classified employee covered under the FMLA definition of an "instructional employee" and whose FMLA leave falls under Act's special leave provisions relating to "instructional employees" shall be governed by the applicable portions of policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

SECTION TWO

FMLA LEAVE CONNECTED TO MILITARY SERVICE

Leave Eligibility

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

QUALIFYING EXIGENCY

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

Definitions:

Covered active duty means

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

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

Certification

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

Employee Notice to District

Foreseeable Leave:

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

Unforeseeable Leave:

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

Substitution of Paid Leave

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

Intermittent or Reduced Schedule Leave

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

Special Provisions relating to Instructional Employees as Defined in This Policy

The FMLA definition of "instructional employees" covers a small number of classified employees. Any classified employee covered under the FMLA definition of an "instructional employee" and who's FMLA leave falls under Act's special leave provisions relating to "instructional employees" shall be governed by the applicable portions of policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

SERIOUS ILLNESS

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

Definitions:

Covered Service Member is

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

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

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

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

Serious Injury or Illness:

(A) in the case of a member of the Armed Forces, including the National Guard or Reserves, it means an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating and

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

Son or daughter of a covered servicemember means a covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.²

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

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of 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 continues to be limited for reasons 1 through 4 in Section One and for any qualifying exigency 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 4 in Section One and for any qualifying exigency. An eligible employee may not take more than 12 weeks of FMLA leave for reasons 1 through 4 in Section One and for any qualifying exigency regardless of how little leave the eligible employee may take to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury.

If husband and wife are both eligible employees employed by the District, the husband and wife are entitled to a combined 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 continues to be limited to a combined total of 12

weeks FMLA leave for reasons 1 through 3 in Section One and for any qualifying exigency during a year as defined in this policy. For example, a husband and wife who are both eligible employees and who care for such a covered service member for 16 weeks during a 12 month period could only take a combined total of 10 weeks for reasons 1 through 3 in Section One and for any qualifying exigency.

Medical Certification

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

Employee Notice to District

Foreseeable Leave:

When the need for leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury is clearly foreseeable at least 30 days in advance, 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. An eligible employee who has no reasonable excuse for his/her failure to provide the District with timely advance notice of the need for FMLA leave may delay the FMLA coverage of such leave until 30 days after the date the employee provides notice.

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

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

Unforeseeable Leave:

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

Substitution of Paid Leave

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

Intermittent or Reduced Schedule Leave

To the extent practicable, employees requesting intermittent or reduced schedule leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury shall provide the District with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave.

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

When granting leave on an intermittent or reduced schedule to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury that is foreseeable based on planned medical treatment, the District may temporarily transfer eligible employees for the period of scheduled intermittent or reduced leave to an alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began.

Special Provisions relating to Instructional Employees (as defined in this policy)

The FMLA definition of "instructional employees" covers a small number of classified employees. Any classified employee covered under the FMLA definition of an "instructional employee" and whose FMLA leave falls under Act's special leave provisions relating to "instructional employees" shall be governed by the applicable portions of policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

Cross References: 8.5—CLASSIFIED EMPLOYEES SICK LEAVE

8.12—CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT

7.14—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION

Legal References: 29 USC §§ 2601 et seq.
29 CFR part 825

Date Adopted: July 17, 2014

Last Revised:

8.24—SCHOOL BUS DRIVER’S USE OF CELL PHONES

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

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

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

8.25— (MH) CLASSIFIED PERSONNEL CELL PHONE USE

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

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

8.26—CLASSIFIED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

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

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

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

Definitions:

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

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

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

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

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

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

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

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

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

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

Legal Reference: A.C.A. § 6-18-514

Date Adopted: June 27, 2006

Last Revised: May 15, 2008

8.27—CLASSIFIED PERSONNEL LEAVE — INJURY FROM ASSAULT

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

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

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

Legal Reference: A.C.A. § 6-17-1308

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

8.28— (MH) DRUG FREE WORKPLACE - CLASSIFIED PERSONNEL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date Adopted: June 27, 2006

