

2016-2017

*Classified Personnel
Policies Handbook*



*Valley Springs School
(LEA #0505)*

Thanh Ketchum, School Board President
April 18, 2016

CLASSIFIED PERSONNEL POLICIES

I. INTRODUCTION

- A. General Policy Statement 4
- B. Administration..... 4

II. EMPLOYMENT

- A. Recruitment and Selection 5
- B. Employment Process 5
- C. General Requirements for Employment
 - 1. Qualifications 6
 - 2. Job Descriptions 6
 - 3. Classified Employee Information for Personnel File 12
- D. Renewal of Contracts 13
- E. Personnel File 13
- F. Non-School Employment 13

III. ASSIGNMENT AND TRANSFER

- A. Placement 14
- B. Transfer 14

IV. RIGHTS, RESPONSIBILITIES, AND DUTIES

- A. Length of School Day 14
- B. Duty Free Lunch Period 14
- C. Classified Personnel and Political Activities 15
- D. Intra-School Funds 15
- E. Extra Curricular Duties..... 15
- F. Tobacco Products 15
- G. Drug and Alcohol Policy 15
- H. Dress of Non Certified 18
- I. Sexual Harassment Policy 18
- J. Non Certified Personnel Computer Use Policy..... 19
- K. Non Certified Personnel Responsibility Governing Bullying 20

V. CLASSIFIED PERSONNEL POLICY COMMITTEE

- A. Requirements..... 20
- B. Procedures 21

VI. PERSONNEL EVALUATION PROCESS

- A. Statement of. Philosophy..... 21
- B. Primary Purpose of the Evaluation System..... 22
- C. Environment..... 22
- D. Communication and Professional Relationships..... 22
- E. Policy and Procedure 22
- F. Probation 23

VII. SEPARATION AND PROCEDURES

- A. Non-Renewal..... 23
- B. Suspension..... 24

C.	Termination	24
D.	Resignations	24
E.	Reduction in Force	24
F.	Termination and Non-Renewal Procedures	26
VIII.	<u>CONFLICT RESOLUTION</u>	
A.	Grievance Procedure (Due Process).....	26
B.	Citizen Complaint Procedure	28
IX.	<u>ACTIVITIES</u>	
A.	In-service Education.....	28
B.	Staff Development Policy	29
C.	Personnel Tutoring	29
D.	Solicitations of Staff Members and Students	29
X.	<u>COMPENSATION AND RELATED BENEFITS</u>	
A.	Salary Schedules and Regulations.....	30
B.	Salary Schedule	31
C.	Determination of Additional Duties	31
D.	Method of Payment for Stipends.....	31
E.	Meal Reimbursement	31
F.	Additional Compensation Policy	32
G.	Checks and Deductions	33
H.	Workers' Compensation.....	33
I.	Teacher Retirement System/Liability.....	33
XI.	<u>LEAVES AND VACATIONS</u>	
A.	Absences.....	33
B.	Sick Leave Policy	34
C.	Donation of Sick Days	37
D.	Personal Leave	37
E.	Military Leave	38
F.	Bereavement.....	38
G.	Leave of Absence Without Pay	39
H.	Professional Leave and Absences	40
I.	Jury Duty or Court Appearance Leave.....	40
J.	Leave of Absence for Personal Injury from Assault Or Other Violent Criminal Acts	41
K.	Long Term Leaves	41
L.	Vacation for Classified Personnel on Twelve-Month Contract	42
M.	Public Office Non Certified Personnel.....	42

(Other District/Board policies, in addition to these personnel policies, are available in Superintendent's Office)

INTRODUCTION

A. GENERAL POLICY STATEMENT

The Board of Education is required by law to establish personnel policies within the school district. Said policies shall be filed with the chairman of the State Board of Education, along with an affidavit, signed by the president of the Board, attesting compliance with state law.

The term classified personnel consists of all non-administrative and non-teaching staff members who do not hold a teaching or administrative certificate issued by the State Department of Education. Classified Staff or Classified Employee is one who holds a valid contract for employment.

The non-teaching positions of employment in the Valley Springs School District provide a vital link to the total operation of this school and should be treated with the same respect as all other employees.

A personnel policies handbook shall be given to each classified employee employed for the first time by the school district. Any amendments to the personnel policies approved by the Board will be given to all personnel within (30) thirty days of approval.

The personnel policies of each school district in effect at the time a classified employee's contract is entered into or renewed shall be considered to be incorporated as terms of said contract and shall be binding upon both parties unless changed by mutual consent.

Any amendments to personnel policies adopted during the term of such contract shall become effective the following July 1. Such amendments may take place immediately with the mutual consent of classified employees and the administration.

