

NEMO VISTA PUBLIC SCHOOLS
CLASSIFIED STAFF PERSONNEL POLICY

2010-2011

LEA #1503

CLASSIFIED STAFF PERSONNEL POLICIES

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GDA

CLASSIFIED SCHOOL PERSONNEL-NEMO VISTA SCHOOL DISTRICT

The Board of Education shall employ personnel based upon the Superintendent's recommendations. Should a person nominated by the Superintendent be rejected by the Board, the Superintendent shall submit another nomination for consideration.

GDB

EQUAL OPPORTUNITY EMPLOYMENT

No employee in the School District shall, on the basis of race, color, creed, religion, sex, age, handicap, national origin, or similar personal distinction be denied the benefits of, or be subjected to discrimination in regard to employment, retention, promotion, transfer, or dismissal in any educational program, or activity under the jurisdiction of the Board of Education.

FILING AND PROCESSING DISCRIMINATION COMPLAINTS

A. GRIEVANT: Submits written complaint to Title IX/504 coordinator stating name, nature, and date of alleged violation, names of persons responsible (where known), and requested action. Complaint must be submitted within thirty (30) days of alleged violation. Complaints forms are available in the principal's office or superintendent's office.

B. TITLE IX/504 COORDINATOR: Notifies respondent within ten (10) days and asks respondent to:

1. Confirm or deny facts.
2. Indicate acceptance or rejection of student's or employee's requested action, or
3. Outline alternatives.

C. RESPONDENT: submits answer within ten (10) days to Title IX/504 coordinator.

D. TITLE IX/504: Within ten (10) days after receiving respondent's - Coordinator answer, refers the written complaint and respondent's answer to the principal or other designee. The Title IX/504 coordinator also schedules a hearing with the grievant, the respondent, and the principal or other designee.

E. PRINCIPAL, GRIEVANT, RESPONDENT AND TITLE IX/504 COORDINATOR:
Hearing is conducted

F. PRINCIPAL: Within ten (10) days after the hearing, issues a written decision to the student or employee, respondent, and the Title IX/504 coordinator.

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G. GRIEVANT OR RESPONDENT: If the grievant or respondent is not satisfied with the principal's decision, they must notify the Title IX/504 coordinator within ten (10) days and request a hearing with the Superintendent.

H. TITLE IX/504 COORDINATOR: Within ten (10) days of request, schedules a hearing with the grievant, respondent and the Superintendent.

I. SUPERINTENDENT, GRIEVANT, RESPONDENT, AND TITLE IX/504 COORDINATOR

Hearing is conducted.

J. SUPERINTENDENT: Issues a decision within ten (10) days following the hearing.

K. GRIEVANT: If the grievant or respondent is not satisfied with the Superintendent's decision, he/she must notify the Title IX/504 coordinator within ten (10) days and request a hearing with the governing board.

L. TITLE IX/504 COORDINATOR: Notifies governing board with ten (10) days after receiving request. Title IX/504 coordinator schedules hearing with the governing board. Hearing is to be conducted within thirty (30) days from the date of notification to the governing board.

M. GOVERNING BOARD OR HEARING PANEL ESTABLISHED BY THE BOARD, GRIEVANT AND TITLE IX/504 COORDINATOR

Hearing is conducted.

N. GOVERNING BOARD: Issues a final written decision with ten (10) days after the hearing regarding the validity of the grievance and any action to be taken, if any.

EMPLOYEE STANDARDS OF CONDUCT: SEXUAL HARASSMENT/SEXUAL ABUSE

EMPLOYEE-TO-EMPLOYEE

Employees shall not engage in conduct constituting sexual harassment of other employees. [See DHC(EXHIBIT)].

Employees who believe they have been sexually harassed by other employees are encouraged to come forward with complaints. District official or their agents shall investigate promptly all allegations of sexual harassment of employees by other employees, and officials shall take prompt and appropriate disciplinary action against

employees found to have engaged in conduct constituting sexual harassment of employees.

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COMPLAINT PROCEDURE

For the purpose of the following complaint process, “days” mean calendar days.

An employee who believes he/she has been or is being subjected to any form of sexual harassment shall bring the matter to the attention of the principal, immediate supervisor, or Title IX coordinator for employees. No procedure or step in this policy shall have the effect of requiring the employee alleging harassment to present the matter to a person who is the subject of the complaint.

LEVEL ONE

The employee shall request a conference with the principal or immediate supervisor by submitting the complaint in writing or by requesting a conference. If the complaint is made orally, the supervisor receiving the complaint shall reduce it to writing.

The principal or supervisor shall hold the conference as soon as possible, but in any event within seven (7) days after receipt of the complaint. The principal or supervisor shall ordinarily have seven (7) days following the conference within which to investigate and respond. The employee shall be informed if extenuating circumstances delay the investigation.