Last Revised: May 17, 2007

8.28F—DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT

CERTIFICATION

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

Signature _____

Date _____

8.29 (MH) ---VIDEO SURVEILLANCE POLICY

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

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

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

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

8.30—CLASSIFIED PERSONNEL REDUCTION IN FORCE

SECTION ONE

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

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

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

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

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

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

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

receiving district's salary schedule. Further adjustments will be made if length of contract or job assignments change¹. A partial RIF may also be conducted in conjunction with any job reassignment whether or not it is conducted in relation to an annexation or consolidation.

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

SECTION TWO

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

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

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

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

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

Legal Reference: A.C.A. § 6-17-2407

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

8.31—(MH) CLASSIFIED PERSONNEL TERMINATION AND NON-RENEWAL

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

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

DISMISSAL

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

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

Legal Reference: A.C.A. § 6-17-2301

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

8.32—(MH) CLASSIFIED PERSONNEL ASSIGNMENTS

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

Legal Reference: A.C.A. § 6-17-2301

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

8.33 (MH) – CLASSIFIED PERSONNEL SCHOOL CALENDAR

The Superintendent or designee and Personnel Policy Committee shall present to the Board, for its approval, the calendar for the succeeding year on or before the April Board meeting. The Superintendent or designee, in developing the calendar, shall accept and consider the PPC recommendations for any staff member or group wishing to make calendar proposals. The CPPC shall have the time prescribed by law and/or policy in which to make any suggested changes before the board may vote to adopt the calendar.

The Mountain Home School District shall operate by the following calendar:

Mountain Home School District 2014-2015 School Calendar

August 13-15	Teacher Inservice
August 18	Teacher Inservice
August 19	Teacher Work Day
August 20	First Day of School for Students
September 1	Labor Day (No School)
October 17	First Quarter Ends (42 days)
October 20	Second Quarter Begins
October 23	Early Dismissal K-12 2:00
	Parent/Teacher Conferences 2:00-8:00
November 24-25	Teacher Inservice (No school for students)
November 26-28	Thanksgiving Break (No school)
December 19	Second Quarter Ends (40 days) End of First Semester (82 days)
December 22-Jan 1	Christmas Break (No school)
January 2	Teacher Inservice (No school for students)
January 5	Third Quarter Begins
February 16	Teacher Inservice (No school for students)
March 5	Early Dismissal K-12 2:00
	Parent/Teacher Conferences 2:00-8:00
March 13	Third Quarter Ends (49 days)
March 16	Start of Fourth Quarter
March 23-27	Spring Break (No school)
April 3	Teacher Inservice (No school for students)
May 1	Teacher In-service/High School and Kindergarten Registration (No school for students)
May 25	Memorial Day (no school)
May 29	Last day of school (47 days) semester 96, year 178
First Quarter- 42 Days	178 Instruction
4 Teacher In-Service Days	10 Teacher In-Service Day
1 Teacher Workday	1 Teacher Work Day
	2 Parent/Teacher Conference Days
Second Quarter- 40 Days	
2 Teacher Inservice Day	
1 Parent/Teacher Conference Day	Emergency Use Days: (In order)
	1/2/15, 2/16/15, 4/3/15, 6/1/15, 6/2/15,
	6/3/15, 6/4/15, 3/23/15, 3/24/15, 3/25/15
Third Quarter- 49 Days	
2 Teacher Inservice Days	
1 Parent/Teacher Conference Day	
Fourth Quarter- 47 Days	191 Total Teacher Contract Day
2 Teacher In-Service Day	Flex Days: 11/24/14, 11/25/14, 1/2/15

8.34—NONCERTIFIED PERSONNEL RESPONSIBILITIES IN DEALING WITH SEX OFFENDERS ON CAMPUS

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

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

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

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

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

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

It is the intention of the board of directors that district staff not stigmatize students whose parents or guardians are sex offenders while taking necessary steps to safeguard the

