

**CLASSIFIED PERSONNEL**

## **8.0-----CLASSIFIED PERSONNEL POLICY COMMITTEE**

### **Membership**

The membership of the classified personnel policy committee (PPC) shall be:

1. At least one (1) nonmanagement classified representative from each of the following classifications:
  - a. Maintenance, operation, and custodians;
  - b. Transportation;
  - c. Food service;
  - d. Secretary and clerk; and
  - e. Aides and paraprofessionals.
2. At least one (1) non-management individual to represent the group of All other job classifications of classified employees not identified in A-E above; and
3. Up to three (3) administrators appointed by the superintendent, which may include the superintendent.

### **Election of Non-management Members**

The non-management members of the PPC shall be elected as follows:

The election for the non-management members of the PPC shall be conducted by the PPC by October 15 of each year. The election shall be conducted with the use of a secret ballot. A non-management employee may cast a ballot to vote for the candidate(s) the non-management employee is eligible to vote for. The candidate who receives the highest number of votes shall be declared the winner. In the event a position up for election only receives one candidate by the date designated for the submission of candidates, the unopposed candidate shall be declared to be elected without the need to hold a full election for the position.

If an election to fill positions on the PPC is not conducted by October 15, the Board of Directors may appoint an individual to fill the position that was up for election.

### **Length of Term**

The length of term for non-management members of the PPC shall be two (2) years. Terms of non-management members shall be staggered so that, to the extent possible, an equal number of non-management members are elected each year. If an election is held due to a vacancy on the PPC, the individual elected to fill the vacancy shall be elected to the remainder of the unexpired term.

### **Selection of Officers**

The PPC shall organize itself in the first quarter of each school year and elect a chair and a secretary.

### **Meetings**

The PPC shall develop a calendar of regularly scheduled meetings throughout the year to review the District's personnel policies in order to:

- I. Determine whether additional policies or amendments to existing policies are needed;
- II. Review any policies or changes to policies proposed by the board of directors;
- III. Propose additional policies or amendments to the board of directors; and
- IV. Review any proposed distribution of a salary underpayment from previous years.

The PPC shall hold special meetings throughout the year as necessary to review personnel policy proposals from the Board.

A majority of the members of the PPC shall constitute a quorum for conducting business. The adoption of any motion shall require an affirmative vote by a majority of the members of the PPC.

The personnel policy review process shall be in accordance with Policy 1.9.

Members of the PPC are not entitled to and shall not receive additional pay for their service on the PPC or for attendance at PPC meetings.

### **Recording of Meetings**

All PPC meetings shall be audio recorded. The recording may be paused in order to protect confidential employee or student information. The PPC chair shall announce for the recording the reason the PPC is pausing the recording prior to pausing the recording.

### **Information Posted to District Website**

The following information shall be posted to the District website:

- Positions that are up for election to the PPC;
- Names of candidates running for each position;
- Information regarding the conduction of the election;
- Results of the election; and
- Minutes of each PPC meeting.

Cross Reference: 1.9-POLICY FORMULATION

Legal Reference: AC.A§ 6-17-2301 et seq.

Date Adopted: June 15, 2023

Last Revised: January 25, 2024

## Ozark Mountain School District | 2025-2026 CALENDAR

AUGUST '25						
S	M	T	W	Th	F	
						2
3	4	5	6	7	8	9
	10	11	12	13	14	15
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

05-08 Teacher Contract Days  
07 Open House  
12 First day of school

15	16	17	18	19	20	21
22	23	24	25	26	27	28

4	Progress Reports
5	PT Conferences
6	Regular School Day
16	Snow make up day

SEPTEMBER '25						
S	M	T	W	Th	F	S
		2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

10	Progress Reports
25	PT Conferences
26	Regular School Day

	23	24	25	26	27	28	
29	30	31					

6 End, 3<sup>d</sup> quarter  
(36 days)  
24-27 Spring Break

OCTOBER '25						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
<u>19</u>	<u>20</u>	<u>21</u>	<u>22</u>	<u>23</u>	<u>24</u>	<u>25</u>
26	27	28	29	30	31	

10 End 1<sup>st</sup> quarter (36 days)  
13 Teacher Inservice (no  
school for students)

12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30			

03	Good Friday snow
	make up day
05	Easter Sunday
08	Progress Reports

NOVEMBER '25						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

11 Veterans Day  
12 Progress Reports  
24-28 Thanksgiving Break

3	4	5	6	7		9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

15 End 4<sup>th</sup> quarter (35 days)  
18-20 Snow make up days  
**25** Memorial Day

DECEMBER '25						
S	M	T	W	Th	F	S
		2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

18 Semester Tests No early dismissal  
19 End 2<sup>nd</sup> quarter (36days)  
22-Jan 2Christmas Break

	1		3	4	5	6	
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	
28	29	30					

In case of inclement weather, the superintendent has the right to use Mondays to make up missed days

JANUARY '26						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

01	New Year's Day
06	Start 2 <sup>nd</sup> semester
12	Teacher Inservice Day (no school for students)

			1	2	3	4	
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30	31		

October PD on Monday School  
ends May 15

Board Approved  
3.20.25

# 2023-2024 Classified Salary Schedule

Board Approved - May 11, 2023

Bus Drivers	
AM/PM Route (178 days)	
Yrs. Of Exp	Salary
0	\$8,529.76
1	\$8,679.28
2	\$8,828.80
3	\$8,978.32
4	\$9,127.84
5	\$9,277.36
6	\$9,426.88
7	\$9,576.40
8	\$9,725.92
9	\$9,882.56
10	\$10,032.08
11	\$10,181.60
12	\$10,331.12
13	\$10,480.64
14	\$10,630.16
15	\$10,779.68
16	\$10,929.20
17	\$11,078.72

Level I Cook	
181 Days	
Yrs. Of Exp	Salary
0	\$16,452.90
1	\$16,751.55
2	\$17,050.20
3	\$17,348.85
4	\$17,647.50
5	\$17,946.15
6	\$18,244.80
7	\$18,543.45
8	\$18,856.58
9	\$19,155.23
10	\$19,453.88
11	\$19,752.53
12	\$20,051.18
13	\$20,349.83
14	\$20,648.48
15	\$20,947.13
16	\$21,245.78
17	\$21,557.10

Level II Cook	
185 Days	
Yrs. Of Exp	Salary
0	\$18,870.00
1	\$19,166.00
2	\$19,476.80
3	\$19,772.80
4	\$20,068.80
5	\$20,364.80
6	\$20,675.60
7	\$20,971.60
8	\$21,267.60
9	\$21,563.60
10	\$21,859.60
11	\$22,170.40
12	\$22,466.40
13	\$22,777.20
14	\$23,073.20
15	\$23,369.20
16	\$23,665.20
17	\$23,976.00

Level I Maint	
210 Days	
Yrs. Of Exp	Salary
0	\$23,059.20
1	\$23,366.40
2	\$23,654.40
3	\$23,961.60
4	\$24,268.80
5	\$24,556.80
6	\$24,864.00
7	\$25,152.00
8	\$25,459.20
9	\$25,766.40
10	\$26,054.40
11	\$26,361.60
12	\$26,668.80
13	\$26,956.80
14	\$27,264.00
15	\$27,552.00
16	\$27,859.20
17	\$28,166.40

Parapro	
180 Days	
Yrs. Of Exp	Salary
0	\$16,362.00
1	\$16,659.00
2	\$16,956.00
3	\$17,267.40
4	\$17,564.40
5	\$17,861.40
6	\$18,158.40
7	\$18,468.00
8	\$18,765.00
9	\$19,062.00
10	\$19,359.00
11	\$19,656.00
12	\$19,967.40
13	\$20,264.40
14	\$20,561.40
15	\$20,858.40
16	\$21,168.00
17	\$21,465.00

Level I Secretary	
200 Days	
Yrs. Of Exp	Salary
0	\$19,296.00
1	\$19,600.00
2	\$19,904.00
3	\$20,208.00
4	\$20,496.00
5	\$20,800.00
6	\$21,104.00
7	\$21,408.00
8	\$21,696.00
9	\$22,000.00
10	\$22,304.00
11	\$22,608.00
12	\$22,896.00
13	\$23,200.00
14	\$23,504.00
15	\$23,808.00
16	\$24,096.00
17	\$24,400.00

Level II Secretary	
240 Days	
Yrs. Of Exp	Salary
0	\$25,843.20
1	\$26,150.40
2	\$26,438.40
3	\$26,745.60
4	\$27,052.80
5	\$27,340.80
6	\$27,648.00
7	\$27,936.00
8	\$28,243.20
9	\$28,550.40
10	\$28,838.40
11	\$29,145.60
12	\$29,452.80
13	\$29,740.80
14	\$30,048.00
15	\$30,336.00
16	\$30,643.20
17	\$30,950.40

Level II Maint	
240 Days	
Yrs. Of Exp	Salary
a	\$25,708.80
1	\$25,996.80
2	\$26,304.00
3	\$26,592.00
4	\$26,899.20
5	\$27,206.40
6	\$27,494.40
7	\$27,801.60
8	\$28,108.80
9	\$28,396.80
10	\$28,704.00
11	\$28,992.00
12	\$29,299.20
13	\$29,606.40
14	\$29,894.40
15	\$30,201.60
16	\$30,508.80
17	\$30,796.80

Bus Maint	
240 Days	
Yrs. Of Exp	Salary
0	\$23,059.20
1	\$23,366.40
2	\$23,654.40
3	\$23,961.60
4	\$24,268.80
5	\$24,556.80
6	\$24,864.00
7	\$25,152.00
8	\$25,459.20
9	\$25,766.40
10	\$26,054.40
11	\$26,361.60
12	\$26,668.80
13	\$26,956.80
14	\$27,264.00
15	\$27,552.00
16	\$27,859.20
17	\$28,166.40

Food Serv Dir	
210 Days	
Yrs. Of Exp	Salary
0	\$22,680.00
1	\$22,982.40
2	\$23,284.80
3	\$23,570.40
4	\$23,872.80
5	\$24,175.20
6	\$24,477.60
7	\$24,780.00
8	\$25,082.40
9	\$25,384.80
10	\$25,670.40
11	\$25,972.80
12	\$26,275.20
13	\$26,577.60
14	\$26,880.00
15	\$27,182.40
16	\$27,484.80
17	\$27,770.40

Tech Assist	
240 Days	
Yrs. Of Exp	Salary
0	\$25,843.20
1	\$26,150.40
2	\$26,438.40
3	\$26,745.60
4	\$27,052.80
5	\$27,340.80
6	\$27,648.00
7	\$27,936.00
8	\$28,243.20
9	\$28,550.40
10	\$28,838.40
11	\$29,145.60
12	\$29,452.80
13	\$29,740.80
14	\$30,048.00
15	\$30,336.00
16	\$30,643.20
17	\$30,950.40