LEVEL TWO

If the outcome of the conference at Level One is not to the employee’s satisfaction, the employee may request a conference with the Superintendent or designee to discuss the complaint. The request should be in writing and shall be filed within seven (7) days following receipt of a written response or, if not written response is received, within seven (7) days of the response deadline.

The Superintendent or designee shall hold the conference as soon as possible but in any event within seven (7) days after receipt of the written request. The Superintendent or designee shall have seven (7) days following the conference within which to respond.

LEVEL THREE

If the outcome at Level Two is not to the employee’s satisfaction or if the time for a response has expired, the employee may present the complaint to the Board. The Superintendent shall place the matter on the agenda for the next regular Board meeting. [See BE(LOCAL)].

The Superintendent or designee shall provide the Board with copies of the employee's original complaint, all responses, and any written documentation previously submitted by the employee and the administration.

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The Level Three proceeding before the Board shall be recorded by audio tape. The presiding officer shall allow a reasonable time for presentation of the complaint. The Board shall consider the grievance and shall request a response from the administration.

CLOSED MEETING

The Board may hear the allegation of sexual harassment in closed meeting, if posted in accordance with law, unless an open hearing is requested in writing by the employee or Board member against whom the complaint or charge is brought.

EMPLOYEE-TO- STUDENT

Employees shall not engage in conduct constituting sexual harassment or sexual abuse of students. Sexual harassment includes any welcome or unwelcome sexual advances, requests for sexual favors, and other verbal (oral or written), physical, or visual conduct of a sexual nature. [See DHC(LEGAL)]. Romantic relationships between District employees and students constitute unprofessional conduct and are prohibited.

REPORTING REQUIREMENTS

Any District employee who receives information about sexual harassment or sexual abuse of a student that may reasonably be characterized as known or suspected child abuse or neglect shall make the reports to appropriate authorities, as required by law. [See FFG(LEGAL)].

An employee who suspects or knows that a student is being sexually harassed or sexually abused by a school employee or by another student shall inform his/her principal, immediate supervisor, or Title IX coordinator. The District shall notify parents of any incident of sexual harassment or sexual abuse by an employee.

INVESTIGATIONS

Any allegations of sexual harassment or sexual abuse of students shall be investigated and addressed.

In considering and investigating allegations that an employee has sexually harassed or sexually abused a student [See DHC(LEGAL)], the investigation shall proceed from the presumption that the employee's conduct was unwelcome. [See also FNCJ(LOCAL), which contains the complaint procedure for students alleging sexual harassment or sexual abuse by an employee or by another student].

STUDENT RIGHTS AND RESPONSIBILITIES

SEXUAL HARASSMENT/SEXUAL ABUSE

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SEXUAL HARASSMENT BY STUDENTS

Students shall not engage in sexual harassment toward another student or a District employee. A substantiated charge of sexual harassment against a student shall result in disciplinary action. [See FO series and the Student Code of Conduct].

Sexual harassment by a student includes unwanted and unwelcome verbal or physical conduct of a sexual nature, whether by word, gesture, or any other sexual conduct, including requests for sexual favors.

SEXUAL HARASSMENT/ABUSE BY EMPLOYEES

District employees are prohibited from sexually harassing or sexually abusing students. [See also FNCJ (LEGAL) and DHC (LEGAL) and (LOCAL)]. Romantic relationships between students and employees are prohibited.

REPORTING REQUIREMENTS

Any District employee who receives information about sexual harassment or sexual abuse of a student that may reasonably be characterized as known or suspected child abuse or neglect shall make the reports to appropriated authorities, as required by law. [See FFG (LEGAL)].

An employee who suspects or knows that a student is being sexually harassed or sexually abused by a school employee or by another student shall inform his/her principal, immediate supervisor, or the Title IX coordinator.

INVESTIGATIONS

Any allegations of sexual harassment or sexual abuse of students shall be investigated and addressed. Any reports of sexual harassment that are not minor shall be referred to the Title IX coordinator.

Oral complaints shall be reduced to writing to assist in the District's investigation. To the greatest extent possible, complaints shall be treated as confidential. Limited disclosure may be necessary to complete a thorough investigation.

NOTICE TO PARENTS

The District shall notify the parents of all students involved in sexual harassment by student(s) when the allegations are not minor. The District shall notify parents of any incident of sexual harassment or sexual abuse by an employee. Notice shall include providing the parents with a copy of FNCJ (EXHIBIT).

PROTECTION FROM RETALIATION

The District shall not retaliate against a student who in good faith reports perceived sexual harassment or sexual abuse.

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COMPLAINT PROCESS

For the purpose of the following complaint process, “days” mean calendar days.

LEVEL ONE

A student or parent who has a complaint alleging sexual harassment by other student(s) or sexual harassment or sexual abuse by an employee may request a conference with the principal, designee, or the Title IX coordinator for students. The student may be accompanied by the parent or other advisor at the initial conference and throughout the complaint process. The initial conference with the student ordinarily shall be held with a person who is the same gender as the student. The conference shall be scheduled and held as soon as possible, but in any event within seven (7) days of receipt of the complaint. At the conference, the persons bringing the complaint shall be informed of the right to file a complaint with the Office for Civil Rights.

