

**NEMO VISTA PUBLIC SCHOOL**  
**CERTIFIED STAFF PERSONNEL POLICY**

**2010-2011**

**LEA #1503**

## SECTION G

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Nemo Vista School District Certified Personal Policy was adopted by the Board of Education on February 18, 2002, and effective on that date.

SECTION G

GCA

CERTIFIED SCHOOL PERSONNEL

All certified personnel except the Superintendent shall be presented to the Board to be hired or dismissed by recommendation of the Superintendent. The superintendent shall be guided in his nominations by the recommendations of the principals and other supervisory personnel. Should a person nominated by the Superintendent be rejected by the Board, the Superintendent shall submit another nomination for consideration.

CODE: GCAA

EQUAL OPPORTUNITY EMPLOYMENT

No person 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 respondents - 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.

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.

CODE: GCB

CERTIFIED STAFF CONTRACTS

A. SUPERINTENDENT - - The Superintendent may be elected for a term of one to three years. The election of the Superintendent shall take place at the January meeting of the Board. The Board may choose to renew the Superintendent's contract each year in order that he will be continually under a one or more year contract.

(A) QUALIFICATIONS - - SEE SECTION C (ADMINISTRATION)

- B. PRINCIPALS - - The principals may be elected for a term of one to three years. The February meeting of the Board each year is the time for the election of principals. The Board may choose to renew the principal's contracts each year in order that they will continually be under a one or more year contract.
- C. CERTIFIED STAFF - - Certified personnel will be considered for renewal of contracts at the March Board meeting each year.

CODE: GCBA

### CONTRACTS

- A. WRITTEN CONTRACTS - - Election of school certified personnel is to be evidenced by a written contract which is binding on both the employee and the employer
- B. ANNUAL CONTRACTS - - The annual contract of all certified personnel shall be renewed unless the procedure outlined in "cause and procedure for dismissal" has been followed. Follow Arkansas Code 6-17-1501.
- C. A survey of certified personnel's intentions is to be completed and returned prior to the March School Board meeting.
- D. Certified personnel, upon written request by the certified personnel, may be released from their contracts by the Board upon thirty (30) days notice. In accordance with Arkansas Code 6-17-1506, no certified personnel shall be required to sign and return a contract for the next year any sooner than thirty (30) days after the contract is issued to the certified personnel. The certified personnel shall have the right to unilaterally rescind any signed contract no later than ten (10) days after the end of the school year.

CODE: GCBB

### CERTIFIED STAFF SALARY SCHEDULES

- A. Certified personnel shall be employed for 190 days.
- B. Certified personnel's' annual salaries shall be paid twice a month. In the event of certified personnel's' contracts being terminated due to death, change in family residence, or other personal reasons, proper adjustment will be made to carry out requirements of the contract in regard to amount due to the certified personnel.
- C. The Nemo Vista School system maintains a salary schedule, a copy of which is on file in the office of the Superintendent and in the office of each principal.

- D. In the event of the death of a certified employee, who is under contract and if death occurs during a contract period, compensation based on the staff fringe benefit formula (GCJ) will be made to the beneficiary.

CODE: GCBC

SALARY INDEX AND REGULATIONS

The Nemo Vista Public Schools operate under a single salary index that may be changed from year to year at the discretion of the Board and in compliance with State Law and Statutes.

- A. Salary payments will be made twice a month beginning in September each school year. Payment will be on the fifth and twentieth of each month. Contracts will be divided into 24 equal installments to be received by the end of June each school year.
- B. Contracts will be written based on the degree held and the numbers of years of service according to the salary schedule. However, if a certified employee increases his/her status before the contract period begins, the contract may be amended upward to include that degree, under condition that the certified employee has provided the Superintendent by the beginning of the contract period with a certified copy of his/her transcripts reflecting the additional hours earned.
- C. Salaries of Superintendents and principals shall be paid by individual contracts negotiated by the Board.
- D. The Board may allow salary supplements for those certified personnel who assume extra duties.
- E. Current salary index for the school are to be attached to the contracts.
- F. Additional hours earned in the certified personnel’s field or related field may change the certified personnel’s salary index. These hours do not necessarily have to be toward a higher degree. All hours which apply to a bracket step increase on the salary schedule must be graduate hours earned after the Bachelor’s Degree has been earned.
- G. Certified personnel may transfer all years of service up to maximum on salary schedule into the school district. Certified personnel from private schools may be allowed to bring up to eight years of experience into the district, if they worked at an accredited schools and held valid teaching certificates at the time the service was rendered. This policy will not be retroactive.