Admin Assistant I	
240 Days	
Yrs. Of Exp	Salary
0	\$25,843.20
1	\$26,150.40
2	\$26,438.40
3	\$26,745.60
4	\$27,052.80
5	\$27,340.80
6	\$27,648.00
7	\$27,936.00
8	\$28,243.20
9	\$28,550.40
10	\$28,838.40
11	\$29,145.60
12	\$29,452.80
13	\$29,740.80
14	\$30,048.00
15	\$30,336.00
16	\$30,643.20
17	\$30,950.40

E-School Sec & Interventionist	
200 Days	
Yrs. Of Exp	Salary
0	\$23,696.00
1	\$24,000.00
2	\$24,304.00
3	\$24,608.00
4	\$24,912.00
5	\$25,200.00
6	\$25,504.00
7	\$25,808.00
8	\$26,096.00
9	\$26,400.00
10	\$26,704.00
11	\$27,008.00
12	\$27,296.00
13	\$27,600.00
14	\$27,904.00
15	\$28,208.00
16	\$28,496.00
17	\$28,800.00

•u Due Process & Interventionist	
200 Days	
Yrs. Of Exp	Salary
0	\$19,296.00
1	\$19,600.00
2	\$19,904.00
3	\$20,208.00
4	\$20,496.00
5	\$20,800.00
6	\$21,104.00
7	\$21,408.00
8	\$21,696.00
9	\$22,000.00
10	\$22,304.00
11	\$22,608.00
12	\$22,896.00
13	\$23,200.00
14	\$23,504.00
15	\$23,808.00
16	\$24,096.00
17	\$24,400.00

Level III Maint	
250 Days	
Yrs. Of Exp	Salary
0	\$29,520.00
1	\$29,840.00
2	\$30,140.00
3	\$30,460.00
4	\$30,780.00
5	\$31,080.00
6	\$31,400.00
7	\$31,700.00
8	\$32,020.00
9	\$32,340.00
10	\$32,640.00
11	\$32,960.00
12	\$33,280.00
13	\$33,580.00
14	\$33,900.00
15	\$34,200.00
16	\$34,520.00
17	\$34,840.00

Trans Superv	
250 Days	
Yrs. Of Exp	Salary
0	\$29,700.00
1	\$30,000.00
2	\$30,300.00
3	\$30,600.00
4	\$30,900.00
5	\$31,200.00
6	\$31,500.00
7	\$31,800.00
8	\$32,100.00
9	\$32,400.00
10	\$32,700.00
11	\$33,000.00
12	\$33,300.00
13	\$33,600.00
14	\$33,900.00
15	\$34,200.00
16	\$34,500.00
17	\$34,800.00

Technology Tech Admin Assistant II	
240 Days	
Yrs. Of Exp	Salary
0	\$34,579.20
1	\$34,886.40
2	\$35,174.40
3	\$35,481.60
4	\$35,788.80
5	\$36,076.80
6	\$36,384.00
7	\$36,672.00
8	\$36,979.20
9	\$37,286.40
10	\$37,574.40
11	\$37,881.60
12	\$38,188.80
13	\$38,476.80
14	\$38,784.00
15	\$39,072.00
16	\$39,379.20
17	\$39,686.40

Nurse (LPN)	
190 Days	
Yrs. Of Exp	Salary
0	\$25,792.50
1	\$26,092.70
2	\$26,391.00
3	\$26,691.20
4	\$26,989.50
5	\$27,289.70
6	\$27,588.00
7	\$27,888.20
8	\$28,186.50
9	\$28,500.00
10	\$28,800.20
11	\$29,098.50
12	\$29,398.70
13	\$29,697.00
14	\$29,997.20
15	\$30,295.50
16	\$30,595.70
17	\$30,894.00

Nurse (RN)	
190 Days	
Yrs. Of Exp	Salary
0	\$30,067.50
1	\$30,367.70
2	\$30,666.00
3	\$30,966.20
4	\$31,264.50
5	\$31,564.70
6	\$31,863.00
7	\$32,163.20
8	\$32,461.50
9	\$32,775.00
10	\$33,075.20
11	\$33,373.50
12	\$33,673.70
13	\$33,972.00
14	\$34,272.20
15	\$34,570.50
16	\$34,870.70
17	\$35,169.00

AR Teacher Residence	
190 Days	
Salary	
\$35,000.00	Year1
\$35,000.00	Year2

\s\ Travis Freeman

May 11, 2023

Travis Freeman, Board President



Ozark Mountain School District (LEA 6505)  
Stipends for SY 2023-2024 (Revised & Board Approved 05.11.2023)

Activity	Stipend Amount	Notes:
Archery	\$500.00	
Athletic Director	\$2,000.00	
Baseball	\$750.00	
Basketball	\$2,000.00	Per Team**
Cheerleading	\$750.00	
Softball	\$750.00	
Track	\$750.00	Two (2) Teams
Trap	\$500.00	
Pee Wee Coordinator	\$500.00	
7th Grade Basketball/JV	\$500.00	Per Team
Golf	\$500.00	
e-Sports	\$200.00	
ACSIP	\$300.00	Per Campus
ARMAC Coordinator	\$1,000.00	
Band	\$500.00	
BETA Club	\$500.00	Per Campus
CSSO	\$1,000.00	One-time Payment
Cycle Coordinator	\$2,000.00	Per Year • •
Digital Coordinator	\$1,250.00	Per Year
District Testing Coordinator	\$1,250.00	
Google Certification (Level I & Level II)	\$500.00	One-time Stipend/Per Level
Junior Class Sponsor (Each)	\$500.00	
Senior Class Sponsor (Each)	\$500.00	
FBLA	\$350.00	
FCCLA	\$350.00	
FFA	\$350.00	Mandatory Dress Banquet
Lead Teacher	Extended Contract	Extend by 10 days/1-2 per campus
National Board Certification	\$2,000.00	
Parent Facilitator	\$250.00	
Rapid Response	\$250.00	
School Safety Director	\$2,500.00	
Student Council	\$250.00	
Yearbook	\$750.00	
Website Maintenance	\$250.00	

\*\*Stipend amount added into employment contract.

Activity	Rate	Notes:
Clock Keeper (Basketball)	\$12.50	Per Game
Gate Keeper	\$12.50	Per Game
Book Keeper	\$12.50	Per Game
Basketball Video Recorder for Streaming Purposes	\$12.50	Per Game

Travis Freeman 05.11.2023

Mr. Travis Freeman, OMSD Board President

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

State law requires each District to include its classified employee's salary schedule in its written personnel policies. 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. The District is required to post the salary schedule on its website by September 15 of each year and should place an obvious hyperlink, button, or menu item on the website's homepage that links directly to the current year classified policies and salary schedule.

For the purposes of this policy, an employee must work two thirds (2/3) of the number of their regularly assigned annual work days to qualify for a step increase.

The superintendent has the authority, when recommending an applicant and his/her placement on the District's salary schedule to the Board for its approval, to consider the applicant's previous work experience with similar duties, responsibilities, and skill sets to those job duties and responsibilities the applicant would assume for the District.

Cross Reference: Policy 1.9-POLICY FORMULATION

Legal References: AC.A. § 6-17-2203  
AC.A. § 6-17-2301  
DESE Rules Governing Documents Posted to School District and Education Service Cooperative Websites

Date Adopted: May 21, 2007

Last Revised: April 15, 2019

June 15, 2023



## **8.1 A-CONTRACTS**

Personnel employed for the first time in the district will be issued a contract one week after the School Board has officially employed them.

The school board will consider rehiring classified personnel no later than May 31<sup>st</sup> of each year. Final decisions on contracts will be made by June 1<sup>st</sup> of each year.

All contracts will be issued at the earliest feasible date after approval. All offers to renew annual contracts shall expire if the contract is not signed and returned to the office within 30 days of issuance.

Date Adopted: July 8, 2004

Last Revised: April 20, 2009

April 15, 2019

## **8.2--CLASSIFIED PERSONNEL EVALUATIONS**

Classified personnel may be periodically evaluated.

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

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

Date Adopted: July 8, 2004

Last Revised: April 15, 2019

## **8.2 A-PERSONNEL FILE**

The district shall maintain a personnel file for each employee, which shall be available to the employee for inspection and copying at the employee's expense during normal office hours. The employee may submit for inclusion in the file, written information in response to any of the matters contained therein. The employee shall be notified of any additions to her/her file.

Other than the employee, no one may have access to an employee's file other than her/her principal, the superintendent, or the superintendent's designee (who shall be a confidential employee whose duties include maintenance of confidential records, except in those cases as designated by law.

Employees shall receive written notice and copies where applicable, of all complaint regarding their work performance. Such notices shall identify the complaint(s) and shall be provided to the employee within three (3) days of initial receipt of the complaint. Records of oral complaints will be provided to employee.sNo complaints without clear substantiation will be placed in an employee's personnel file.

The employee shall have the opportunity to answer to complaint. The employee's written response will be communicated to the complainant and be attached to any retained written record of the complaint. The retention in the employee's file of any oral or written complaint concerning alleged acts by an employee may be the subject of a grievance.

The complaint is not used as a basis for action against the employee within one year of its entering the file, such material shall be removed and destroyed.

Date Adopted: July 8, 2004  
Last Revised: April 15, 2019

## **8.2B-DISCIPLINARY CONFERENCES**

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 any disciplinary conference.

Legal Reference: Act 869 of 2003

Date Adopted: July 8, 2004

Last Revised: April 15, 2019

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

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

Date Adopted: July 8, 2004  
Last Revised: April 15, 2019

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

### **Definitions**

“Clearinghouse” means the Federal Motor Carrier Safety Administration Commercial Driver's License Drug and Alcohol Clearinghouse.

“Database” means the Commercial Driver Alcohol and Drug Testing Database of the Office of Driver Services of the Arkansas Department of Finance and Administration.

“Safety-sensitive function” includes:

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

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

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

### **Scope of Policy**

Each person hired for a position that allows or requires the employee to operate a school bus shall meet the following requirements:

1. The employee shall possess a current driver's license authorizing the individual to operate the size school bus the individual is being hired to drive<sup>2</sup>;
2. Have undergone a physical examination, which shall include a drug test,<sup>3</sup> by a licensed physician or advanced practice nurse within the past two years; and
3. A current valid certification of school bus driver in service training.<sup>4</sup>

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;<sup>5</sup>
- The employee submitting an electronic authorization through the Clearinghouse for the District to run a full query of the employee's information in the Clearinghouse; and
- The employee's signing a written authorization for the District to request information from:
  - The Database;<sup>6</sup> and
  - Any U.S. Department of Transportation regulated employers who have employed the employee during any period during the two (2) years prior to the date of the employee's application.