The principal or designee or the Title IX coordinator shall coordinate an appropriate investigation, which ordinarily shall be completed within seven (7) days of the initial conference. The student or parent shall be informed if extenuating circumstances delay the investigation.

Nothing in the complaint process shall have the effect of requiring a student alleging sexual harassment or sexual to report the matter to a person who is the subject of the complaint.

LEVEL TWO

If the resolution of the complaint at Level One is not to the student’s or parent’s satisfaction, the student or parent has seven (7) days to request a conference with the Superintendent or designee, who shall schedule and hold a conference. Prior to or at the conference, the student or parent shall submit a written complaint that includes a statement of the complaint, any evidence in its support, the resolution sought, the student’s and/or parent’s signature, and the date of the conference with the principal, designee, or Title IX coordinator.

LEVEL THREE

If the resolution of the complaint at Level Two is not to the student’s or parent’s satisfaction, the student may present the complaint to the Board at its next regular meeting. The complaint shall be included as an item on the agenda posted with notice of

the meeting. Announcing a decision in the student's or parent's presence constitutes communication of the decision.

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CLOSED MEETING

The Board shall hear complaints alleging sexual harassment by students or sexual harassment or sexual abuse by employees in closed meeting, unless otherwise required by the Open Meetings Act. [See BE (LEGAL) and BEC (LEGAL)].

GDC

CLASSIFIED STAFF CONTRACTS

The Board shall act on recommendations of the Superintendent for reemployment of full time positions that have not been designated as temporary positions of classified positions at the regular board meeting in April.

GDD

CONTRACTS AND SALARY DEDUCTIONS

- A. WRITTEN CONTRACTS - - Election of school classified personnel is to be evidenced by a written contract.
- B. A survey of employee's intentions is to be completed and returned prior to the April School Board Meeting.
- C. Classified Personnel will be issued contracts by May 1. The contracts should be returned to the Superintendent's office by the May Board meeting.
- D. Salary deductions shall be made in accordance with applicable laws and regulations.
- E. Classified employees, upon written request by the employee, may be released from their contracts by the Board.

Salary will be paid to employees according to contract stipulations or for part time employees based on days or hours worked. All absences not covered by sick leave policy will be deducted on a per day basis according to the number of days covered by the contract.

GDE

REQUIREMENTS FOR CLASSIFIED EMPLOYMENT

- A. SCHOOL EMPLOYEES - - All school employees must satisfy the requirements of the State Law and Policies of the Board of Education and requirements of the

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State Department of Education including passage of the criminal background check mandated by Arkansas Code 6-17-411.

CLASSIFIED PERSONNEL ARKANSAS CODE 6-17-411

It is NOT the policy of the Nemo Vista School District to pay the required fee for the Criminal Record Check required before employing a new classified employee. Prospective employees are responsible for paying the required fee.

- B. PERSONNEL FILE - - All classified employees must furnish to the Superintendent of schools the following items prior to the first pay day before they can receive any payment for service:
1. A current health certificate (T B skin test).
 2. Social security number.
 3. Current W-4 forms, state and federal, for tax deductions purposes
 4. Completed I-9 Employment Eligibility Verification.
 5. Signed Drug Free Workplace Statement.
 6. Election of either contributory/Non-contributory member of Arkansas Teacher Retirement System. Membership in the system is mandatory.
- C. HEALTH EXAMINATIONS - - The Board may require employees to undergo health examinations when circumstances so warrant.

GDF

JURY AND ELECTION DUTY

If an employee is selected for jury duty or election duty, he/she shall be allowed to serve without loss or pay or leave time, provided the compensation less mileage for the jury or election duty is endorsed and deposited in the general operation fund of the Nemo Vista School District. Employees may elect to take a personal day and keep the compensation received for jury duty or election duty.

GDG

CLASSIFIED STAFF LEAVE

- A. SICK LEAVE - - The sick leave shall comply with applicable state laws.

1. Each employee working twenty (20) or more hours per week shall be allowed nine (9) days each year (that day being equal to the normal contracted amount of hours daily. Example: An employee who works $\frac{1}{2}$ day will receive $9 - \frac{1}{2}$ days each year.), cumulative to ninety (90), for sickness of the employee or member of the immediate family and for which the full salary shall be paid.

Certified and classified personnel which are contracted for more than nine (9) months are allowed one (1) full day per month, cumulative to ninety (90) days.