REQUIREMENTS FOR CERTIFIED EMPLOYMENT

- A. SCHOOL EMPLOYEES - - All certified employees of the Nemo Vista School District will complete the sixty (60) hours of professional development for the school year beginning August 13 and ending May 17. A certified employee, who for any reason, is not present at a regularly scheduled professional development activity, will make up the time during an evening, Saturday, or summer session related to their area of responsibility before June 30. All certified employees will keep accurate up to date written records of professional development hours on file at all time. All professional school employees must satisfy the requirements of the State Law and Policies of the Board of Education and requirements of the State Department of Education, including passage of the criminal background check mandated by Arkansas Code 6-17-410 and 6-17-411.

CERTIFIED PERSONNEL ARKANSAS CODE 6-17-410 & 6-17-411

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

- B. PERSONNEL FILE - - All certified personnel 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 valid Arkansas teacher certificate.
  2. A complete college transcript.
  3. Elect choice of either contributory/non-contributory membership in the Arkansas Teacher Retirement System. Membership in the system is mandatory.
  4. A current health certificate (T B skin test).
  5. Social security number.
  6. Current W-4 forms, state and federal, for tax deductions purposes.
  7. Completed Form I-9 Employment Eligibility Verification.
  8. Signed Drug Free Workplace Statement.
- C. DEFICIENCIES - - Certified personnel with deficiencies must provide satisfactory progress toward the elimination of their deficiencies in order to be re-employed. Satisfactory progress shall be determined by the State Department of Education, Division of Teacher Certification.

CODE: GCD

SUBSTITUTE PERSONNEL

- A. All substitute personnel are to be called by the principal of the school in which they are to work. The principal shall endeavor to secure qualified personnel.
- B. All substitute personnel are to be paid through the business office.
- C. Substitute personnel holding a teaching certificate shall be paid \$50.00 per day. Adopted by the Nemo Vista School Board on 10-18-01, and effective on that date.
- D. If a vacancy occurs in a teaching position during the school year, a long term substitute may be hired at a daily rate of pay at 0 years experience BSE level on the Certified Salary Schedule for anyone hold a valid Arkansas teaching certificate. Adopted by the Nemo Vista School Board on 9-30-02, and effective on that date.

CODE: GCE

STUDENT TEACHERS OR COLLEGE STUDENT OBSERVERS

- A. Student teachers shall be placed in classrooms only with approval of the classroom teacher.
- B. Remuneration made by the college for supervising service to the student teacher shall be made directly to the supervising personnel.
- C. Supervisors of college students participating on an observation program shall notify the principal of each school in the Nemo Vista system one week prior to arrival.

CODE: GCF

JURY AND ELECTION DUTY

If a certified employee is selected for jury duty or election duty, he/she shall be allowed to serve without loss of 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.



ABILITY OF SCHOOL EMPLOYEES TO HOLD PUBLIC OFFICE--  
ARKANSAS CODE 6-17-1115 & 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, certified 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 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.

CODE: GCFB

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 be subject to disciplinary action for violation. 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.

CODE: GCG

CERTIFIED STAFF LEAVE

A. SICK LEAVE - - In compliance with ARKANSAS CODE 6-17-1201.

1. Certified personnel working twenty (20) or more hours per week shall be allowed

ten (10) days each year, (that a day being equal to the normal contracted amount of hours daily. Example: An employee who works one-half day will receive nine (9) one-half days each year.), cumulative to ninety (90) days, for sickness of the employee or member of the immediate family, and for which the full salary shall be paid.

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

2. Deductions for each day absent that is not covered by sick leave policy shall be based on the number of contracted days of that employee's salary. (Example: Deduct 1/185 for a 185 day contract, deduct 1/200 for a 200 day contract, deduct 1/240 for a 240 day contract).
3. Adjustments for sick leave deductions will be made on the salary check or series of checks, as determined by the Superintendent, issued immediately following the absence/absences.
4. 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.
5. Employees will receive personal days based on years of service in the Nemo Vista School District as follows:

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

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

11-15 year of service 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 (June 30). 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 for the absence.