All employees who perform safety-sensitive functions shall annually<sup>7</sup> submit a written authorization for the District to conduct a limited query of the employee's information from the Clearinghouse. The District shall perform a limited query of all employees who perform safety-sensitive functions at least once each school year. If the District's limited query of the Clearinghouse shows that information exists in the Clearinghouse that may prohibit the employee from performing safety-sensitive functions, the District shall conduct a full query of the Clearinghouse on the employee within twenty-four (24) hours of conducting the limited query. If the District is unable to conduct a full query within twenty-four (24) hours due to the twenty-four (24) hours falling on a weekend, holiday, or other day the District is closed or due to the failure of the employee to authorize the District to receive information resulting from the full query of the Clearinghouse, the employee shall not be permitted to perform any safety-sensitive function until the District conducts the full query and the results confirm that the employee's Clearinghouse record contains no prohibitions on the employee performing safety-sensitive functions.

### **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").

### **Requirements**

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

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

### **Prohibitions**

- A. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater;
- B. No driver shall use alcohol while performing safety-sensitive functions;
- C. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol;
- D. No driver required to take a post-accident alcohol test under # 2 above shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first;

- E. No driver shall refuse to submit to an alcohol or drug test in conjunction with # 1, 2, and/or 4 above;
- F. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when using any controlled substance, except when used pursuant to the instructions of a licensed medical practitioner who, with knowledge of the driver's job responsibilities, has advised the driver that the substance will not adversely affect the driver's ability to safely operate his/her vehicle. It is the employee's responsibility to inform his/her supervisor of the employee's use of such medication;
- G. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.

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

### **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.<sup>8</sup>

### **Refusal to Submit**

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

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

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

### **Consequences for Violations**



Drivers who engage in any conduct prohibited by this policy, who refuse to take a required drug or alcohol test, refuse to sign the request for information required by law, or who exceed the acceptable limits for the respective tests shall no longer be allowed to perform safety sensitive functions. Actions regarding their continued employment shall be taken in relation to their inability to perform these functions and could include termination of their contract of employment.<sup>9</sup>

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

If the results for an alcohol test administered to a driver is equal to or greater than 0.02, but less than 0.04, the driver shall be prohibited from performing safety-sensitive functions for a period no less than twenty-four (24) hours from the time the test was administered. Unless the loss of duty time triggers other employment consequence policies, no further other action against the driver is authorized by this policy for test results showing an alcohol concentration of less than 0.04.

### **Reporting Requirements**

The District shall report the following information about an employee who performs safety-sensitive functions to the Clearinghouse by the close of the third (3rd) business day following the date the District obtained the information:<sup>10</sup>

1. An alcohol confirmation test result with an alcohol concentration of 0.04 or greater;
2. A negative return-to-duty test result;
3. A refusal to take an alcohol test;
4. A refusal to test determination; however, if the refusal to test determination is based on the employee’s admission of adulteration or substitution of the specimen, the District shall only report the admissions made to the specimen collector; and
5. A report that the driver has successfully completed all follow-up tests as prescribed in the Substance Abuse Professional report.

The District shall report the following violations for an employee who performs safety-sensitive functions by the close of the third (3rd) business day following the date the District obtains actual knowledge of:<sup>11</sup>

1. On-duty alcohol use;

2. Pre-duty alcohol use;
3. Alcohol use following an accident; and
4. Controlled substance use.

Notes: This policy is similar to Policy 3.7. If you change this policy, review 3.7 at the same time to ensure applicable consistency between the two.

You are required to give drivers a copy of the procedures that will be used in the testing for drugs and alcohol. If you are following your own policy in this regard, give your drivers a copy of that policy; if you're using a drug testing company to administer the tests, give your drivers a copy of the test administration procedures.

You are required to provide your drivers the name of the person you have designated to answer your drivers' questions about the materials you give them regarding drug and alcohol testing.

You are also required to give your employees "information pertaining to the effects of alcohol and controlled substance use on an individual's health, work, and personal life; signs and symptoms of an alcohol or a controlled substances problem (the driver's or a co-worker's); and available methods of intervening when an alcohol or a controlled substances problem is suspected, including confrontation, referral to any employee assistance program and/or referral to management."

Give a copy of this policy to your drivers.

Have your drivers sign an acknowledgement that they have received all of the information contained in this policy and these footnotes.

<sup>1</sup> Students are not required to be transported on a school bus as long as the transporting vehicle is not scheduled for a regularly occurring route or takes a route that contains frequent stops to pick up or drop off students.

<sup>2</sup> The level of driver's license the employee is required to have is determined by the seating capacity or weight of the vehicle. There are vehicles that meet the definition of a school bus but do not require that the employee hold a commercial driver's license in order to operate the vehicle; however, any school bus that meets one of the following must be driven by an individual with a commercial driver's license:

- a. *Combination Vehicle (Group A)—having a gross combination weight rating or gross combination weight of 11,794 kilograms or more (26,001 pounds or more), whichever is greater, inclusive of a towed unit(s) with a gross vehicle weight rating or gross vehicle weight of more than 4,536 kilograms (10,000 pounds), whichever is greater; or*
- b. *Heavy Straight Vehicle (Group B)—having a gross vehicle weight rating or gross vehicle weight of 11,794 or more kilograms (26,001 pounds or more), whichever is greater; or*

c. *Small Vehicle (Group C) that does not meet Group A or B requirements but that either:*

- *Is designed to transport 16 or more passengers, including the driver; or*
- *Is of any size and is used in the transportation of hazardous materials.*

<sup>3</sup> You have the option of also requiring an alcohol test, but you may not selectively require it, i.e. if you require it for one prospective employee you must require it for all prospective employees.

<sup>4</sup> A.C.A. § 6-19-108(f) requires extracurricular trips be made only by certified bus drivers who have valid proof of in service training certification.

<sup>5</sup> While A.C.A. § 6-19-108(e) permits a district to hire a non-certified bus driver in an emergency situation, 49CFR382.301 forbids a first time driver (employee) from performing any safety sensitive functions prior to the district receiving a negative drug test for the employee. Therefore, ASBA advises not hiring a bus driver under A.C.A. § 6-19-108(e) until he/she has had a negative drug/alcohol test.

<sup>6</sup> While the provisions for fines contained in A.C.A. § 27-23-209 do not apply to school districts, school districts are still required to comply with this law. It is for this reason, along with simple prudence in not hiring a person who receives a positive drug/alcohol test, that this language is included. The request for information required by the state is in addition to the federal requirement (49 C.F.R. § 40.25(a)(b)) that you request drug and alcohol test results from any U.S. Department of Transportation regulated employers who have employed the employee during any period during the two (2) years prior to the date of the employee's application.

<sup>7</sup> You may choose to have an employee submit a written authorization that is valid for a specific number of years instead of on an annual basis.

<sup>8</sup> Employers are required to report to the Office of Driver Services of the Revenue Division of the Department of Finance and Administration within three (3) business days the results of an alcohol test if it was performed due to cause or as part of random testing and the results were positive or the employee refused to provide a specimen for testing.

<sup>9</sup> The drivers required to have a teaching license as a prerequisite for their job are covered by Policy 3.7. Federal law requires you to remove them from safety-sensitive functions when a drug or alcohol related problem exists, but does not enter into the realm of dismissing them from their teaching duties. Bus drivers who are not also teaching licensed personnel are covered under this policy and may be dealt with given the specific provisions of their employment. ASBA recommends that licensed employees who are hired for driving a bus in addition to their teaching responsibilities be hired under separate contracts for each position.

<sup>10</sup> When submitting a report, you are required to include all of the following information, as applicable, and provide a copy of the submitted information to the employee, which the employee should sign off on having received:

- a. The reason for the test;
- b. Employee's name, date of birth, and CDL number and State of issuance;
- c. District name, address, and USDOT number;
- d. Date of the test;
- e. Date the result was reported; and
- f. Test result, which must be one of the following:
  - Negative, which is only required for return-to-duty tests;
  - Positive; or
  - Refusal to take a test, which shall include the following additional documentation for an employee's refusal to take a test due to the employee's failure to appear for the test:
    - Documentation, including, but not limited to, electronic mail or other contemporaneous record of the time and date the employee was notified to appear at a testing site; and the time, date and testing site location at which the employee was directed to appear, or an affidavit providing evidence of such notification;
    - Documentation, including, but not limited to, electronic mail or other correspondence, or an affidavit, indicating the date the employee was terminated or resigned (if applicable);
    - Documentation, including, but not limited to, electronic mail or other correspondence, or an affidavit, showing that the C/TPA reporting the violation was designated as a service agent for an employer who employs himself/herself as an employee performing safety-sensitive functions when the reported refusal occurred (if applicable); and
- g. Documentation, including a certificate of service or other evidence, showing that the District provided the employee with all documentation reported under paragraphs (a) through (f) above.

<sup>11</sup> When submitting a report, you are required to include all of the following information, as applicable, and provide a copy of the submitted information to the employee, which the employee should sign off on having received:

- a. Employee's name, date of birth, CDL number and State of issuance;
- b. District name, address, and USDOT number;
- c. Date the District obtained actual knowledge of the violation;
- d. Witnesses to the violation, if any, including contact information;
- e. Description of the violation;
- f. Evidence supporting each fact alleged in the description of the violation, which may include, but is not limited to:
  - Affidavits;
  - Photographs;
  - Video or audio recordings;
  - Employee statements unless the admission is made in conformity with the District's written employer voluntary self-identification program or policy;

- Correspondence; or
  - Other documentation; and
- g. A certificate of service or other evidence showing that the District provided the employee with all information reported under paragraphs (a) through (f) above.