2. Immediate family shall be defined as husband, wife, child, father, mother, brother, sister, grandparent, mother-in-law, or father-in-law, or other member of family living in the house-hold of the employee, or anyone approved by the Superintendent.
3. Deductions above sick leave will be made on a per day basis on the number of days covered by the contract for each day absence that is not covered by sick leave policy.
4. Adjustments for sick leave deductions will be made on the salary check or series of checks as agreed upon by the superintendent issued immediately following the absence/absences.
5. Sick leave may be used to attend funerals of members of immediate family. Sick leave may also be used to attend other funerals at the discretion of the administration.
6. Employees will receive personal days based on year of service in the Nemo Vista School District.

0-5 years of service receive two (2) personal days each year.

6-10 years of service receive three (3) days each year.

11-15 years of service receive four (4) days each year.

15 + years of service receive five (5) days each year.

If the days are not used for personal business, they will be added to the sick leave days at the end of the year. The decision on the use of the days for personal business will be at the discretion of the principal and Superintendent. The principal is to be notified two days in advance of the absence.

7. In the event that an employee is unable to make it to school because of inclement weather, the determination of the absence will be made by the administration with the right to appeal to the School Board.

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8. Time considered ½ day absence: elementary 3 hours and high school 3 hours.

Time considered 1 day absence: elementary 5 hours and high school 5 hours.

All days are considered full days.

9. All sick leave is effective on the date the employee is required to report for the beginning of the fall term of school. I.E. An employee employed for nine (9) months with no days accumulated would have nine (9) days of sick leave on the first day of school.

If an employee leaves, resigns, or is dismissed from his employment position for any reason before the end of the school term, the district will deduct from his last pay check full compensation for any days of sick leave used in excess of the number of days actually earned.

Should the last pay check not be enough to cover the deductions, the employee is responsible for re-paying the district any amount due because of unearned sick leave. The district reserves the right to recover this money in accordance with the law.

10. When claiming sick leave, the employee must complete a sick leave form on his/her return to duty and file it with the secretary. If an employee refuses to sign his/her sick leave sheet on being absent, then that absence will be deducted from his/her pay.

B. PROFESSIONAL LEAVE - - An employee shall receive full salary for absences necessitated by attendance at professional meetings or training workshops which have been approved by the Superintendent.

C. SCHOOL SPONSORED ACTIVITIES - - An employee that accompanies students on special school activities that are approved by the principal and/or Superintendent shall receive full pay.

D. FAMILY AND MEDICAL LEAVE ACT
GUIDELINES AND ELIGIBILITY

Employees should first exhaust their sick leave days, then move to the FMLA, then pursue leave without pay.

ELIGIBILITY

A. In compliance with the Family and Medical Leave Act (FMLA) of 1993, the
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Nemo Vista School District will grant unpaid leave up to a maximum of twelve (12) weeks during any one-year period to an eligible employee for one or more of the following reasons:

1. For the care of the employee's child (birth, adoption, foster care).
2. For the care of the employee's spouse, child or parent who has a serious health condition.
3. For a serious health condition that makes the employee unable to perform his/her job.

B. In order to qualify for FMLA, an employee must have been employed by the Nemo Vista School District for at least one year and must have worked 1,250 hours the previous twelve (12) months.

APPLICATION FOR FAMILY MEDICAL LEAVE

A. The request for FMLA must be made in writing to the Superintendent thirty (30) days prior to the beginning of the leave. Advance notice is not required in cases of medical emergency or other unforeseeable events.

B. Medical certification from a licensed, practicing health care provider must be provided with the application for FMLA. The certification must verify the need for the leave and the estimated length of the leave. The medical certification must be provided at the time the request for FMLA is presented to the Superintendent. If an employee fails to provide timely medical certification, the leave may be denied until medical certification is provided. The medical certification must include a statement from a licensed, practicing health care provider that the employee is unable to perform the required functions of his/her position.

C. An employee who wishes to request unpaid FMLA must provide thirty (30) days advance notice to the Superintendent in writing if the need of the leave is "foreseeable". The written request must state the declared reason for the leave and the length of the time requested. Medical certification from a licensed practicing health care provider must also be provided.

D. The Nemo Vista School District may require a second medical opinion and periodic re-certification at its own expense. If the first and second medical opinions differ, the Nemo Vista School District, at its own expense, may require

the binding opinion of a third licensed, practicing health care provider approved jointly by the employee and the District.

LENGTH OF LEAVE

- A. An eligible employee of the Nemo Vista School District is entitled to a total of twelve (12) work weeks of leave during a “rolling” twelve (12) month period measured backward from the date the employee first uses any FMLA leave. However, the employee must first utilize earned and /or accrued sick leave and unused personal days to substitute for all or part of any unpaid FMLA leave.
- B. FMLA leave because of the birth or adoption of a child expires at the end of the twelve (12) month period beginning on the date of the birth of the child or placement of the child. Any leave must be concluded within this one year period.
- C. Spouses employed by the Nemo Vista School District are limited to a total of twelve (12) weeks combined leave for the birth or adoption of a child or the care of a sick parent.