The Board shall provide for a Committee on Personnel Policies, as composed by law, to annually review the personnel policies of the Board to determine if additional policies or amendments to existing policies are needed. The Committee may propose new policies or amendments to existing policies.

The Board shall consider the policies and either adopt, reject, or refer the policies back to the Committee for further study and revisions.

B. ADMINISTRATION

All classified employees in the district are responsible to the Board through the superintendent.

All personnel shall refer matters requiring administrative action to the administrative officer immediately in charge of the area in which the problem arises.

Administrative officers shall refer such matters to the next higher authority when necessary.

All classified employees shall have the right to appeal any decision made by an administrative officer to the next higher authority and through appropriate successive steps to the Board.

II. EMPLOYMENT

A. RECRUITMENT AND SELECTION

This district can secure the kind of personnel it wants by an effective recruitment program based upon alertness to good candidates, initiative that results in prompt action, and good personnel practices in dealing with applicants. All prospective employees must fill out an application form provided by the District, in addition to any resume provided, all of which information is to be placed in the personnel file of those employed. A personal interview will be required for all people employed by the district.

It is the responsibility of the superintendent of schools and of persons delegated by him to determine the personnel needs of the school district and to locate suitable candidates to recommend for employment to the board.

No inquiry in regard to race, color, national origin or creed shall be made of a person proposed for or seeking employment in any capacity in the schools.

It shall be the duty of the superintendent of schools to see that persons nominated for employment shall meet all qualifications established by law and the board for the type of position for which nomination is made.

B. EMPLOYMENT PROCESS

Employment of all school personnel except the superintendent shall be on nomination by the superintendent. Employment will be based on the following:

1. Classification requirements
2. Experience and performance
3. Personal interviews

Should a person nominated by the superintendent, be rejected by the school board, it shall be the duty of the superintendent to submit another nomination for consideration.

C. GENERAL REQUIREMENTS FOR EMPLOYMENT AND JOB DESCRIPTIONS

1. QUALIFICATIONS

All classified personnel must satisfy the requirements of state law and policies of the school board as pertain to each individual job classification.

2. JOB DISCRIPTIONS

a. PARAPROFESSIONALS

As mandated by the State Dept. of Education, paraprofessionals hired after January 8, 2002, are required to have completed:

1. Two years of study at an institution of higher education;
2. Obtained an associate's (or higher);
3. Taken and passed the Parapro Assessment Test certifying they are highly qualified; or
4. Satisfied any other state or federal requirement for paraprofessionals to be "highly qualified."
5. An exception to the highly qualified requirements of NCLB (No Child Left Behind) is allowed for paraprofessionals who are proficient in English and a language other than English and who provide services primarily to enhance the participation of children in programs served under Title I by acting as a translator; or whose duties consist solely of conducting parental involvement activities consistent with the requirements of NCLB.

Paraprofessional duties:

1. Hired to help teachers perform specific duties; they should be selected for employment based on the best qualified for the specific job.
2. The teachers will outline for the paraprofessional the work they need assistance with and provide the necessary materials to work with.
3. Cooperates with the supervising teacher and carry out assigned duties properly.
4. Notifies the teacher of any difficulties they have in carrying out their instruction.
5. They are not to give corporal punishment but are to discipline students and should report all problems to the supervising teacher.
6. Attends Staff In-service and all staff meetings as required.
7. They will be evaluated by their supervisor and supervising administrator.
8. Not to be used to run personnel errands for the supervisors.
9. They will take two (2) fifteen (15) minute breaks, one at mid-morning and one at mid-afternoon. If scheduling should not permit the two (2) fifteen (15) minute breaks, they will be taken consecutively during the prep period of the teacher the paraprofessional works with.
10. Other duties assigned.

Legal Reference: 20 USC § 6319(c) (d) (e)
ACA § 6-17-2205
29CFR § 785.19

b. STUDY CENTER SUPERVISOR

As mandated by the State Dept. of Education, the Study Center Supervisor hired after January 8, 2002, shall have met the requirements for a paraprofessional.

The Study Center Supervisor will be assigned a room and pupil assignment by his/her Principal. SC Supervisor will have input on class rosters when students outnumber room capacity. His/her principal will make the final decision.

The Study Center (SC) Supervisor duties:

1. Attends Staff In-service and all staff meetings as required.
2. Maintains a three (3) year growth plan for structured study environment for students. Keeps plan filed in Principal's office.
3. The SC Supervisor is responsible for creating and maintaining an organized, orderly study area for students.
4. Works with counselor and teachers to help accommodate students learning needs.
5. The SC Supervisor is responsible for maintaining class rolls, seating charts, class study groups, tutoring, absentee slips, working with teachers and counselors to obtain peer tutors when possible, and when possible providing materials to assist students with class assignments.
6. Maintains acceptable standards of classroom behavior by conveying clear behavioral expectations to students.
7. The SC Supervisor is responsible for classroom discipline.
8. Required to attend student conference with parents and teachers as needed.
9. Communicate with parents when necessary concerning student's behavior.
10. Collects lunch money for the Lunchroom Supervisor.
11. Posts events on the High School Marquee.
12. One class period will be set aside in order for the two (15) minute breaks* to be taken consecutively and the remainder of the period to be used to contact parents when needed, gather supplies for classroom and students, speak with teachers, counselors, administration, etc.
13. Other duties as assigned.