Legal References:     A.C.A. § 6-19-108  
                              A.C.A. § 6-19-119  
                              A.C.A. § 27-23-105  
                              A.C.A. § 27-23-201 et seq.  
                              49 C.F.R. § part 40  
                              49 C.F.R. § 382.101 – 605  
                              49 C.F.R. § 382.701 et seq.  
                              49 C.F.R. § 383.5  
                              49 C.F.R. § 390.5  
                              Arkansas Division of Academic Facilities and Transportation Rules  
                              Governing Maintenance and Operations of Arkansas Public School Buses  
                              and Physical Examinations of School Bus Drivers

Date Adopted: July 8, 2004

Last Revised: April 15, 2019

                  May 18, 2020

                  July 15, 2021

                  January 22, 2025

## **8. CLASSIFIED EMPLOYEES SICK LEAVE**

### **Definitions**

1. "Employee" is an employee of the District working 20 or more hours per week who is not required to have a teaching license as a condition of his employment.
2. "Sick Leave" is absence from work due to illness, whether by the employee or a member of the employee's immediate family, or due to a death in the family. The principal shall determine whether sick leave will be approved on the basis of a death outside the immediate family of the employee
3. "Current Sick Leave" means those days of sick leave for the current contract year, which leave is granted at the rate of one day of sick leave per month worked, or major part thereof
4. "Accumulated Sick Leave" is the total of unused sick leave, up to a maximum of one-hundred twenty (120) accrued from previous contracts, but not used. Accumulated sick leave also includes the sick leave transferred from an employee's previous public school employment.
5. "Immediate family" means an employee's spouse, child, parent, or any other relative provided the other relative lives in the same household as the employee.

### **Sick Leave**

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

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

At the discretion of the principal (or Superintendent), and, if FMLA is applicable, subject to the certification or recertification provisions contained in policy 8.23-CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE the District may require a written statement from the employee's physician documenting the employee's illness. Failure to provide such documentation of illness may result in sick leave not being paid, or in discipline up to and including termination.

If the employee's absences are not subject to the FMLA or are in excess of what is protected under the FMLA, excessive absenteeism, to the extent that the employee is not carrying out his/her assigned duties to the degree that the education of students or the efficient operation of a school or the district is substantially adversely affected (at the determination of the principal or Superintendent) may result in termination.

At the end of each year, employees with over 120 accumulated sick leave days will receive a daily rate of \$40.00 per day for each day over 120. Retiring employees with a minimum of ten (10) consecutive year's employment with Ozark Mountain School District (Bruno-Pyatt School, St. Joe School, or Western Grove School) will be reimbursed for all accumulated sick leave days, up to a maximum of 130 days, at the rate of \$40.00 per day.

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

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

Legal References:      AC.A § 6-17-1301 et seq.  
                                 29 USC §§ 2601 et seq.  
                                 29 CFR 825.100 et seq.

Date Adopted: July 8, 2004

Last Revised: June 16, 2008

April 15, 2019

## **8.6—SICK LEAVE BANK —CLASSIFIED EMPLOYEES**

A sick leave bank is established for the purpose of permitting classified employees, upon approval, to obtain sick leave in excess of accumulated and current sick leave, when the classified employee has exhausted all such leave. Only those classified employees who contribute to the sick leave bank during a given contract year shall be eligible to withdraw from the sick leave bank.

The Superintendent shall appoint a Classified Sick Leave Bank Committee. That committee shall consist of six (6) members: five (5) classified employees<sup>1</sup> and one (1) principal.

The terms of the committee shall be for three (3) years with two (2) members being replaced each year.

The Committee shall meet as necessary for the purpose of reviewing requests for withdrawal from the bank. The determination of the committee shall be final.

### **Withdrawals**

The Committee may, but is not obligated to, grant sick leave up to \_\_\_\_\_ days per contract year for personal or family illness, disabilities or accidents (not including accidents for which the employee is receiving Workers' Compensation), which cause the employee to be absent from work and when the employee has exhausted all accumulated and current sick leave.

Requests for withdrawal from the sick leave bank must state the reason(s) for the request and the number of days requested and must be accompanied by a detailed statement from an attending physician of the nature of the malady and the expected duration thereof.

If the information provided to the Committee is deemed by a majority of the Committee to be insufficient, the Committee may require additional information or deny the employee's request, at its discretion.

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

### **Spousal Donations**

District employees who are a legally married couple are eligible to utilize each other's sick leave. Written permission must be received for each day of donated sick leave. If the employees are paid at different rates of pay, the lesser rate of pay shall be used for the purpose of the donated sick leave days.<sup>2</sup>

Notes: This policy is similar to Policy 3.9. If you change this policy, review 3.9 at the same time to ensure applicable consistency between the two.



This policy is TOTALLY OPTIONAL. The law clearly permits, but does not require, the formation of a sick leave pool or bank. Before you adopt this policy, consider the following:

- Can you afford it? Where are the sick leave days going to come from? Some districts give a sick leave committee the freedom to simply manufacture unearned sick leave days to distribute to applicants. Others take the more conservative route of requiring employees to donate earned days for redistribution. The most conservative route of all is to only allow donors to the bank to apply for a sick leave award, to strictly limit the number of days and/or the number of times any individual can request an award, or only permitting direct donation (individual to individual).
- Our policy does not mix licensed and classified sick leave days, due to the value discrepancy. A seventy-five dollar (\$75) classified day could end up costing the district a three hundred dollar (\$300) daily salary rate as well as the cost of the substitute, (transferring from a lower paying classified employee to a higher-paid teacher) and the difference would be absorbed by the school district. If you chose to merge sick leave banks, and have only one for all employees, please be mindful of this financial consideration. See footnote #2 below.
- What will the effect be on the education of students or the efficient operation of a school or the district? **Any** liberalization of sick leave results in more sick leave being used; the more liberal the policy or the more generous the sick leave pool or bank, the greater the demand for supplementary sick leave and the more days will be missed from work. A sick leave pool or bank takes a sick leave day away from someone who is highly unlikely to use it and transfers it to someone who is one hundred percent (100%) likely to use it.
- Sick leave, and a sick leave pool or bank, was never intended to be a substitute for disability insurance in the event of a serious or long term illness. It simply cannot supply the long term income needs of persons who have become disabled and are unable to continue to work. Employees should be encouraged to consider purchasing supplemental disability insurance rather than rely on the pool or bank for such purposes. Districts may wish to consider adding this as a fringe benefit if the district's financial condition permits.
- Some districts use a sick leave pool or bank like the appointed committee suggests in the model policy; others simply use the existing Personnel Policies Committee rather than have to create an additional committee. Other districts have reported that committee members themselves dislike and are uncomfortable with the committee structure, and have asked for policy changes, giving the responsibility for administering sick leave bank requests to the superintendent or to another central office administrator. The decision-maker issue is something to consider carefully.

<sup>1</sup> ASBA recommends that each of the five (5) categories of classified employees designated in A.C.A. § 6-17-2303 have a representative on the committee. The five (5) categories are:

- a. Maintenance and operations;
- b. Transportation;
- c. Food service;
- d. Secretarial and clerical; and

e. Aids and paraprofessionals.

<sup>2</sup> You may choose to include, or not include, this optional sentence. It is also allowable to have a stand-alone policy for this sentence if your district otherwise chooses not to have a sick leave bank. The rate of pay would be determined by the employee receiving the lower wage. For example, one spouse might be licensed and the other classified. If the licensed employee received a day of sick leave from his/her spouse who is a classified employee making a lower wage, the sick leave would be valued at the lower wage.

Example: Teacher, whose daily rate is one hundred fifty dollars (\$150) a day, has a sick leave day transferred to her by her husband, who works as a custodian and whose daily rate is seventy-five dollars (\$75). She would be credited seventy-five dollars (\$75) for the day instead of one hundred fifty dollars (\$150), due to her husband's donation (or one half ( $\frac{1}{2}$ ) the teacher's rate for sick leave).

Legal Reference: A.C.A. § 6-17-1306

Date Adopted:

Last Revised:

## **8.6A-BEREAVEMENT**

At the beginning of each staff member's contract period, the staff member will be granted three (3) bereavement days. The bereavement policy covers the death of a classified staff members immediate or extended family. This leave may be taken at any point during the contract period. One of the bereavement days may be used for the death of an unspecified person. If more than three (3) days are needed, sick days may be used for this purpose.

Bereavement days may not be accumulated and are not figured in on the end of the year compensation (see Sick Leave Policy).

Date Adopted: July 8, 2004

Last Revised: April 15, 2019

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

For the district to function efficiently and have the necessary personnel present to effect a high achieving learning environment, employee absences need to be kept to a minimum. The district acknowledges that there are times during the school year when employees have personal business that needs to be addressed during the school day. Each full-time employee shall receive two (2) days of personal leave per contract year. The leave may be taken in increments of no less than ½ day. Twelve month employees will receive one additional day of leave each year for a total of three (3).

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

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

1. Athletic or academic events related to a public school district; and
2. Meetings and conferences related to education.

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

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

Employees who fail to report to work when their request for a personal day has been denied or who have exhausted their allotted personal days, shall lose their daily rate of pay for the day(s) missed (leave without pay). While there are instances where personal circumstances necessitate an employee's absence beyond the allotted days of sick and/or personal leave, any employee who requires leave without pay must receive advance permission (except in medical emergencies and/or as permitted by policy 8.23-CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE) from their immediate supervisor. Failure to report to work without having received permission to be absent is grounds for discipline, up to and including termination.

Personal leave may accumulate up to a maximum of five (5) days. After five (5) days are accumulated any additional days will revert to sick leave.

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

### **Professional Leave**

"Professional Leave" is leave granted for the purpose of enabling an employee to participate in professional activities (e.g., workshops or serving on professional committees) which can serve to improve the school District's instructional program or enhances the employee's ability to perform his duties. Professional leave will also be granted when a school District's employee is subpoenaed for a matter arising out of the employee's employment with the school District. Any employee seeking

professional leave must make a written request to his immediate supervisor, setting forth the information necessary for the supervisor to make an informed decision. The supervisor's decision is subject to review and overruling by the superintendent. Budgeting concerns and the potential benefit for the District's students will be taken into consideration in reviewing a request for professional leave.

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

If the employee does not receive or does not accept remuneration for his/her participation in the professional leave activity and a substitute is needed for the employee, the District shall pay the full cost of the substitute. If the employee receives and accepts remuneration for his/her participation in the professional leave activity, the employee shall forfeit his/her daily rate of pay from the District for the time the employee misses. The cost of a substitute, if one is needed, shall be paid by the employee/District.

Legal Reference: AC.A§ 6-17-211

Date Adopted: July 8, 2004

Last Revised: April 15, 2019

## **8.7B-MILITARY LEAVE**

Leave for military duty will be considered on an individual basis. It will follow the statutes as prescribed by Act 586 of 1989. Military leave will be granted 48 hours prior of the date on orders and shall extend 48 hours from the ending date of orders. Reserve duty does not apply and will not receive extended leave.

Date Adopted: July 8, 2004

Last Revised: April 15, 2019

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

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

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

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

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

Date Adopted: June 16, 2008

Last Revised: April 15, 2019

## **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 sick leave will be granted for the employee's participation in such public office. The employee may take personal leave or vacation (if applicable), if approved in advance by the Superintendent, during his/her absence.