HEALTH INSURANCE DURING LEAVE

A. For the duration of the FMLA leave, the employee’s group health insurance will be continued under the same conditions as if the employee had continued working. Since the employee will be on unpaid leave, the employee will be responsible for bringing to the Superintendent’s office each month the employee paid portion of the employee’s health insurance premium.

State matching insurance will continue during the period of the leave. Even though the employee is on unpaid FMLA leave, he/she must continue to make his/her contribution to the health insurance premium. Payment of the employee paid portion of the health insurance premium will be due in the Superintendent’s office at the same time as if on regular payroll deduction.

B. If the employee on FMLA leave has received state matching contribution for health insurance and does not return to work, the amount of the insurance matching provided by the state will be recovered from the employee.

REPORTING REQUIREMENTS DURING LEAVE

Employees on FMLA shall communicate with the Superintendent’s office every two (2) weeks during the leave period to report on the employee’s leave status and intention to return to work as well as the expected date of return.

RETURN FROM LEAVE

A. As a condition of restoration from FMLA leave, the employee will provide medical certification from a licensed, practicing health care provider that the employee is able to resume work.

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B. A classified employee who begins leave more than five (5) weeks before the end of a term, the employer may require the employee to continue taking leave until the end of the term.

C. If an employee is permanently unable to return from leave, medical certification from a licensed, practicing health care provider must be provided to verify the inability of the employee to return to work.

D. An employee taking FMLA leave is entitled to be returned to his/her position or to "an equivalent position".

E. In the event that an employee is unable to return to work, the Superintendent will make a determination at that time as to the documented need for a severance of the employee's contract due to an inability of the employee to fulfill the responsibilities and requirements of the contract.

E. LEAVE OF ABSENCE - - The School Board may grant a classified staff member a leave of absence without continuing to receive their salary, if it chooses to do so.

F. FULL - TIME SCHOOL BUS DRIVER'S SICK LEAVE POLICY

Full-time school bus drivers shall be granted sick leave at the rate of one (1) day per month for the contracted term. (One route trip will constitute one-half (1/2) day service or absence). Days may be accumulated to a total of fifteen (15) days. Full-time school bus drivers shall be entitled to take sick leave for personal illness, or illness in the immediate family, including spouse, children, and parents.

The Superintendent shall maintain a record of sick leave used and accumulated for each full-time school bus drivers. A full-time school bus driver taking sick leave may use any amount up to his total accumulated days.

The Superintendent may require a statement from a doctor when an employee is unable to work.

GDGA

LEAVE OF ABSENCE FOR PERSONAL INJURY FROM ASSAULT OR OTHER
VIOLENT CRIMINAL ACT

ARKANSAS CODE 6-17-1209

The Board of Education of the Nemo Vista District shall grant any employee of the district who is absent from duty in the public school due to personal injury from assault or other violent criminal act committed against the employee in the course of

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employment in the public school leave at full pay while the employee is unable to return to work.

The leave shall last as long as the employee is unable to return to work, but on to exceed one (1) year from the date of injury. Leave granted under this provision shall not be charged to the sick leave of the employee.

The assault or criminal act must have been reported to and verified by the proper authority, ie., police, etc.

To apply for the leave of absence, and thereafter at the request of the School Board after leave is granted, the employee must present a statement from a medical doctor stating that the employee is under the care of a doctor, and that the employee is incapable, by reason of personal injury sustained, to return to work. The School Board may request that the employee be examined by a medical doctor of the Board's choosing to verify the inability of the employee to return to work. If there is a disagreement between the employee's doctor and the Board's doctor, a third opinion shall be requested from a medical doctor that the Board and the employee both agree upon. In such case, the decision from the agreed upon doctor shall be the decision that the Board and the employee shall abide by.

The employee shall not draw worker's compensation or hold any other job during the time the Board is paying full salary under the conditions of this policy and act.

The decision of the School Board shall be final, and that decision shall not be subject to appeal through any administrative proceeding, including District grievance policies or procedures.

GDH

RETIREMENT OF CLASSIFIED EMPLOYEES

- A. All classified staff must be members of the Teacher Retirement System as required by law.
- B. All employees of the district are covered by Social Security and Worker's Compensation.

GDI

CLASSIFIED STAFF FRINGE BENEFITS

A one time bonus payment shall be paid to all full time staff members upon retirement from the Nemo Vista System who meet all requirements for retirement under the Arkansas Teacher Retirement System. The computation for school bonus shall be as

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follows or as amended hereafter by the School Board:

\$10.00 x no. of school years in the Nemo Vista School System.

\$10.00 x no. of unused sick leave days.

In order to be eligible to receive a retirement bonus, the employee must be able to receive a retirement annuity from the retirement system for school employees and work at least 720 hours per year or be a full-time school bus driver at the time of the retirement.

GDJ

EMPLOYMENT STATUS OF CLASSIFIED EMPLOYEES

I. RESIGNATION

The School Board shall authorize the Superintendent to accept the resignation of any classified employee who tenders his resignation in writing.