Legal References: 20 USC § 6319(c) (d) (e)
ACA § 6-17-2205
29CFR § 785.19

c. ELEMENTARY SECRETARY, MIDDLE SCHOOL SECRETARY, and HIGH SCHOOL SECRETARY

Secretary will be supervised by appropriate school principal or superintendent and will perform office duties related to the daily routine of the school.

The Secretary(s) duties:

1. A Personal Secretary to the Principal.
2. Secretaries are not the teacher's personal secretary and are not to be used to run copies or perform other duties for them that relate to the teacher's responsibilities.
3. Receptionist.
4. Keep employee absenteeism.
5. Make sure teacher or employee (when applicable) is covered with a substitute when absent.
6. Maintaining student files.
7. Maintaining student discipline records.
8. 3 week grade reports and Report Card reports.
9. Ordering of school and office supplies.
10. Scheduling records.
11. Because of school funding and other state required reports, APSCN supersedes all general office duties.
12. Other duties as assigned.

d. APSCN STUDENT ADMINISTRATOR

Is under the supervision of the Superintendent

The APSCN Student Administrator's responsibilities are:

1. Make sure everyone using APSCN is trained in their area of responsibility.
2. Maintains Special Education records
3. Maintains Alternative Education records
4. Maintains Gifted/Talented records
5. Records all free, reduced and regular Lunch codes on the student side.
6. Takes care of all Registration and Drop records on the student side
7. Maintains Attendance records
8. Maintains discipline records
9. Maintains Student Registration records
10. Works with the counselors in Scheduling, maintaining the Master Schedule, Sections, and Course Codes
11. Works with School Secretaries, Principals and Counselor's writing APSCN reports as needed.
12. Trouble shoots problems with APSCN
13. Takes care of state reporting to the Department of Education.

e. ADMINISTRATIVE SECRETARY and BOOKKEEPER

Administrative Secretary and Bookkeeper will be supervised by the Superintendent.

Superintendent's Secretary(s) duties:

1. Maintain an up-to-date inventory for the school.
2. Receipts and deposits all food service and activity fund money.
3. Superintendent's correspondence.
4. Prepares all board-meeting materials.
5. Transcribes minutes of board meetings.
6. Maintains master file of purchase orders.
7. Receptionist duties.
8. Schedules cafeteria.
9. Orders and keeps office supplies on hand.
10. Maintains after-school program payments and prints statements.
11. Other duties as assigned.

Bookkeeper duties:

1. Payroll for all employees and substitutes.
2. Annual Financial Report and Budget.
3. Assists with required reports to state.
4. Gathers needed information from new employees and substitutes for personnel files and prints contracts.
5. Codes, receipts, and deposits local, state, and federal funds received by the school.
6. Processes all accounts payable for the school.
7. Reconciles monthly bank statement.
8. Receptionist duties.
9. Others duties as assigned.

f. BUS DRIVERS

The Valley School District's goal is to provide a safe and dependable transportation for the students of this district. In order to accomplish this goal we must endeavor to hire bus drivers that will comply with the district policy on transportation.

Bus Driver duties:

1. Possess valid Arkansas CDL driver's license and bus drivers' endorsement.
2. Attend all required in-service workshops and bus safety meetings.
3. Make daily checks of the bus to see that it is in safe operating condition, and report any defects to the bus maintenance supervisor.
4. Keep bus clean at all times.
5. Instruct the students in safe riding practices and emergency evacuation twice each year.
6. Maintain reasonable order on the bus at all times.
7. Operate school bus at a rate of speed considered safe, as directed by road and weather conditions.

8. Follow the oral and written instructions of the principal of the school served or any other official of the school with authority over school transportation.
9. Operate the bus or routes as directed by the transportation supervisor
10. Comply with all the provisions of the motor vehicle laws of Arkansas
11. Disciplinary actions will be referred to the appropriate principal.
12. Bus drivers receive \$7.50 per hour for driving bus on field trips plus receive pay for regular bus route if missed due to trip.
13. Other duties as assigned during the contract day.