6. In the event that a teacher 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.
7. Ninety (90) days of accumulated sick leave may be transferred with the certified employee transferring into the Nemo Vista system.

These must be confirmed by the previous Superintendent and only from Arkansas public schools.

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. A: All sick leave is effect 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 months with no days accumulated would have nine days of sick leave on the first day of school.

B: 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 sick leave used in excess of the number of days actually earned.

C: 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 refused to sign his/her sick leave sheet on being absent, then that absence will be deducted from his/her pay.

B. PROFESSIONAL LEAVE - - A certified employee shall receive full salary for absences necessitated by attendance at professional meetings which have been approved by the Superintendent of schools.

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

D. SABBATICAL - - A certified employee may be granted a sabbatical for furthering their education or attaining a degree. The sabbatical would be without pay for a period not to exceed one (1) school year. The person employed to replace the certified employee on sabbatical will only be employed for the term of the sabbatical.

E. 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 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) day 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 REQUIREMENT 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.

B. An instructional 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.

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

G. 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 a public school due to personal injury from assault or other violent criminal act committed against the employee in the course of 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 not 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 the 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 disagreement between the employee's doctor and the Board's doctor, a third opinion shall be requested from a medical doctor that both the Board and employee 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 workers' 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.

CODE: GCH

#### CERTIFIED STAFF ATTENDANCE

- A. ILLNESS--In the case of absences because of illness, the certified staff member is asked to notify the principal at the earliest possible moment, preferably the day before the expected absence. If possible, the principal should be notified the day before the certified staff member expects to return.
- B. SUBSTITUTES--Selection of the substitute personnel will be made by the administration, who shall select the best qualified personnel available.
- C. DAILY--Certified staff personnel are expected to report and depart at a time specified by the administration, unless they are on other assigned duty.
- D. SCHOOL TIME--All personnel are not leave the building or grounds during the school hours without clearing such absences with the principal. Superintendent and building principal will leave word with the secretary where they may be reached.

CODE: GCJ

#### CERTIFIED STAFF FRINGE BENEFITS

A one time payment shall be paid to all full time staff members upon retirement with at least ten (10) years of service to the Nemo Vista School District who met 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 by Board of Education.

Retirement payment shall be computed on a formula of:

\$40.00 x number of unused sick leave days. (At the time of T-DROP these days  
will be considered purchased.)

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

CERTIFIED STAFF PERSONNEL RECORDS

- A. Certified personnel must have and maintain on file in the Personnel Office, transcripts of college and university credits and a valid Arkansas teaching certificate. Current health cards, W-4 forms, etc. must also be on file.
- B. Certified staff will have access to his/her personnel records on file by the Nemo Vista School District except confidential recommendation requested by staff member at time of application.
- C. When a statement concerning the performance of a certified staff member is placed in any personnel file, a written notice of such placement will be sent to the certified staff member. At this time the certified staff member may request a conference with the originator of the statement.

CODE: GCL

FACULTY GRIEVANCE PROCEDURE

The Nemo Vista School District utilizes the chain of command or authority for processing grievances. This process is enumerated below 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.

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

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



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

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 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.

CODE: GCM

CERTIFIED PERSONNEL'S DRESS

All certified personnel should set an example before the students by being well groomed at school.

CERTIFIED STAFF EVALUATION PROCEDURES

- A. Procedures for evaluation should be developed cooperatively by administrators and certified staff. Areas of teaching service to be evaluated should be clearly defined and should be related to the philosophy and objectives of the school.
- B. Any program of evaluation should recognize the rights of educators being evaluated to:
  - 1. Consultation after an evaluation.
  - 2. Receipt of and opportunity to acknowledge in writing any formal evaluation report prior to placement in a personnel file.
  - 3. Participation in a professional development program designed to help overcome deficiencies indicated by evaluation.
- C. Evaluation of teaching should be a cooperative and continuing process, with evaluation procedures being updated constantly to reflect the need of the certified personnel and the goals of the educational program.
- D. All certified staff (with less than three (3) years at this school) shall be evaluated three (3) times each year and other certified staff shall be evaluated twice a year, one of which shall be a written, formal evaluation.