II. SUSPENSION

The School Board may suspend any person in its employment when the Superintendent has reason to believe that justifiable cause exists for such suspension.

The Superintendent has the authority to temporarily suspend personnel when in his opinion, the circumstances necessitates immediate action. The salary of the suspended employee shall cease as the date the School Board sustains the suspension. If sufficient grounds for termination or suspension are not found, the employee shall be reinstated without loss of compensation.

An employee being considered for suspension, probation, or termination may be given an opportunity to be heard by the School Board upon presenting a written request to the Superintendent or to the President of the School Board.

III. PROBATION

Each employee hired for a classified position will serve a 90-day probation period to allow assessment on the part of the school district as to the desirability of continuing the employment.

An employee that demonstrates a marginal performance of duty may be grounds for placing an employee on probationary status to allow appropriate time to affect desired improvements.

IV. TERMINATION

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The School Board may terminate the employment of any classified employee. Reasonable efforts shall be made to avoid the necessity of dismissing personnel.

V. PROMOTIONS

The School Board shall consider and determine all promotions and transfers of employees based on the recommendations of the Superintendent. All employees considered for promotions or transfers must have the appropriate qualifications and meet the necessary job requirements for the new position.

GDK

STAFF ASSIGNMENT

The School Board reserves the right to assign or re-assign a staff member to any position or job within the system provided the personnel has the knowledge, background, and physical capacity to make a worthwhile contribution to his/her assigned position. The staff member's preference will be taken into consideration whenever feasible.

Transfers may be necessary in the interest of efficiency and economy. Transfers may originate with the Superintendent, immediate supervisor, or staff member. The primary consideration for transfer shall be the needs of the school district.

Existing personnel may be given first consideration of job openings, but jobs will be filled in the interest of the school district.

GRIEVANCE POLICY IN ACCORDANCE WITH ARKANSAS CODE 6-17-1701

GRIEVANCE PROCEDURE

The Nemo Vista School District utilizes the chain of command or authority for processing grievances. This process is enumerated and no deviation shall be permitted.

PURPOSE

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

GRIEVANCES: a claim or concern related to the interpretation, application, or claimed violation of the personnel policies, including salary schedules, raised by an individual employee of this school district. Other matters for which the means of resolution are provided or foreclosed by statute or administrative procedures shall not be considered grievances.

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Specifically, no grievance may be entertained against a supervisor for directing, instructing, reprimanding, or “writing up” an employee under his/her supervision.

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

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

DAY: a calendar day, unless otherwise specified.

WORKING DAY: a day in which a majority of the employees of the same job classification as the employee with a grievance is scheduled to work.

PROCESS

LEVEL ONE: an employee who believes that he/she has a grievance shall inform that employee’s immediate supervisor that the employee has a potential grievance and discuss the matter with the supervisor within five (5) working days of the occurrence of the grievance. (The five (5) day requirement does not apply to grievances concerning back pay). If the grievance is not advanced to Level Two within five (5) 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 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: upon receipt of a Level Two Grievance Form, the building principal or Superintendent (hereinafter “recipient”) will have ten (10) working days to schedule a conference with the employee filing the grievance. After the conference, the recipient 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 (if appropriate) or

appealed to the Board of Education within five (5) days of the conference, the matter will be resolved and the employee shall have no further right with respect to said grievance.

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

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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 reply.

The Superintendent will have ten (10) working days to schedule a conference with the employee filing the grievance. After the conference, the Superintendent will have ten (10) working days in which to deliver a written response of the grievance to the employee.

APPEAL TO THE BOARD OF DIRECTORS: An employee who remains unsatisfied by the written response of the Superintendent may appeal the Superintendent's decision to the Board of Education with 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 board president, with a copy sent to the Superintendent. If the grievance is not appealed to the Board of Directors within five (5) days of his/her receipt of the Superintendent's response, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

The school board will address the grievance at the next regular meeting of the school board, unless the employee agrees in writing to an alternate date for the hearing. After reviewing the Level Two Grievance Form and the Superintendent's reply, the board will decide if the grievance, on its face, is grievable under district policy. If the Board rules the grievance is not to be grievable, the matter shall be considered closed. If the Board rules the grievance to be grievable, they shall immediately commence a hearing on the grievance. All parties have the right to representation by a person of their own choosing at the appeal hearing before the Board of Directors. The hearing shall be open to the public unless the employee requests a private hearing. If the hearing is open, the parent or guardian of any student under the age of eighteen (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 on the hearing. 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 a grievance under this policy.

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GDL

EMPLOYEE INSURANCE

The State provides health insurance coverage for all eligible school district employees who choose to participate. The State makes a monthly contribution for members in an amount that is determined by a committee at the State level.