(a). **Drug Testing of Drivers**

- 1 Any driver of a motor vehicle which is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District, is to submit to random drug testing. The drug/alcohol testing is to be done by a laboratory certified pursuant to the most recent U.S. Department of Health and Human Services.
- 2 Subsequent testing includes, and or is triggered by, but not limited to: testing in conjunction with an accident. (No driver required to take a post-accident drug test, shall use alcohol/drugs until undergoing a post-accident alcohol test.
- 3 Reasonable suspicion of drugs or alcohol.
- 4 No driver shall refuse to submit to an alcohol or controlled substance test. Consequences for violations of this policy could include termination or non-renewal of their contract of employment.

Notes:

Drivers will be given a copy of the procedures that will be used in the testing for drugs and alcohol.

The superintendent has been designated to answer driver's questions about the materials given drivers regarding drug and alcohol testing.

Drivers will be given at the beginning of school information pertaining to the effects of alcohol and controlled substance use on an individual's health, work, and personal life; signs and symptoms of an alcohol or a controlled substance problem (the driver's or co-worker's); and available methods of intervening when an alcohol or controlled substances problem is suspected, including confrontation, referral to any employee assistance program and/or referral to management.

All drivers will sign an acknowledgment that they have received all of the information contained in this policy and these footnotes. The Drug Free Workplace Policy acknowledgement Form is located in back of handbook.

(b) School Bus Driver's Use of Cell Phones

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

Legal Reference: A.C.A. § 6-19-120

ADE Rules and Regulations Governing Mobile Phone Usage by School Bus Drivers

g. COOKS

Cooks are hired to prepare and serve breakfast and lunch for students.

The Cooks duties:

1. Be responsible for serving meals that meet the state nutritional requirements.
2. Keep themselves and all areas clean and sanitary as required by the State Health Inspector. This includes clean dress, wearing hairnets, washing hands, etc. Washing all utensils and equipment used in preparing and serving meals.
3. Be able to perform physical movement of bending, stretching and lifting as required.
4. Follow instructions of supervisor or person in charge. Perform any other duties as directed by the superintendent or principal of this district.
5. Other duties as assigned.

h. LUNCHROOM SUPERVISOR:

Hired to do all the same things as the cook including rotating in the serving line as needed.

The Supervisor duties:

1. Keep daily temperature log on refrigerators, and freezers.
2. Keep count of food on daily basis.
3. Checks in vendors.
4. Maintains accurate breakfast and lunch counts.
5. Meets all State requirements in reporting free, reduced, and regular lunches.
6. Orders food used to prepare menus for the weeks ahead.
7. Maintains production records.
8. Prepares menus.
9. Completes daily record form.
10. Collects lunch bills.

11. Prepares commodity report and inventory.
12. Other duties as assigned.

i. CUSTODIANS:

All custodians will work under the direct supervision of the building principals and in cooperation with the custodial supervisor to keep the buildings and grounds in proper order.

Custodial duties:

1. Make sure all areas are clean.
2. Trash removed daily from rooms and all outside trashcans emptied daily.
3. Dusting done on weekly basis.
4. Floors swept and mopped or vacuumed daily.
5. Walls and baseboards cleaned as necessary.
6. Doors and windows cleaned.
7. Sidewalks swept as needed.
8. Bathrooms cleaned and sanitized daily.
9. Other duties as assigned.

j. MAINTENANCE SUPERVISOR:

Maintenance Supervisor will report to and be supervised by the Superintendent.

Maintenance Supervisor duties:

1. Issues work orders to other employees.
2. Keeps record of work orders.
3. Meets with salesmen to order all paper and cleaning supplies.
4. Issues paper and cleaning supplies.
5. Checks buildings and equipment during holidays and times when there is no school.
6. Evaluates all janitors and maintenance personnel under his supervision.
7. Other duties as assigned.

Maintenance Supervisor and Maintenance Helper Supplemental Work:

1. On duty for special events as needed.
2. On call to assist night custodians with problems and emergencies as they arise.
3. Work during holidays and snow days, as contract requires.
4. If supervisor is unable to be reached, the Maintenance Helper will assume his duties.

3. CLASSIFIED EMPLOYEE INFORMATION FOR PERSONNEL FILE

- a. All applicants prior to employment must provide the Superintendent with a completed application form.

- b. Soon after being notified of election, and before payment for service, an employee must furnish the superintendent with the following:
 1. A copy of Social Security card and Driver's License
 2. I-9 Form
 3. Federal and state W-4 forms
 4. A complete transcript of college credits with degree(s) earned if applicable
 5. Membership Data Form for Teacher Retirement
 6. TB test results (dated within past 90 days)
 7. Background check and finger prints

D. RENEWAL OF CONTRACTS

The Board of Directors upon the recommendation of the Superintendent of Schools renews classified personnel contracts annually. The renewal of all classified personnel will be evidenced by written contracts.