Prior to taking leave, and as soon as possible after the need for such leave is discerned by the employee, he/she 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 discipline, up to and including termination.

Note: This policy is similar to Policy 3.13. If you change this policy, review 3.13 at the same time to ensure applicable consistency between the two.

Cross Reference: Policy 8.17—Classified Personnel Political Activity

Legal Reference: A.C.A. § 6-17-115

Date Adopted: July 8, 2004

Last Revised: April 15, 2019

January 22, 2025



## **8.10-JURY DUTY -CLASSIFIED PERSONNEL**

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

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

Employees shall receive their regular pay from the district while serving jury duty, and shall reimburse the district from the stipend they receive for jury duty, up to, but not to exceed, the cost of the substitute hired to replace the employee in his/her absence.

Legal Reference: AC.A§ 16-31-106

Date Adopted: July 8, 2004

Last Revised: June 21, 2010

April 15, 2019

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

The Ozark Mountain School District shall comply with those portions of the Fair Labor Standards Act (FLSA) that relate to the operation of public schools. The FLSA requires that covered employees receive compensation for each hour worked at greater than or equal to the applicable minimum wage for work weeks of less than or equal to forty (40) hours.<sup>A</sup> It also requires that employees be compensated for workweeks of greater than forty (40) hours at one and a half (1 ½) times their regular hourly rate of pay, either monetarily<sup>B</sup> or through compensatory time off.<sup>C</sup>

### Definitions

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

“Exempt Employees” are those employees who are not covered under the FLSA because the employee’s:<sup>1,D</sup>

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

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

“Overtime” is hours worked in excess of forty (40) per workweek. Compensation given for hours **not** worked such as for holidays or sick days do **not** count in determining hours worked per work week.<sup>E</sup>

“Regular Rate of Pay” includes all forms of remuneration for employment<sup>2</sup> and shall be expressed as an hourly rate.<sup>F</sup> For those employees previously paid on a salary basis, the salary shall be converted to an hourly equivalent. Employees shall be paid for each and every hour worked.

“Straight time pay” is the amount of hourly compensation an employee receives for each hour worked during that week.

“Workweek” is the seven day consecutive period of time from 12:00AM on Sunday to midnight on the following Saturday.<sup>3</sup> Each workweek is independent of every other workweek for the purpose of determining the number of hours worked and the remuneration entitled to by the employee for that week.<sup>G</sup>

### Employment Relationships

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

- 1. Between the District and student teachers;
- 2. Between the District and its students; and

3. Between the District and individuals who as a public service volunteer or donate their time to the District without expectation or promise of compensation.

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

- a. 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.
- b. Between the District and any agency contracted with to provide transportation services, security services, substitute teachers or other temporary employees, or other services.

### **Hours Worked**

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

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

Employees shall sign in/clock in where they start 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.<sup>4</sup>

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 forty (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 twenty (20) hours per week shall be provided two (2), paid, fifteen (15) minute duty free breaks per work day.<sup>K</sup>

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

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

### **Overtime**

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

The rate of overtime pay for employees who work two (2) or more jobs for the District at different rates of pay shall be determined by creating a weighted average of the different rates (a.k.a. blended rate).<sup>O</sup> The weighted average will be calculated by multiplying the number of hours worked during that week for each position by the position's rate of pay, combining the resulting amounts for each position (straight time pay), and dividing the straight time pay by the total number of hours the employee worked in that week. The weighted average will then be multiplied by one half (0.5), which will then be multiplied by the number of hours the employee worked that week over forty (40).<sup>5</sup>

Provided the employee and the District have a written agreement or understanding before the work is performed,<sup>P</sup> compensatory time off may be awarded in lieu of overtime pay for hours worked over forty (40) in a workweek and shall be awarded on a one-and-one-half (1 1/2) time basis for each hour of overtime worked.<sup>Q</sup> The District reserves the right to determine if it will award compensatory time in lieu of monetary pay for the overtime worked. The maximum number of compensatory hours an employee may accumulate at a time is twenty (20).<sup>6</sup> The employee must be able to take the compensatory time off within a reasonable period of time that is not unduly disruptive to the District.

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

1. The average regular rate received by the employee during the last 3 years of employment.  
Or
2. The final regular rate received by the employee.<sup>R</sup>

### **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 shall 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 a request for leave was not possible in advance due to unforeseen or emergency circumstances, 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 four (4) hour increments.<sup>7</sup>

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

The District shall keep and maintain records as required by the FLSA for the period of time<sup>U</sup> required by the act.<sup>8</sup>

The District shall display minimum wage posters where employees can readily observe them.<sup>9</sup>

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

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

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

Notes: <sup>1</sup> Registered nurses fall under the “Learned Professional” exemption of the FLSA; however, this exemption does not apply to LPNs.

While the DOL removed the bright line rule that a supervisor may not spend more than twenty percent (20%) of work time in a week performing non-supervisory duties, a supervisor must still commit a majority of time to supervisory duties and the higher the percentage of time each week the better.

Except for teachers and other staff whose primary job duties requires the employee to have a valid teaching license, in order for an employee to be an exempt employee under this policy, the Wage and Hour Division of the DOL requires the employee to receive a minimum amount of gross income on a weekly or annual basis. While the DOL released final regulations that included a requirement that starting July 1, 2024 an employee was required to receive a salary of at least eight hundred forty-four dollars (\$844) per week or forty-three thousand eight hundred eighty-eight dollars (\$43,888) annually to be exempt; On January 1, 2025, that an employee would be required to receive a salary of at least one thousand one hundred twenty-eight dollars (\$1,128) per week or fifty-eight thousand six hundred fifty-six dollars (\$58,656) annually to be exempt; and that the U.S. DOL would increase the required salary minimum every three (3) years with the first increase

becoming effective on July 1, 2027, a U.S. Federal District Court in Texas has ruled that the DOL is not allowed to enforce the minimum salary increases or the automatic increases in the future. As a result of the ruling, the minimum salary an employee is required to receive is six hundred eighty-four dollars (\$684) a week or \$35,568 annually to be exempt.

<sup>2</sup> If you provide your employee a benefit in the form of goods or a facility, the reasonable cost or the fair value of the lodging (per week) must be added to the cash wages before the regular rate is determined.

<sup>3</sup> Select any consecutive one hundred sixty-eight (168) hours period (seven (7) days) that will work best for your district.

<sup>4</sup> Devise a system that will work for your district. The point is to have an accurate and verifiable record of the hours worked by each employee. While carrying time cards around can be a hassle, you don't want to lose excessive work time from an employee having to walk excessively to and from their time sheet. Time clocks are obviously an accurate and verifiable record of hours worked, but they are not without drawbacks. First, they are not cheap to initially purchase and then to configure for your district as a whole. Second, employees can unintentionally take less than thirty (30) minute meal times (by forgetting the exact time they clock out), which makes that time compensable.

<sup>5</sup> Example: Employee has two (2) jobs for the district that each pay a different rate: job A pays eight dollars (\$8) per hour and job B pays ten dollars (\$10) per hour. One week, Employee works fifty (50) hours: twenty-six (26) hours for job A and twenty-four (24) hours for job B. 26 hours at \$8 = \$208 and 24 hours at \$10 = 240.  $\$208 + \$240 = \$448$  (straight time pay).  $\$448 \div 50 = \$8.96$  (weighted average).  $\$8.96 \times 0.5 = \$4.48$ .  $\$4.48 \times 10 \text{ hours} = \$44.80$ .  $\$448 + \$44.80 = \$492.80$ . Therefore, the employee will be paid four hundred ninety-two dollars and eighty cents (\$492.80) for the week.

The reason why it appears that a person who works two differently paid jobs receives such a small amount per hour for overtime pay is because the payment formula takes into account that you have already paid the person their standard rate of pay for the additional hours worked as part of the employee's straight time pay so you are only needing to determine the additional one half (0.5) the employee is eligible to receive for each hour of overtime. For more information visit [http://www.twc.state.tx.us/news/eft/e/i\\_employees\\_two\\_rates.html](http://www.twc.state.tx.us/news/eft/e/i_employees_two_rates.html).

<sup>6</sup> You may choose any number  $< 240$ . In determining the number to insert remember that you must permit the employee to use the comp time within a "reasonable" period of time so long as it does not "unduly disrupt" the district's operations. Comp time does not have to be offered to all employees, nor does the agreement have to be the same for all employees.

<sup>7</sup> The DOL does not recognize leave in the form of "days" for hourly employees even though that is how Arkansas law (A.C.A. § 6-17-1304) prescribes them. The DOL

requires they be attributed in hourly allotments. You can choose the minimum amount of leave that may be used at one time.

<sup>8</sup> 29 CFR § 516.2 –516.9 and 29 CFR § 553.50 list the records that are required to be kept.

<sup>9</sup> The district must display minimum wage posters in “conspicuous places” (each work site). They can be downloaded from the DOL by going to <http://www.dol.gov/whd/regs/compliance/posters/flsa.htm>

Legal References:

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

Date Adopted: July 8, 2004

Last Revised: Aril 15, 2019

May 18, 2020

January 22, 2025

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

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

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

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

When a classified employee is additionally employed by the District by a contract for a second classified position or to perform supplementary duties for a stipend or multiplier, the duties, expectations, and obligations of the primary position employment contract shall prevail over all other employment duties unless the needs of the district dictate otherwise. If there is a conflict between the expectations of the primary position and any other contracted position, the employee shall notify the employee's building principal as far in advance as is practicable. The Building principal shall verify the existence of the conflict by contacting the supervisor of the secondary contracted position. The building principal shall determine the needs of the district on a case-by-case basis and rule accordingly. The principal's decision is final with no appeal to the Superintendent or the School Board. Frequent conflicts or scheduling problems could lead to the termination of the conflicting contract of employment or the contract to perform the supplementary duties.

For employees who work two or more jobs for the District, the superintendent or designee shall specify which is the employee's primary job. If circumstances change, the determination can be changed to reflect the current needs of the District. Furthermore, if on any given day, one of the employee's jobs requires more hours worked than is customary, the District reserves the right to lessen the number of hours the employee may work in his/her other job such that the employee does not exceed forty (40) hours worked in that week.<sup>1</sup>

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

Sick leave related absence from work (e.g. sick leave for personal or family illness or accident, Workers Comp, and FMLA) inherently means the employee is also incapable of working at any source of outside employment. Except as provided in policy 8.26, if an employee who works a non-district job while taking district sick leave for personal or family illness or accident, Workers' Comp, or FMLA shall be subject to discipline up to and including termination.