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

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

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

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

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

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

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

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

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

Date Adopted: April 16, 2009

Last Revised: April 16, 2009

8.36—RELEASE of STUDENT’S FREE and REDUCED PRICE MEAL ELIGIBILITY INFORMATION

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

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

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

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

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

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

Date Adopted: April 16, 2009

Last Revised: April 16, 2009

8.37 – ORGANIZATION for CLASSIFIED PERSONNEL POLICY

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

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

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

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

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

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

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

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

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

Date Adopted: April 16, 2009

Last Revised: April 16, 2009

8.38 (MH)—INSULT OR ABUSE OF CLASSIFIED PERSONNEL

Employees are protected from abusive language and conduct by state law. An employee may report to the police any language which is calculated to:

1. Cause a breach of the peace;
2. Materially and substantially interfere with the operation of the school; and/or
3. Arouse the person to whom the language is addressed to anger, to the extent likely to cause imminent retaliation.

Legal Reference: A.C.A. § 6-17-106

Act 1565 of 2001

A.C.A. § 5-17-208

ARKANSAS STATUTES AND CODES

§ 6-17-106 Insult or abuse of teacher. (a) (1) It is unlawful during regular school hours and in a place where a public school employee is required to be in the course of his or her duties for any person to address a public school employee using language that in its common acceptance is calculated to: **(A)** Cause a breach of the peace; **(B)** Materially and substantially interfere with the operation of the school; or **(C)** Arouse the person to whom it is addressed to anger to the extent likely to cause imminent retaliation. **(2)** A person who violates this section shall be guilty of a violation and upon conviction be liable for a fine of not less than one hundred dollars (\$100) nor more than one thousand five hundred dollars (\$1,500). **(b)** Each school district shall report to the Department of Education any prosecutions within the school districts under this section.

§ 5-71-208 Harassment.

(a) A person commits the offense of harassment if, with purpose to harass, annoy, or alarm another person, without good cause, he:

- (1) Strikes, shoves, kicks, or otherwise touches a person, subjects him to offensive physical contact or attempts or threatens to do so; or
- (2) In a public place, directs obscene language or makes an obscene gesture to or at another person in a manner likely to provoke a violent or disorderly response; or
- (3) Follows a person in or about a public place; or
- (4) In a public place repeatedly insults, taunts, or challenges another in a manner likely to provoke a violent or disorderly response; or
- (5) Engages in conduct or repeatedly commits acts that alarm or seriously annoy another person and that serve no legitimate purpose; or
- (6) Places the person under surveillance by remaining present outside his or her school, place of employment, vehicle, and other place occupied by the person, or residence, other than the residence of the defendant, for no purpose other than to harass, alarm, or annoy.

(b) Harassment is a Class A misdemeanor.

(c) It is an affirmative defense to prosecution under this section whenever the actor is a law enforcement officer, licensed private investigator, attorney, process server, licensed bail bondsman, or a store detective acting within the reasonable scope of his duty while conducting surveillance on an official work assignment.

(d)(1) A judicial officer, upon pretrial release of the defendant, shall enter a no contact order in writing consistent with Rules 9.3 and 9.4 of the Arkansas Rules of Criminal Procedure and shall give notice to the defendant of penalties contained in Rule 9.5 of the Arkansas Rules of Criminal Procedure.

(2) This no contact order shall remain in effect during the pendency of any appeal of a conviction under this section.

(3) The judicial officer or prosecuting attorney shall provide a copy of this no contact order to the victim and arresting agency without unnecessary delay.

(e) If the judicial officer has reason to believe that mental disease or defect of the defendant will or has become an issue in the cause, the judicial officer shall enter such orders as are consistent with § 5-2-305.

Cross referenced: Policy 3.17 MH

Date Adopted: June 27, 2006

Date Revised: June 18, 2015