1. Classified personnel will be given contracts in May prior to the next school year. Said contracts must be returned no later than 30 days after the contract is issued.
2. The Superintendent and or Principal's recommendations for rehire shall be presented to the Board of Directors at the regular meeting in April.
3. The employee shall have the right to unilaterally rescind any signed contract no later than ten (10) days after the end of the fiscal school year.

E. PERSONNEL FILE

The district shall maintain personnel files for each classified employee that shall be available to the employee for inspection and copying during normal office hours. The employee may submit for inclusion in the file written information in response to any of the matters contained therein.

F. NON-SCHOOL EMPLOYMENT

It is recognized that District employees may hold jobs with other organizations; however, it is expected that this second job will not hinder the performance of the job in the Valley Springs School District nor shall an employee accept other employment, which is inappropriate for an employee of a public school. If such a hindrance occurs and the employee does not take action to correct the conflict after being so informed, the employee may be terminated from the Valley Springs School District.

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

III. ASSIGNMENT AND TRANSFER

A. PLACEMENT

Insofar as possible, classified staff will be assigned to positions for which they are best qualified. Also, an effort will be made to honor employee preference in assignments. Employees may be assigned, re-assigned, or transferred by the superintendent.

The classified staff will be notified of vacant positions, as they become available.

B. TRANSFER

The board reserves the right to reassign the work of a classified employee in fields of special training or capabilities at any time during the life of employee's contract through its superintendent of schools and the proper principal. Should reassignment occur during the life of an employee's contract to a position of more responsibility and duties, the pay will be adjusted accordingly at that time.

Reassignment may be made when, in the judgment of the superintendent, such reassignment or transfer is for the good of the school system. Classified employees may apply for reassignment through their principals or supervisors, but the judgment of the superintendent is final.

IV. RIGHTS, RESPONSIBILITIES, AND DUTIES

A. LENGTH OF WORK DAY

1. A time schedule for each classification for classified personnel will be established before the beginning of the school term.
2. All employees are expected to arrive at their individual work position at the appropriate time. All staff shall be required to remain at school until their contract day has been completed. Personnel who arrive late or depart early must have prior administrative approval.
3. Staff is expected to attend promptly all meetings designated for them unless excused by their administrator in advance.
4. In accordance with Act 1752 of 2003, HB 2232, 6-17-2205;
For those classified employees working more than twenty (20) hours per week:
Each school district in the state shall provide no less than two (2) fifteen (15) minute breaks during each regular workday for each classified school employee. The contract day shall not be extended to provide for this act.

B. DUTY-FREE LUNCH PERIOD

It shall be the policy of the Valley Springs School to make available to each classified staff a thirty-minute, uninterrupted, duty-free lunch period.

Legal Reference: 29CFR§ 785.19

C. CLASSIFIED PERSONNEL AND POLITICAL ACTIVITIES

Classified Personnel shall have the same privileges as any other United States citizen to freely express themselves and participate in political activities as long as such ideas and activities are not imposed upon the students.

D. INTRA-SCHOOL FUNDS

Staff is advised that they assume complete responsibility for funds in their care. Staff should deposit funds daily with the bookkeeper. A receipt will be furnished for all funds deposited with the bookkeeper.

E. EXTRA CURRICULAR DUTIES

Extra curricular duties are not considered a normal part of a classified employee's work. If such duties are deemed necessary the employee will be compensated by overtime pay or comp. days.

The employee's supervisor, principal and the superintendent shall have the responsibility of assigning such duties.

F. TOBACCO PRODUCTS

School personnel strictly prohibit smoking or use of any other form of tobacco use on school premises.

Legal Reference: A.C.A. § 6-21-609

G. DRUG AND ALCOHOL POLICY

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

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

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

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

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

Any employee who is charged with a violation of any state or federal law relating to the possession, use or distribution of illegal drugs, other controlled substances or alcohol, or of drug paraphernalia, must notify his immediate supervisor within five (5) weeks day (i.e. Monday through Friday, inclusive, excluding holidays) of being so charged. The supervisor who is notified of such a charge shall notify the Superintendent immediately. If the supervisor is not available to the employee, the employee shall notify the Superintendent within the five (5) day period.

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

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

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

Any employee who must take prescription medication at the direction of the employee's physician, and who is impaired by the prescription medication such that he

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

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

Notes:

Drug Counseling Services: Rehabilitation, and Employee Assistance Abuse Programs

NADAP Prevention Resource Center
310 South Pine
Harrison, AR 72601
Ph: 870-741-9131

North Arkansas Drug Awareness and Prevention
310 South Pine
Harrison, AR 72601
Ph: 870-741-0981

Ozark Counseling Service
319 HWY 14 S. #1
Yellville, Ar
Ph: 870449-5177

Ozark Counseling Services
8 Medical Plaza
Mountain Home, AR 870-425-6901

North Arkansas Drug Awareness and Prevention Council Inc.
Mountain Home
Ph: 870-4244400

Drug free awareness programs to educate employees will be given before each new school year and at the beginning of a new semester.