CODE: GCO

CERTIFIED STAFF - PUPIL RELATIONSHIP

- A. The welfare for the student should be the first concern of the certified personnel.
- B. Certified staff shall withhold confidential information about a pupil or his home unless its release serves a professional purpose. Any release must meet the Family Education rights and Privacy Act (Sec. 438) of 1974, as stated in the Administrative or School Board Policy on student records.
- C. Certified staff should be available for parent and pupil consultations with prior arrangement for an appointment set up by certified staff and/or principal.

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.

## 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.

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

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.

## 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.

## 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)].

CODE: GCO-A

Adopted by the Nemo Vista School Board on December 18, 2003 and effective on that date

### ANTI-BULLYING POLICY

Nemo Vista School District has an obligation to and is committed to providing a safe learning environment for each of its students. Student achievement is best attained in an atmosphere that is free from the fear of emotional and physical intimidations and threats. Bullying is a destructive behavior that will erode the foundational principles on which a school is built. This school will not tolerate any behavior that is classified under the definition of bullying and will take steps needed to eliminate such behavior.

Believing that prevention is the strongest means available in eliminating bullying, Nemo Vista will offer programs or educational material regarding the nature of bullying, its consequences should a child choose to engage in this type of behavior, and the procedures for reporting an incident which involves bullying. The information will emphasize that Nemo Vista will not tolerate bullying, and that school employees, volunteers, and students are encouraged to report any instances of bullying without fear of consequences. Any reports will take into account the age of the offending student, the level of seriousness of the behavior, and whether or not the offending student has developed a habit of engaging in bullying behavior.

Appropriate measures will be taken in dealing with such students.

It will be considered a violation of this policy for any student to inflict bullying behavior upon another student(s) as defined in this policy. After completing an investigation of the reported incident, a student who was found to have participated in bullying behavior will be subject to disciplinary action that is appropriate to the degree of seriousness of the bullying behavior.

For the purposes of this policy, bullying is defined as any written or verbal expression or physical act or gesture, or pattern thereof, that is intended to cause distress or fear upon one or more students. A student will be found violating this policy if their conduct has been found to have the effect of humiliation or embarrassment on a student, and is sufficiently severe, persistent, or pervasive that it limits the student's ability to participate in, or benefit from, and educational program or activity.

Bullying behavior will generally be established when an individual has endured a pattern of offensive behavior or when a single serious act is committed. What is or isn't bullying will depend on the surrounding circumstances.



Students who believe they have been victimized by bullying or parents who believe their child has been victimized by a bully, should file a complaint by contacting a school counselor, teacher, principal, or superintendent who will assist in getting help for the child and take appropriate steps to ensure that such behavior is stopped. To the extent, if possible, complaints will be treated in a confidential manner. Limited disclosure may be necessary in order to complete a thorough investigation. Students, parents, or teachers who file a complaint against a student who is guilty of being a bully, will not be subject to retaliation or reprisal in any form.

Students or adults who knowingly fabricate allegations and falsely accuse a student of being a bully, will be subject to disciplinary action.

Individuals who withhold information, purposely provide inaccurate facts, or otherwise hinder an investigation of a student for the purposed of bullying, shall be subject to disciplinary action.

Consequences for bullying may include but not limited to: (Principal's discretion depending on severity of incident and age of student)

Level A: In school suspension

Level B: Student/Staff/Administrator/Parent conference

Level C: Corporal Punishment

Level D: Out of school suspension

Level E: Expulsion

CODE: GCP

#### CERTIFIED STAFF ASSIGNMENTS AND TRANSFERS

A. Certified staff accepting employment in the Nemo Vista Public Schools agree to accept the assignment with respect to room, grade or classes assigned to him/her by the administration.

B. Certified staff who are qualified in different subject areas and for different grade levels may transfer from one area to another with approval of the Superintendent and the principal involved.

C. Certified staff may be transferred to another position in the district if the Administration and School Board deem it necessary. As much advance notice as possible will be given to the employee.

CODE: GCR

#### CERTIFIED STAFF REPORTS

A. ATTENDANCE - - All certified staff shall make daily attendance reports to the office in their particular schools and shall include the lunch count the first period.

B. OTHER - - All certified staff shall make reports that are required by law and those that are requested by the principal.

CODE: GCT

PERSONNEL POLICY COMMITTEE

The Personnel Policy Committee will be formed in August by the certified personnel of the Nemo Vista School District.