Membership is voluntary to school district employees who must work a minimum of 900 hours annually in their job or be a full-time school bus driver. Employees desiring membership and coverage under this plan for themselves, their spouses and/or dependents must bear the cost of the premiums above the amount contributed by the State.

Classified staff have the opportunity to participate in a cafeteria plan offered by the school.

DENTAL INSURANCE

The district has available dental insurance for all eligible employees who choose to participate. The district makes a monthly contribution to the individual employee's premium. Cost for family members must be assumed by the employee. Employees must enroll by October 1 of each school year.

GDM

WORKERS' COMPENSATION

All employees are covered by Workers' Compensation for accidents sustained while performing duties related to their jobs at Nemo Vista. The Superintendent shall provide assistance where necessary to any employee in filing for benefits under this program. Any employee injured while on the job must notify the Superintendent or the supervisor immediately of the injury.

GDN

TRAVEL EXPENSE

The School Board authorizes reimbursement to personnel for travel expenses incurred as a requirement of their jobs. Reimbursement may be made for travel which is at the request of, or has received prior approval from, the Superintendent and the employee's

immediate supervisor. Such reimbursement shall be at the rate as set by the School Board in accordance with established procedures. Prior approval for all travel shall be obtained before any travel expenses can be incurred.

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GDO

CONFERENCES

The School Board authorizes the Superintendent to grant employees time to engage in educational activities related to the goals and needs of the school without pay deductions. The number of absences allowable for such activities shall be at the discretion of the Superintendent.

GDP

POLITICAL ACTIVITY

The School Board prohibits employees from engaging in political activity which materially interferes with or substantially disrupts the educational process in the school district. Materials and equipment shall not be used for partisan political purposes.

GDQ

EXTRA DUTIES

Full-time school bus drivers will be paid above contract for extra driving such as class trips. Compensation will be made according to length of trip and time required.

Maintenance personnel will be paid on a per hour basis for extra duties above normal contract obligations. Compensatory time may be allowed for employees who perform extra duties in lieu of extra pay. "Comp time" will be determined by the Superintendent.

Extra duties do not include ball game duty or other duties which are considered a normal extension of the employee's contractual obligations.

GDR

REDUCTION IN STAFF

When it becomes necessary to reduce classified staff, years of service in the School District and job necessity will be taken into consideration, along with job performance. The School Board reserves the right to make any reduction in light of what is in the best interest of the District.

GDS

JOB VACANCIES

Classified employees, if qualified, will be considered for vacancies in the system when an opening occurs.

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Classified employees may be notified when positions become open in the system. The classified staff who express a desire to be considered for a different position on their letters of intent will be notified by the Superintendent, if jobs become available.

Classified employees shall be notified in advance of a change in the position they hold.

GDT

ABILITY OF SCHOOL EMPLOYEES TO HOLD PUBLIC OFFICE ARKANSAS CODE 6-17-1116

Employees of the Nemo Vista School District are free to exercise their rights as citizens and run for or accept appointment to public office if they so desire. However, employees should understand the following:

1. By law, a school board member may not work for the school district which he or she serves.
2. School districts may not grant any employee paid leave for the purpose of permitting the employee to engage in public service or related activities.
3. Employees may use their personal days and vacation days (if applicable) to engage in public service or related activities, with the prior approval of their building principal/superintendent.
4. Employees who attempt to use sick leave days fraudulently for any purpose, including to engage in public service or related activities, will face disciplinary action up to and including non-renewal or termination.

GDU

EMPLOYEE USE OF THE INTERNET ARKANSAS CODE 6-21-107

Employees of the Nemo Vista School District who are allowed to use school owned computers and or given Internet access are expected to use this technology to perform their job responsibilities. Employees who violate technology user agreements are subject to penalties in the agreement and may also be subject to disciplinary action for violations. Recreational or personal use of this equipment and technology is not permitted, whether before, after, or during the work day. In addition, technology may not be used to violate

other policies; if this occurs, the employee will be disciplined both for technology misuse and policy violation. Violation of this policy will result in disciplinary action being taken against the employee. Repeated violations of this policy may result in non-renewal or termination.

AMENDMENTS TO PERSONNEL POLICIES

The School Board reserves the right to amend these personnel policies when it deems it necessary to do so. The changes will become effective upon being passed by the School Board. Classified employees will be notified by the Superintendent when changes have been made to the policies by the School Board.

The Classified Personnel Policies for the Nemo Vista School District were adopted by the Board of Education on May 16, 2002, and effective on that date.

Classified Personnel Policy change:

CODE: GDI

CLASSIFIED STAFF FRINGE BENEFITS

A one time payment shall be paid to all full time staff members with at least ten years of service to the Nemo Vista School District who meet all requirements for retirement or who enter **T-DROP** under the Arkansas Teacher Retirement System. The computation for such payment shall be approved by the Superintendent and the Board of Education.