H. DRESS OF NONCERTIFIED EMPLOYEES

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

I. SEXUAL HARASSMENT POLICY

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

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

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

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

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

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

What is, or is not, sexual harassment will depend upon all the surrounding circumstances.

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

To the extent possible, complaints will be treated in a confidential manner. Limited disclosure may be necessary in order to complete a thorough investigation.

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

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

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

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

J. Non Certified Personnel Computer Use Policy

The Valley Springs School District provides computers and/or computer Internet access for many employees, to assist employees in performing work related tasks. Employees are advised that they enjoy **no expectation of privacy** in any aspect of their computer use, including email, and that under Arkansas law, both email and computer use records maintained by the district are subject disclosure under the Freedom of Information Act.

Passwords or security procedures are to be utilized as assigned, and confidentiality of student records relating to personnel is to be maintained at all times. Employees must not disable or bypass security procedures, disclose passwords to other staff members or students, or grant students access to any computer not designated to student use. It is the policy of this school district to equip each computer with Internet filtering software designed to prevent users from accessing material that is harmful to minors. The designated District Technology Administrator or designee may authorize the disabling of the filter to enable access by an adult to a bona fide research or other lawful purpose.

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

An Internet Use Agreement form is to be signed by the employee and placed in the employee's file.

Legal References: 20 USC 6801 et seq. (Children's Internet Protection Act; PL 106-554)
A.C.A. § 6-21-107
A.C.A. § 6-21-111

K. Non Certified Personnel Responsibilities Governing Bullying

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

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

Definition:

Bullying is any pattern of behavior by a student, or a group of student that is intended to harass, intimidate, ridicule, humiliate, or instill fear in another child or group of children. Bullying behavior can be a threat of, or actual, physical harm or it can be verbal abuse of the child. Bullying is a series of recurring actions committed over a period of time directed toward one student, or successive, separate actions directed against multiple students.

Note: A school employee who as reported violations under the school district's policy shall be immune from any tort liability which may arise from the failure to remedy the reported incident.

Legal Reference: A.C.A § 6-18-514

V. CLASSIFIED PERSONNEL POLICY COMMITTEE

A. REQUIREMENTS

As required by Act 1780 of 2003, HB 2717;

1. Section 1. Each school district in the State of Arkansas shall have a set of written personnel policies, including the salary schedule for each classification of classified personnel in the schools.
2. Section 3. Each school district shall have a committee on personnel policies for classified personnel which consists of at least one (1) non-management representative from each of the following five (5) classifications:
 - (1) Maintenance and operation
 - (2) Transportation
 - (3) Food service
 - (4) Secretarial and clerical
 - (5) Aids and paraprofessionals
 - (6) There shall be no more than three (3) administrators on the committee,

one (1) of which may be the superintendent of schools.

B. PROCEDURES

1. Classified personnel members of the committee shall be elected by a majority of classified personnel voting by secret ballot and conducted solely by classified personnel at the beginning of the school year and no later than mid-October.
2. Those elected to the personnel committee will serve for a term of two years. After two years three members will be allowed to rotate off. Two will remain to help with the knowledge of procedures of the personnel committee. (When electing new members, previous members may be nominated. If they accept the nomination and win the vote, they may serve again.)
3. At the first meeting of the school year the committee will elect a Chairperson, Vice-Chairperson, and a Secretary.
4. The committee will meet quarterly. Special meetings may be called as needed.
5. Minutes of the meeting will be promptly reported and posted in the worksites of the district including administrative offices.
6. The classified personnel committee and the certified personnel committee will meet together for discussion to set the school calendar.

VI. PERSONNEL EVALUATION PROCESS

A. STATEMENT OF PHILOSOPHY

The Valley Springs School District shares the philosophy of the Arkansas Department of Education that evaluation is a collaborative process and not simply an event. In the operation of the evaluation process and procedures, administrators, principals, department supervisors, and classified employees shall work together and cooperate with each other in an ongoing manner. This process must be positive and constructive and take place in an atmosphere of mutual trust, support, and respect. The district recognizes that each staff member is a unique individual, and this process recognizes the individual differences of each person and utilizes an approach that provides maximum opportunities for growth and improvement.

The Valley Springs School District, like the Arkansas Department of Education, also believes that evaluation shall facilitate and support system-wide change. Administrators, principals, department supervisors, and staff recognize and accept the fact that the successful implementation of this policy will require a willingness and commitment to make changes in the school and the district as a whole.