Page 3-E Employees designated work days will be the number of days specified on their contract. Non-instructional days included in the school calendar are part of the contracted days.

Paged 4-G Change wording to all years of service and their years of experience.

Page 5-A Change 30 hours to 60 hours, and change the date to the period beginning June 1 and ending May 31.

Page 14- Add GCKA Employee Insurance

The state provides health insurance for all eligible school district employees who choose to participate. The district makes a monthly contribution on behalf of 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 coverage under this plan for themselves, spouses and/or dependents must bear the cost of the premiums above the amount contributed by the district.

Certified staff have the opportunity to participate in a Section 125 Cafeteria Plan offered by the district.

Add GCKB 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.

Add GCKC Worker's Compensation

All employees are covered by Worker's Compensation. 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.

Add GCKD Teacher Retirement

All certified employees must be members of the Arkansas Teacher Retirement System as required by law. The district contributes a percentage on behalf of the employee as is determined annually by the Arkansas Teacher Retirement System.

Page 16-Add GCLA Dismissal or non-renewal

Dismissal or non-renewal of certified staff will be in compliance with the Teacher Fair Dismissal Act.

Page 22-Add GCPA Assignment of Instructional Assistants

Assignment of instructional assistants will be at the discretion of the building principals.

Add GCRA Academic Performance

All grades for students are based on educational objectives.

Page 23-Add GCU Reduction in Force

The School Board acknowledges its authority to conduct a reduction in force when a decrease in enrollment or other reason(s) make such a reduction necessary or desirable.

The superintendent shall establish criteria to be applied in effecting a reduction in force.

Approved by the Nemo Vista School Board on October 27, 2004, and effective on that date.

## CERTIFIED 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 staff that is excess of the needs of the district as determined by the superintendent.

In effecting a reduction in force, the primary goals of the school district shall be; what is in the best interest 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, and by examining the staffing of the district in each licensure area and/or, if applicable, specific grade levels.

If a reduction in force becomes necessary in a licensure area or specific grade level(s), the RIF shall be conducted for each licensure area and/or specific grade levels on the basis of each employee's points as determined by the schedule contained in this policy. The certified employee with the fewest points will be laid off first. There is no right or implied right for any certified employee to "bump" or displace any other certified employee.

### POINTS

Years in profession	1 point per academic year
Years in district	1 point per academic year
Education	1 point BSE degree 2 points Masters and above
Certification areas	1 point for each area
National Teacher Certification	1 point
Current year's identified shortage area	1 point per area

A certified employee with full licensure in a position shall prevail over a certified employee with greater points. All points awarded must be verified by documents on file with the district by October 1, of the current school year. Each certified employee's points shall be totaled with the certified employee's ranked by the total points from the highest to lowest in the licensure areas in which they have been assigned within the last two years, including the current year. In the event that a certified employee's assignment is different this school year from the previous school year, separate point totals shall be developed for each area of assignment. The point totals for each licensed certified employee will be kept in file in the superintendent's office for review. Upon review of the point total, each certified employee has ten (10) working days within which to appeal his or her assignment of points with the superintendent whose decision shall be final.

In the event the district is involved in an annexation or consolidation, certified employees from

all the districts involved will be ranked according to the scale adopted. A year of teaching at an annexed or consolidated district will be counted the same as a year at the receiving or resulting district.

Pursuant to any reduction in force and as part of it, the salaries of all certified 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 assignment change.

If a certified 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 certified employee shall be recalled for a period of two (2) years in reverse order of the layoff to nay position for which he or she is qualified. Notice of vacancies shall be by certified mail and the non-renewed certified 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 a certified employee's refusal of a position shall end the district's obligation. It is wholly the responsibility of the certified employee to furnish the district a current address and phone number yearly by August 1.

Approved by the Nemo Vista School Board on September 13, 2005, 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	<b>FIRST DAY SCHOOL - STUDENTS</b>
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 <sup>nd</sup> 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 <sup>rd</sup> 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 <sup>th</sup> & 6 <sup>th</sup> Grade
May 13	Splash day - Elementary
May 20	Graduation
May 24-27	Semester test
May 27	Last day students
May 27	End 4 <sup>th</sup> 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\*\*

School calendar approved by the Nemo Vista School Board on April 15, 2010.