Retirement payment shall be computed on a formula of:

$\$40.00 \times \text{number of unused sick leave days. (At the time of T-Drop these days will be considered purchased).}$

In order to be eligible to receive a retirement payment, the employee must be able to receive a retirement annuity from the retirement system and work at least 720 hours per year or be a full -time school bus driver at the time of retirement or T-DROP.

Adopted by the Nemo Vista School Board on June 18, 2002, and effective on that date.

CLASSIFIED PERSONNEL REDUCTION IN FORCE

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

In effecting a reduction in force, the primary goals of the school district shall be:

What is in the best interests of the students

To maintain accreditation in compliance with the Standards of Accreditation for Arkansas Public Schools and/or the North Central Association and the needs of the district.

A reduction in force will be implemented when the superintendent determines it is advisable to do so and shall be effected through non-renewal, termination or both. Any reduction in force will be conducted by evaluating the needs and long/short term goals of the school district in relation to the staffing of the district.

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

All credited years of service must be verified by documents on file with the District by October 1 of the current school year. Each employee's length of service shall be ranked within the category in which he/she has been assigned within the last two years, including the current year. In the event that an employee's assignment is different this school year from the previous school year, separate point totals shall be developed for each category of assignment. All classified employees shall receive a listing of the personnel within their category with corresponding point totals. Upon receipt of the list, each employee has ten (10) working days within which to appeal his or her assignment of points with the superintendent whose decision shall be final.

Total years of service to the district shall include non-continuous years of service; in other words an employee who left the district and returned later will have the total years of service counted, from all periods of employment. Less than a semester in any contract

year does not count as a year of service. Length of service in a certified position shall not count for the purpose of length of service for a classified position. There is no right or implied right for any employee to “bump” or displace any other employee.

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

Pursuant to any reduction in force brought about by consolidation or annexation and as a part of it, the salaries of all employees will be brought in compliance, by a partial RIF if necessary, with the receiving district’s salary schedule and further adjustments made if length of contract or job assignments change.

If an employee is non-renewed under this policy, he or she shall be offered an opportunity to fill a vacancy for which he or she is qualified for a period of up to two (2) years. The non-renewed employee shall be recalled for a period of two (2) years in reverse order of the layoff to any position for which he or she is qualified. Notice of vacancies shall be by certified mail and the non-renewed employee shall have ten (10) working days from the date the notification is received in which to accept the offer of a position. A lack of response or an employee’s refusal of a position shall end the district’s obligation. It is wholly the responsibility of the employee to furnish the district a current address and phone number yearly by August 1.

NOTE: For example, if the district’s salary schedule provided for a range of salaries for maintenance employees ranging from \$8.50 an hour to \$12.50 an hour, and one maintenance employee is making \$14.00 an hour, the superintendent, as part of the RIF, would send a letter of partial non-renewal to the maintenance employee to bring the salary into compliance with the salary schedule.

Legal Reference: A.C.A 6-17-2406

Adopted by Nemo Vista School Board on September 13, 2005, and effective on that date.

CLASSIFIED PERSONNEL EVALUATIONS

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

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

Adopted by the Nemo Vista School Board on October 16, 2008 and effective on that date.

NEMO VISTA SCHOOL DISTRICT
AND
LIL' HAWKS PRE-SCHOOL CENTER
2010-2011 SCHOOL CALENDAR

August 17	Full Staff Required/Inservice
August 19	FIRST DAY SCHOOL - STUDENTS
September 3 - out	Inservice – Faculty/staff only
September 6 – out	Labor Day
September 17	Event Day - Elementary
September 21	Elementary & High School Parent/Teacher Conferences
October 13-15	9 weeks test
October 22	End first qtr 45 days
October 29	Book Character Event Day - Elementary
November 15	Fall Break Day
November 22 & 23-out	Inservice flex days-Faculty/staff only
November 24-26- out	Thanksgiving holiday
December 2	Pre-School Parent/Teacher Conferences
December 20-22	Semester test
December 21	Event Day - Elementary
December 22	Event Day - Elementary
December 23-January 5 - out	Christmas holiday
January 6	Resume classes
January 14	End 2 nd qtr 44 days
February 10	Elementary & High School Parent/Teacher Conferences
February 11	Inservice - Faculty/staff only
February 14	Event Day - Elementary
March 16-18	9 weeks test
March 18	End 3 rd qtr 44 days
March 21-25	Spring break
March 28	Classes resume
April 21	Pre-School Parent/Teacher Conferences
April 22	Event Day - Elementary
May 4	Track/Field day – 5 th & 6 th Grade
May 13	Splash day - Elementary
May 20	Graduation
May 24-27	Semester test
May 27	Last day students
May 27	End 4 th qtr 45 days
May 31-June 1,2,3 & 6	Inclement weather make up days, if needed

TOTAL SCHOOL DAYS - 178

CALENDAR HAS 5 INCLEMENT DAYS, IF NEEDED

Nemo Vista School Board approved calendar on April 15, 2010, and effective on that date