All non-certified personnel may be periodically evaluated.

No person shall be evaluated by any relative, by blood or marriage, including spouse, parent, child, grandparent, grandchild, sibling, aunt, uncle, niece, nephew, or first cousin.

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

B. PRIMARY PURPOSE OF THE EVALUATION SYSTEM

The purpose of the classified employee evaluation system is to promote the professional growth of all employees and administrators and to enhance the overall performance of the Valley Springs School District.

C. ENVIRONMENT

1. Develop and maintains an organized, orderly environment.
2. Take all necessary and reasonable precautions to protect students in your care, equipment, materials, and facilities.
3. Upholds and supports school rules and district conduct codes.
4. Treat all personnel and students with dignity and respect.

D. COMMUNICATION AND PROFESSIONAL RELATIONSHIPS

1. Uses effective communication with staff, supervisors, faculty, students, parents, and community.
2. Established and maintains cooperative professional relations.
 - a. Works cooperatively with others.
 - b. Accepts and provides constructive feedback.
 - c. Acknowledges the rights of others to hold differing views and values.
 - d. Builds positive relationships with students, parents, staff, administrators, and community.

E. POLICY AND PROCEDURE

1. Maintains records as required by law, district policy, and administrative regulations.
2. Attends and participates in staff and in-service meetings as required.
3. Abides by school district policies, building procedures, and state and federal laws.
4. Meets all contractual obligations.
5. Maintains confidentiality concerning information about students and the school community.

F. PROBATION

1. PURPOSE

The purpose of probation is to improve the performance of a staff member who has been identified by their supervisor as failing to meet competencies or expectations in a given time frame.

The intent of this process is positive. It may serve, however, as a basis for future employment decisions should performance fail to improve significantly within the time specified.

2. NOTIFICATION PROCEDURES

The employee will be notified in writing that he/she has been placed on a probationary period. The written notification will identify the specific expectations, which are not being met. This notification may occur at any time. This notification should be acknowledged and signed by both the employee and the supervisor and filed in the employee's personnel file.

Upon receipt of this notification, the employee has ten (10) working days to meet with the supervisor to initiate steps to rectify this action. The employee will have an opportunity to respond in writing to the written notification prior to the meeting with the supervisor and this response will be filed in the employee's personnel file. All appropriate due process procedures will be followed. (See VII.F.)

VII. SEPARATION AND PROCEDURES

The School Board may not non-renew the contract of or terminate a classified employee during the contract period for any cause, which is arbitrary, capricious, or discriminatory. Notice of recommendations for non-renewal or termination and procedures for carrying out such recommendations shall be in accordance with state law.

If a classified employee quits, refuses to perform their duties, or otherwise breaks or violates the terms of his/her employment contract, the Board may at its discretion revoke or suspend the employee for the remainder of the period of the broken contract.

A. NON-RENEWAL

Should the superintendent determine that he will recommend non-renewal of a classified employee, the superintendent will send by certified or registered mail to the employee's residence address, as reflected in personnel file, a statement of his recommendation of non-renewal to the employee. The letter of recommended non-renewal must be mailed to the employee by June 1, of the contract year. The notice of recommended non-renewal of an employee shall include a simple but complete statement of the reasons for such recommendation. An employee who receives such notice may file a written request with the School Board for a hearing. (Refer to VII. F)

B. SUSPENSION

Whenever a superintendent has reasons to believe that cause exists for the termination of a classified employee and that immediate suspension of the employee is necessary, the superintendent may suspend the employee without notice or a hearing. The superintendent shall notify the employee in writing within (2) two school days of the suspension. Such written notice shall include a simple but complete statement of the grounds for suspension, and shall state that a hearing before the Board of Directors is available to the employee upon request, provided such request is made in writing within the time provided in paragraph F.

Employee's salary shall cease as of the date the Board sustains the suspension. The superintendent will follow due process procedures immediately following suspension. (Refer to VII. F.)

C. TERMINATION

A classified employee may be terminated during the term of any contract period for any cause which is not arbitrary, capricious, or discriminatory. The superintendent shall notify the employee of the termination recommendation. Such notice shall include a simple but complete statement of the grounds for the recommendation of termination, and shall be sent by registered or certified mail to the employee at the employee's residence address as reflected in the employee's personnel file. Employee's salary shall cease as of the date the Board sustains termination. An employee who receives termination may file a written request with the School Board for a hearing. (Refer to VII. F)

D. RESIGNATIONS

A written notice of resignation shall be filed with the Superintendent of Schools (30) thirty days prior to the effective date of the resignation. Such notice may be waived under extenuating circumstances. Such notice tendered within (30) thirty days of the new school year should be a request for release.