Notes: This policy is similar to Policy 3.18. If you change this policy, review 3.18 at the same time to ensure applicable consistency between the two.



<sup>1</sup> The fact that a district may reduce an employee's hours for one job due to extra hours being worked in the employee's second job does NOT permit the district to require the same duties in the reduced hours job, but merely pay for it to be done in fewer hours. Please also note that districts are obligated under the Fair Labor Standards Law (FLSA) (see policy 8.11) to pay every hourly employee (other than those few classified employees who meet FLSA's definition of "supervisor") for every minute worked. Classified employees' wages have to be based on an hourly wage even if paid as a salary; there are methods for determining the "blended" rate for employees working more than forty (40) hours in a week who are paid on the basis of more than one hourly wage. These requirements also apply to the calculation of stipends.

Cross References:     8.5—CLASSIFIED EMPLOYEES SICK LEAVE  
                             8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE  
                             8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND  
                             WORKERS' COMPENSATION

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

Date Adopted: July 8, 2004  
Last Revised: April 15, 2019  
                     January 22, 2025

## **8.13-----CLASSIFIED PERSONNEL EMPLOYMENT**

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

**If the employee provides false or misleading information, or if he/she withholds information to the same effect, it may be grounds for dismissal. In particular, it will be considered a material misrepresentation and grounds for termination of contract of employment if an employee's application information is discovered to be other than as was represented by the employee, either in writing on application materials or in the form of representations made to the school district.**

**It is grounds for termination of contract of employment if an employee fails a criminal background check or receives a true report on the Child Maltreatment Central Registry check. All classified employees shall complete, at District expense, a criminal records background check and Child Maltreatment Central Registry check at least one (1) time every five (5) years.**

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

**Before the superintendent may make a recommendation to the Board that an individual be hired by the District, the superintendent shall check the Arkansas Educator Licensure System to determine if the individual has a currently suspended or revoked teaching license or a current Level 3 or Level 4 public notification of ethics violation. An individual with a currently suspended license or whose license has been revoked by the State Board of Education is not eligible to be employed by the District; this prohibition includes employment as a substitute teacher, whether directly employed by the District or providing substitute teaching services under contract with an outside entity. An individual with a current Level 3 or Level 4 public notification of ethics violation shall not be recommended for employment by the District.**

**If the superintendent finds probable cause that an employee has engaged in sexual misconduct with a minor, then the superintendent or the superintendent's designee shall not provide a favorable recommendation of employment on behalf of the employee.**

The District is an equal opportunity employer and shall not discriminate on the grounds of race, color, religion, national origin, sex, pregnancy, sexual orientation, gender identity, age, disability, or genetic information.

Inquiries on non-discrimination may be directed to the Superintendent, who may be reached at (870) 439-2218.

Any person may report sex discrimination, including sexual harassment, to the Title IX Coordinator in person or by using the mailing address, telephone number, or email address provided above. A report may be made at any time, including during non-business hours, and may be on the individual's own behalf or on behalf of another individual who is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment.

For further information on notice of non-discrimination or to file a complaint, visit <https://www2.ed.gov/about/offices/list/ocr/complaintinfo.html>; for the address and phone number of the office that serves your area, or call 1-800-421-3481.

In accordance with Arkansas law, the District provides a veteran preference to applicants who qualify for one of the following categories:

1. A veteran without a service-connected disability;
2. A veteran with a service-connected disability; and
3. A deceased veteran's spouse who is unmarried throughout the hiring process.

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

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

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

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

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

Legal References: Division of Elementary and Secondary Education Rules Governing Background Checks

**Division of Elementary and Secondary Education Rules Governing the Code of Ethics  
for Arkansas Educators**

**AC.A§ 6-16-1507**

A.C.A. § 6-16-2001 et seq.

**AC.A§ 6-17-301**

**AC.A§ 6-17-414**

**AC.A§ 6-17-428**

**AC.A§ 6-17-429**

**AC.A§ 21-3-302**

**AC.A§ 21-3-303**

**AC.A§ 25-19-101 et seq.**

**28 C.F.R. § 35.106**

**29 C.F.R. part 1635**

**34 C.F.R. § 100.6**

**34 C.F.R. § 104.8**

**34 C.F.R. § 106.8**

**34 C.F.R. § 106.9**

**34 C.F.R. § 108.9**

**34 C.F.R. § 110.25**

**Date Adopted: July 8, 2004**

**Last Revised: April 15, 2019**

**July 20, 2020**

**June 15, 2023**

**January 25, 2024**

**July 24, 2025**

## **8.13 A-CLASSIFIED PERSONNEL BENEFITS**

The Ozark Mountain School District provides its classified personnel benefits consisting of the following:

1. The priceless reward of helping shape the life and future of our children;
2. Health Insurance Assistance;
3. Contribution to the teacher retirement system or Arkansas Public Employees Retirement System;
4. One sick leave day per 20 contracted days to be rounded to the nearest ½ day;
5. Two (2) Personal days; three (3) for twelve-month employees;
6. Paid AR Blue Cross/Blue Shield Dental Insurance (Employee only).

Legal Reference: AC.A§ 6-17-201

Date Adopted: July 8, 2004

Last Revised: April 15, 2019

## **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 supervisor with the authority to make school approvals), or the appropriate designee of the Superintendent and that the employee's attendance/travel was at the request of the district.

It is the responsibility of the employee to determine the appropriate supervisor from which he/she 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.

Date Adopted: July 8, 2004  
Last Revised: April 15, 2019

## **8.15--CLASSIFIED PERSONNEL USE OF TOBACCO, ELECTRONIC NICOTINE DELIVERY SYSTEMS, AND RELATED PRODUCTS**

Smoking or use of tobacco or products containing tobacco in any form (including, but not limited to, cigarettes, cigars, chewing tobacco, and snuff) in or on any real property owned or leased by a District school, including school buses owned or leased by the District, or other school vehicles is prohibited.

With the exception of recognized tobacco cessation products, this policy's prohibition includes any tobacco or nicotine delivery system or product. Specifically, the prohibition includes any product that is manufactured, distributed, marketed, or sold as e-cigarettes, e-cigars, e-pipes, or under any other name or descriptor.

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

Notes: This policy is similar to Policy 3.21. If you change this policy, review policy 3.21 at the same time to ensure applicable consistency between the two.

The statute requires the statute's posting "...in a conspicuous location at every entrance to each building owned or leased by a public school district and every school bus used to transport students"

This model policy tracks the state law referenced below. It is not required to be in District policies, but it could be useful in informing employees of the statutory prohibition on all tobacco use.

Law enforcement officers and employees of a school are immune from civil liability for the confiscation from a minor on school campus or at a school sponsored event of:

- Nicotine, tobacco products, vapor products, alternative nicotine products, e-liquid products, or cigarette papers; or
- A product that the individual reasonably believes to be a vapor product.

Legal Reference: AC.A. § 6-21-609  
A.C.A. § 20-65-103

Date Adopted: July 8, 2004  
Last Revised: April 15, 2019  
May 18, 2020  
July 24, 2025

## **8.16---DRESS OF CLASSIFIED EMPLOYEES**

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

Date Adopted: July 8, 2004

Last Revised: April 15, 2019



## **8.17-CLASSIFIED PERSONNEL POLITICAL ACTIVITY**

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

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

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

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

Date Adopted: July 8, 2004  
Last Revised: April 15, 2019  
                    May 18, 2020

## **8.17 A-PROFESSIONAL ORGANIZATIONS**

Each employee is afforded the opportunity to become a member of the various available professional organizations. It is left to the discretion of the employee as to their participation in these organizations.

Date Adopted: July 8, 2004

Last Revised: April 15, 2019

## **8.18-CLASSIFIED PERSONNEL DEBTS**

For the purposes of this policy, "garnishment" of a district employee is when the employee has lost a lawsuit to a judgment creditor who brought suit against a school district employee for an unpaid debt, has been awarded money damages as a result, and these damages are recoverable by filing a garnishment action against the employee's wages. For the purposes of this policy, the word "garnishment" excludes such things as child support, student loan or IRS liens or deductions levied against an employee's wages.

All employees are expected to meet their financial obligations. If an employee writes "hot" checks or has his/her income garnished by a judgment creditor, dismissal may result.

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

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

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

Date Adopted: August 20, 2007

Last Revised: April 15, 2019

## **8.18 A-FUND RAISERS/PURCHASING SUPPLIES**

No moneymaking project of any kind is to be undertaken by any class, group, or club without prior approval from the school administration,

Funds raised in the school's name by any organization other than in-school clubs or groups will be responsible for supplying the school administration with a full accounting of such funds. The accounting shall consist of the location of funds, amounts raised, amounts spent, and what said amounts were spent for. All fund raisers held in the school's name involving elementary school children must be in accordance with Act 525 of 1993.

School personnel are to complete a purchase order form and submit it to the proper official for approval prior to purchasing of any materials which will be paid for by school funds. All other purchases will be the responsibility of the employee.

Date Adopted: July 8, 2004  
Last Revised: April 15, 2019

## **8.19---CLASSIFIED PERSONNEL GRIEVANCES**

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

### **Definitions**

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

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

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

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

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

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

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

### **Process**

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

If the grievance cannot be resolved by the immediate supervisor, the employee can advance the grievance to Level Two. To do this, the employee must complete the top half of the Level Two Grievance Form within five (5) working days of the discussion with the immediate supervisor, citing the manner in which the specific

personnel policy was violated that has given rise to the grievance, and submit the Grievance Form to his/her immediate supervisor. The supervisor will have ten (10) working days to respond to the grievance using the bottom half of the Level Two Grievance Form which he/she will submit to the building principal or, in the event that the employee's immediate supervisor is the building principal, the superintendent.

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

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

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

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

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

- a. For a grievance filed as an individual, determine if the grievance, on its face, is a subject that may be grieved under district policy.
- b. For a grievance that is filed as a group grievance, review the composition of the group and either:

- Rule that the group has met the requirements to qualify as a group grievance and then determine whether the matter of the grievance is, on its face, a subject that may be grieved under District policy; or
- Rule that the composition of the group does not meet the definition of a group grievance under District policy.

If the Board rules that the grievance, whether filed as an individual or as a group, is not a subject that may be grieved, the matter shall be considered closed. If the Board rules that the composition of the group does not meet the definition of a group grievance under District policy, employees who had filed a grievance as part of a group grievance that the Board ruled to not meet the policy's definition of a group grievance may choose to subsequently file an individual grievance by starting with Level One of the process; in such cases, a grievance will be considered to be timely filed if the notification of the employee's supervisor requirement under Level 1 is made within five (5) work days of the Board meeting where the Board ruled that the proposed group grievance did not meet the policy's definition of a group grievance. If multiple employees have filed individual grievances that are of the same nature so that they would meet the definition of a group grievance if they had been filed by a group, then the Board may consolidate the individual grievances that are of the same nature into a group grievance. If the Board consolidates individual grievances that are of the same nature into a group grievance, then the individuals whose grievances were consolidated shall select one (1) or more individuals from among those whose grievances were consolidated to represent the group grievance holders before the Board.

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

### **Records**

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

### **Reprisals**

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

Legal References: AC.A. § 6-17-208, 210

Date Adopted: July 8, 2004

Last Revised: April 15, 2019, May 18, 2020, June 15, 2023

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

Name:.....

Datesubmitted to supervisor:\_\_\_\_\_

Classified Personnel Policy grievance is based upon:

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Grievance (be specific):

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What would resolve your grievance?

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Supervisor's Response

Datesubmitted to recipient:\_\_\_\_\_

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## **8.20 —CLASSIFIED PERSONNEL SEX DISCRIMINATION ANDSEX-BASED HARASSMENT**

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

The District believes the best policy to create an educational and work environment free from sexual harassment is prevention; therefore, the District shall provide informational materials and training to students, parents/legal guardians/other responsible adults, and employees on sexual harassment. The informational materials and training on sexual harassment shall be age appropriate and, when necessary, provided in a language other than English or in an accessible format. The informational materials and training shall include, but are not limited to:

- The nature of sexual harassment;
- The District's written procedures governing the formal complaint grievance process;<sup>1</sup>
- The process for submitting a formal complaint of sexual harassment;
- That the district does not tolerate sexual harassment;
- That students and employees can report inappropriate behavior of a sexual nature without fear of adverse consequences;
- The supports that are available to individuals suffering sexual harassment; and
- The potential discipline for perpetrating sexual harassment.

### **Definitions**

“Complainant” means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

“Education program or activity” includes locations, events, or circumstances where the District exercised substantial control over both the respondent and the context in which the sexual harassment occurs.

“Formal complaint” means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting an investigation of the allegation of sexual harassment.

“Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

“Sexual harassment” means conduct on the basis of sex that satisfies one or more of the following:

1. A District employee:
  - a. Conditions the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct;<sup>2</sup> or
  - b. Uses the rejection of unwelcome sexual conduct as the basis for academic decisions affecting that individual;<sup>2</sup>
2. The conduct is:
  - a. Unwelcome; and
  - b. Determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or
3. Constitutes:
  - a. Sexual assault;
  - b. Dating violence
  - c. Domestic violence; or
  - d. Stalking.

“Supportive measures” means individualized services that are offered to the complainant or made available to the

respondent designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party. The supportive measures must be non-disciplinary and non-punitive in nature; offered before or after the filing of a formal complaint or where no formal complaint has been filed; and offered to either party as appropriate, as reasonably available, and without fee or charge. Examples of supportive measures include, but are not limited to: measures designed to protect the safety of all parties or the District's educational environment, or deter sexual harassment; counseling; extensions of deadlines or other course-related adjustments; modifications of work or class schedules; campus escort services; mutual restrictions on contact between the parties; changes in work or class locations; leaves of absence; and increased security and monitoring of certain areas of the campus.

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

Actionable sexual harassment is generally established when an individual is exposed to a pattern of objectionable behaviors or when a single, serious act is committed. What is, or is not, sexual harassment will depend upon all of the surrounding circumstances and may occur regardless of the sex(es) of the individuals involved. Depending upon such circumstances, examples of sexual harassment include, but are not limited to:

- Making sexual propositions or pressuring for sexual activities;
- Unwelcome touching;
- Writing graffiti of a sexual nature;
- Displaying or distributing sexually explicit drawings, pictures, or written materials;
- Performing sexual gestures or touching oneself sexually in front of others;
- Telling sexual or crude jokes;
- Spreading rumors related to a person's alleged sexual activities;
- Discussions of sexual experiences;
- Rating other students or employees as to sexual activity or performance;
- Circulating or showing e-mails or Web sites of a sexual nature;
- Intimidation by words, actions, insults, or name calling; and
- Teasing or name-calling related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual, regardless of whether or not the individual self-identifies as homosexual or transgender.

Employees who believe they have been subjected to sexual harassment are encouraged to submit a report to their immediate supervisor, an administrator, or the Title IX coordinator. Under no circumstances shall an employee be required to first report allegations of sexual harassment to a school contact person if that person is the individual who is accused of the sexual harassment. If the District staff member who received a report of alleged sexual harassment is not the Title IX Coordinator, then the District staff person shall inform the Title IX Coordinator of the alleged sexual harassment. As soon as reasonably possible after receiving a report of alleged sexual harassment from another District staff member or after receiving a report directly through any means, the Title IX Coordinator shall contact the complainant to:

- Discuss the availability of supportive measures;
- Consider the complainant's wishes with respect to supportive measures;
- Inform the complainant of the availability of supportive measures with or without the filing of a formal complaint; and
- explain to the complainant the process for filing a formal complaint.

### **Supportive Measures**

The District shall offer supportive measures to the complainant and make supportive measures available to the respondent that are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party before or after the filing of a formal complaint or where no formal complaint has been filed. The District shall provide individualized supportive measures to the complainant unless declined in writing by the complainant and shall provide individualized supportive measures that are non-disciplinary and non-

punitive to the respondent. A complainant who initially declined the District's offer of supportive measures may request supportive measures at a later time and the District shall provide individualized supportive measures based on the circumstances when the subsequent request is received.

### **Formal Complaint**

A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by email. Upon receipt of a formal complaint, a District shall simultaneously provide the following written notice to the parties who are known:

- Notice of the District's grievance process and a copy of the procedures governing the grievance process;
- Notice of the allegations of sexual harassment including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include:
  - ✚ The identities of the parties involved in the incident, if known;
  - ✚ The conduct allegedly constituting sexual harassment; and
  - ✚ The date and location of the alleged incident, if known;
- A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;
- That the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;
- That the parties may inspect and review evidence relevant to the complaint of sexual harassment; and
- That the District's personnel policies and code of conduct prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If, in the course of an investigation, the District decides to investigate allegations about the complainant or respondent that are not included in the previous notice, the District shall simultaneously provide notice of the additional allegations to the parties whose identities are known.

The District may consolidate formal complaints of allegations of sexual harassment where the allegations of sexual harassment arise out of the same facts or circumstances and the formal complaints are against more than one respondent; or by more than one complainant against one or more respondents; or by one party against the other party. When the District has consolidated formal complaints so that the grievance process involves more than one complainant or more than one respondent, references to the singular "party", "complainant", or "respondent" include the plural, as applicable.

When investigating a formal complaint and throughout the grievance process, a District shall:

- Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the District and not on the parties;
- Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege or access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party unless the District obtains the parent, legal guardian, or other responsible adult of that party's voluntary, written consent or that party's voluntary, written consent if the party is over the age of eighteen (18) to do so for the grievance process;
- Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
- Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
- Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding;

- Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
- Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation; this includes evidence:
  - Whether obtained from a party or other source;
  - The District does not intend to rely upon in reaching a determination regarding responsibility; and
  - That is either Inculpatory or exculpatory; and
- Create an investigative report that fairly summarizes relevant evidence.

At least ten (10)<sup>3</sup> days prior to completion of the investigative report, the District shall send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy. The parties shall have at least ten (10)<sup>3</sup> days to submit a written response to the evidence. The investigator will consider the written responses prior to completion of the investigative report. All evidence subject to inspection and review shall be available for the parties' inspection and review at any meeting to give each party equal opportunity to refer to such evidence during the meeting.

After the investigative report is sent to the parties, the decision-maker shall:

- Provide each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness;
- Provide each party with the answers;
- Allow for additional, limited follow-up questions from each party; and
- Provide an explanation to the party proposing the questions any decision to exclude a question as not relevant. Specifically, questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

No earlier than ten (10) days following the completion of the investigation period, the decision-maker, who cannot be the same person as the Title IX Coordinator or the investigator, shall issue a written determination regarding responsibility. The written determination shall include—

1. Identification of the allegations potentially constituting sexual harassment;
2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including:
  - a. Any notifications to the parties;
  - b. Interviews with parties and witnesses;
  - c. site visits;
  - d. Methods used to gather other evidence; and
  - e. Hearings held;
3. Findings of fact supporting the determination;
4. Conclusions regarding the application of the District's personnel policies or code of conduct to the facts;
5. A statement of, and rationale for, the result as to each allegation, including:
  - a. A determination regarding responsibility;
  - b. Any disciplinary sanctions imposed on the respondent; and
  - c. Whether remedies designed to restore or preserve equal access to the District's education program or activity will be provided by the District to the complainant; and
6. The procedures and permissible bases for the complainant and respondent to appeal.

The written determination shall be provided to the parties simultaneously. The determination regarding responsibility shall become final on the earlier of:

- If an appeal is not filed, the day after the period for an appeal to be filed expires; or

- If an appeal is filed, the date the written determination of the result of the appeal is provided to the parties.

The District shall investigate the allegations in a formal complaint. If the conduct alleged in the formal complaint would not constitute sexual harassment as defined in this policy even if proved; did not occur in the District's education program or activity; or did not occur against a person in the United States, then the District shall dismiss the complaint as not meeting the definition of sexual harassment under this policy. A dismissal for these reasons does not preclude action under another provision of the District's personnel policies or code of conduct.

The District may dismiss the formal complaint or any allegations therein, if at any time during the grievance process:

- The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;
- The respondent is no longer enrolled at the District; or
- Specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon the dismissal of a formal complaint for any reason, the District shall promptly send written notice of the dismissal and reason(s) for the dismissal simultaneously to the parties.

The District may hire an individual or individuals to conduct the investigation or to act as the determination-maker when necessary.

### **Appeals**

Either party may appeal a determination regarding responsibility or from a dismissal of a formal complaint or any allegations therein, on the following bases:

- a. The existence of a procedural irregularity that affected the outcome of the matter;
- b. Discovery of new evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter;
- c. The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter; or
- d. An appeal of the disciplinary sanctions from the initial determination.<sup>4</sup>

For all appeals, the District shall:

1. Notify the other party in writing when an appeal is filed;
2. Simultaneously Provide all parties a written copy of the District's procedures governing the appeal process;
3. Implement appeal procedures equally for both parties;
4. Ensure that the decision-maker<sup>5</sup> for the appeal is not the same person as the decision-maker that reached the original determination regarding responsibility or dismissal, the investigator, or the Title IX Coordinator;
5. Provide all parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
6. Issue a written decision describing the result of the appeal and the rationale for the result; and
7. Provide the written decision simultaneously to both parties.

### **Confidentiality**

Reports of sexual harassment, both informal reports and formal complaints, will be treated in a confidential manner to the extent possible. Limited disclosure may be provided to:

- individuals who are responsible for handling the District's investigation and determination of responsibility to the extent necessary to complete the District's grievance process;
- Submit a report to the child maltreatment hotline;
- Submit a report to the Professional Licensure Standards Board for reports alleging sexual harassment by an employee towards a student; or
- The extent necessary to provide either party due process during the grievance process.<sup>5</sup>

Except as listed above, the District shall keep confidential the identity of:

- ✚ Any individual who has made a report or complaint of sex discrimination;
- ✚ Any individual who has made a report or filed a formal complaint of sexual harassment;
- ✚ Any complainant;
- ✚ Any individual who has been reported to be the perpetrator of sex discrimination;
- ✚ Any respondent; and
- ✚ Any witness.

Any supportive measures provided to the complainant or respondent shall be kept confidential to the extent that maintaining such confidentiality does not impair the ability of the District to provide the supportive measures.

### **Administrative Leave<sup>6</sup>**

The District may place a non-student employee respondent on administrative leave during the pendency of the District's grievance process.

### **Retaliation Prohibited**

Employees who submit a report or file a formal complaint of sexual harassment,; testified; assisted; or participate or refused to participate in any manner in an investigation, proceeding, or hearing on sexual harassment shall not be subjected to retaliation or reprisal in any form, including threats; intimidation; coercion; discrimination; or charges for personnel policy violations that do not involve sex discrimination or sexual harassment, arise out of the same facts or circumstances as a report or formal complaint of sex discrimination, and are made for the purpose of interfering with any right or privilege under this policy. The District shall take steps to prevent retaliation and shall take immediate action if any form of retaliation occurs regardless of whether the retaliatory acts are by District officials, students, or third parties.

### **Disciplinary Sanctions**

It shall be a violation of this policy for any student or employee to be subjected to, or to subject another person to, sexual harassment. Following the completion of the District's grievance process, any employee who is found by the evidence to more likely than not<sup>7</sup> have engaged in sexual harassment will be subject to disciplinary action up to, and including, termination. No disciplinary sanction or other action that is not a supportive measure may be taken against a respondent until the conclusion of the grievance process.

Employees who knowingly fabricate allegations of sexual harassment or purposely provide inaccurate facts shall be subject to disciplinary action up to and including termination. A determination that the allegations do not rise to the level of sexual harassment alone is not sufficient to conclude that any party made a false allegation or materially false statement in bad faith.

### **Records**

The District shall maintain the following records for a minimum of seven (7) years:

- Each sexual harassment investigation including:
- Any determination regarding responsibility;
- any disciplinary sanctions imposed on the respondent;
- Any remedies provided to the complainant designed to restore or preserve equal access to the District's education program or activity;
- Any appeal and the result therefrom;
- All materials used to train Title IX Coordinators, investigators, and decision-makers;
- Any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment, which must include:
  - The basis for the District's conclusion that its response was not deliberately indifferent; and
  - Document:
    - If supportive measures were provided to the complainant, the supportive measures taken designed to restore or preserve equal access to the District's education program or activity; or

- If no supportive measures were provided to a complainant, document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

Notes: <sup>1</sup> 34 C.F.R. § 106.44 **requires** that a district have procedures governing the grievance process and the appeals process to accompany this policy. The procedures are required to cover all of the following:

- Direct that complainants and respondents shall be treated equitably by:
  - Offering supportive measures to the complainant;
  - Completing the District's grievance process before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent.
  - Providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent that are designed to restore or preserve equal access to the District's education program or activity, which may include the same individualized supportive measures;
  - Require an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence;
  - Provide that credibility determinations may not be based on a person's status as a complainant, respondent, or witness;
  - Require that any individual designated by the District as a Title IX Coordinator, investigator, or decision-maker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent;
- Indicate that individuals selected by the District as Title IX Coordinators, investigators, and decision-makers have received training on:
  - The definition of sexual harassment;
  - The scope of the District's education program or activity;
  - How to conduct an investigation and the grievance process, including appeals;
  - How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias; and
  - Issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant; and
  - Issues of relevance to create an investigative report that fairly summarizes relevant evidence;
- Provide the District webpage where the materials used to train the District's Title IX Coordinators, investigators, and decision-makers is located;
- Include a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process;
- Include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals;<sup>3</sup>
- A process that allows for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action, which may include:
  - The absence of a party, a party's advisor, or a witness;
  - Concurrent law enforcement activity; or
  - The need for language assistance or accommodation of disabilities;
- Describe the range of possible disciplinary sanctions and remedies or list the possible disciplinary sanctions and remedies that the District may implement following any determination of responsibility;
- State whether the standard of evidence to be used to determine responsibility is the preponderance of the evidence standard or the clear and convincing evidence standard;<sup>7</sup>
- Include the procedures and permissible bases for the complainant and respondent to appeal;
- Describe the range of supportive measures available to complainants and respondents; and
- Indicate that the District shall not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege or use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other

recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party unless the District obtains the parent, legal guardian, or other responsible adult of that party's voluntary, written consent or that party's voluntary, written consent if the party is over the age of eighteen (18) to do so for the grievance process.

<sup>2</sup> While we have left the language from the definition for sexual harassment from 34 C.F.R. § 106.30 requiring that the sexual conduct with an employee must be "unwelcome" in this policy, we have removed the word "unwelcome" from the student policy as A.C.A. § 12-18-103 prohibits sexual conduct between district employees and students regardless of whether the student considers the sexual conduct to be welcome or unwelcome.

<sup>3</sup> The minimum number of days you are required to provide for the parties to review the evidence is ten (10) days. Make sure that the number of days you include here matches with the time frame included in your procedures governing the grievance process.

<sup>4</sup> As A.C.A. § 6-18-502(c)(1)(B) provides that the superintendent has the authority to "modify the prescribed penalties for a student on a case-by-case basis", we have left this appeal option in this policy in recognition that an employee may be sexually harassed by a student. 34 C.F.R. § 106.45 requires that either party must have an equal opportunity to appeal for the stated reasons; therefore, both the complainant and respondent have the right to appeal the initial determination-maker's disciplinary sanctions.

<sup>5</sup> While the Family Educational Rights and Privacy Act (FERPA) ordinarily requires that documents containing information about more than one student be redacted so that a student may only view the portion of the educational record that is relevant to that particular student, 34 C.F.R. § 106.6 provides that FERPA does not apply to the extent necessary to provide due process to both parties involved in the grievance process; this includes allowing either party to review the names of the other party as well as any witnesses who have provided evidence relevant to the investigation.

<sup>6</sup> The language here does not change an individual's rights under the IDEA, Section 504, or the ADA.

<sup>7</sup> We have opted to use the preponderance of the evidence standard for determination of responsibility. If you choose to use the clear and convincing evidentiary standard instead, change the language here to indicate so and make sure that your procedures indicate so as well. 34 C.F.R. § 106.45 requires that you use the same evidentiary standard for both students and employees.

Cross References:     3.26—LICENSED PERSONNEL SEXUAL HARASSMENT  
                              4.27—STUDENT SEXUAL HARASSMENT  
                              5.20—DISTRICT WEBSITE  
                              7.15—RECORD RETENTION AND DESTRUCTION  
                              8.13—CLASSIFIED PERSONNEL EMPLOYMENT

Legal References:     20 USC 1681 et seq.  
                              34 C.F.R. Part 106  
                              A.C.A. § 6-15-1005  
                              A.C.A. § 6-18-502  
                              A.C.A. § 12-18-102



Date Adopted: July 8, 2004  
Last Revised: April 15, 2019  
July 20, 2020  
April 21, 2022  
January 22, 2025  
July 24, 2025

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

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

Date Adopted: July 8, 2004

Last Revised: April 15, 2019

## 8.22--CLASSIFIED PERSONNEL TECHNOLOGY USE POLICY

### Definition

“Technology resources” means:

- The machines, devices, and transmission facilities used in information processing, including computers, word processors, terminals, telephones, cables, software, and related products;
- The devices used to process information through electronic capture, collection, storage, manipulation, transmission, retrieval, and presentation of information in the form of data, text, voice, or image and includes telecommunications and office automation functions;
- Any component related to information processing and wired and wireless telecommunications, including data processing and telecommunications hardware, software, services, planning, personnel, facilities, and training;
- The procedures, equipment, and software that are designed, built, operated, and maintained to collect, record, process, store, retrieve, display, and transmit information, and the associated personnel, including consultants and contractors; and
- All electronic mail accounts issued by a public entity.

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

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

District technology resources shall not be used to violate Arkansas or Federal law.

An employee shall not use District technology resources to express a political opinion to an elected official unless the opinion is either within the scope of the employee's regular job duties or requested by an elected official or public entity. District technology resources shall not be used to engage in lobbying an elected official on a personal opinion by an employee unless the employee is a registered lobbyist for the District.

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

Note: This policy is similar to Policy 8.22. If you change this policy, review 8.22 at the same time to ensure applicable consistency between the two.

Legal References: Children's Internet Protection Act; PL 106-554  
20 USC 6777  
47 USC 254(h)  
A.C.A. 6-21-107  
A.C.A. § 6-21-111  
A.C.A. § 25-1-128  
Commissioner's Memo COM-24-038

Date Adopted: July 8, 2004  
Last Revised: November 16, 2009  
April 15, 2019  
January 25, 2024

## 8.22F--CLASSIFIED PERSONNEL INTERNET USE AGREEMENT

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

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

The Ozark Mountain 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 to 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 other than when required by the employee's job duties;
  - e. wasteful use of limited resources provided by the school including paper;
  - f. causing congestion of the network through lengthy downloads of files other than when required by the employee's job duties;
  - g. vandalizing data of another user;
  - h. obtaining or sending information that 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 other than when required by the employee's job duties;
  - 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;
- t. taking part in any activity related to Internet use that 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 the Information Technology Security Officer or his/her designee except for District technology personnel as part of their job duties.
- x. Expressing a political opinion to an elected official unless the opinion is either within the scope of the employee's regular job duties or requested by an elected official or public entity; or
- y. Engaging in lobbying an elected official on a personal opinion by an employee unless the employee is a registered lobbyist for the District.

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: August 20, 2007

Last Revised: April 15, 2019

January 25, 2024