E. 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. A RIF will be conducted when the need for a reduction in the work force exceeds the normal rate of attrition for that portion of the staff that is in excess of the needs of the district as determined by the superintendent.

Any reduction in force will be conducted by evaluating the needs and long and short-term goals of the school district in relation to the staffing of the district.

If a reduction in force becomes necessary, the RIF shall be conducted separately for each occupational category of classified personnel identified within the district on the basis of each employee's years of service. The employee within each occupational

category with the least years of experience will be laid off first. The employee with the most years of employment in the district as compared to other employees in the same category shall be laid off last. In the event that employees within a given occupational category have the same length of service to the district the one with the earlier hire date, based on date of board action, will prevail.

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

Total years of service to the district shall include non continuous years of service; in other words, and employee who left the district and returned later shall have the total years of service counted, from all period of full time 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 non-certified position. There is no right or implied right for any employee to “bump” or displace any other employee.

In the event the District is involved in an annexation or consolidation, employees from all the districts involved will be ranked according to years of service. 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 in reverse order of the layoff to any position for which he or she is qualified. Notice of vacancies to non-renewed employees shall be by certified mail and they shall have 10 working days from the date that the notification is received in which to accept the offer of a position. A lack of response or a non-renewed employee’s refusal of a position shall end the district’s obligation to replace the laid-off employee.

Should reductions in the number of classified personnel become necessary due to a loss of funding or enrollment, the basis of such reduction will include the following factors and employee will not be required to take a cut in pay:

Classification
Educational Training
Length of Service

Employees will be rated on the following scale:

	Possible
1. Qualified in field	20
2. Educational Training	20
3. Length of Service	30
(1 point for each year of service in the Valley Springs District up to 30 years)	

(Reduction shall be made beginning with the lowest scores until the necessary number is reached.)

F. TERMINATION AND NON-RENEWAL PROCEDURES

An employee who received a notice of recommended termination or non-renewal may file a written request with the School Board of the district for a hearing. Such written request for a hearing shall be sent by certified or registered mail to the president of the School Board, with a copy to the superintendent, or may be delivered in person to each of them by such employee, within thirty (30) days after the written notice of proposed termination or non-renewal is received by the employee. Upon receipt of such request for a hearing, the Board shall grant a hearing in accordance with the following provisions:

- a. The hearing shall take place not less than five (5) nor more than ten (10) days after the written request therefore has been served on the Board, except that the employee and Board may, in writing, agree to a postponement of the hearing to a later date.
- b. The hearing shall be private unless the employee or the Board shall request that the hearing be public.
- c. The employee and the Board may be represented by representative(s) of their choosing.
- d. It shall not be necessary that a full record of the proceedings at the hearing be made and preserved unless:
 - (1) The Board shall elect to make and preserve a record of the hearing at its own expense, in which event a copy thereof shall be furnished to the employee, upon request, without cost to the employee.
 - (2) A written request is filed with the Board by the employee at least twenty-four (24) hours prior to the time set for the hearing, in which event the Board shall make and preserve, at its own expense, transcript thereof to the employee without cost.

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

VIII. CONFLICT RESOLUTION

A. GRIEVANCE PROCEDURE (DUE PROCESS)

The Valley Springs School District, in an effort to provide a fair and formal procedure for employees to follow when there is a dispute, provides the following grievance procedure.

"Grievance" shall mean any claim or concern related to the interpretation, application, or claimed violation of the personnel policies, including salary schedules, federal or state laws and regulations, or terms or conditions of employment, raised by an individual employee of this school district. Other matters for which the means of resolution are provided or

foreclosed by statute or administrative procedures shall not be considered grievances. Specifically, no grievance may be entertained against a supervisor for directing, instructing, reprimanding, or “writing up” an employee under his/her supervision.* A group of employees who have the same grievance may file a group grievance.

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

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

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

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

Step 1

If an employee has a grievance against any member of the school staff, he or she shall first communicate orally the grievance to the employee's immediate supervisor. If the employee feels the grievance is resolved, the matter is considered closed.

Step 2

If the employee feels the grievance is still unresolved, he may submit a written complaint on a Level Two Grievance Form (located in the back of the handbook), to his/her immediate supervisor or principal within five (5) working days of the oral meeting. The immediate supervisor or principal has ten (10) working days to establish a hearing and five (5) working days to submit his/her decision in writing once the hearing has been held. (The 5-day requirement does not apply to back pay)

Step 3

Should an employee feel his/her problem has not been resolved, by Step 2, he/she may present the problem to the superintendent in written form (another copy of the Level Two-Grievance Form) within five (5) working days. Upon receipt of the complaint, the superintendent has five (5) working days to hold a hearing on the complaint. The superintendent has ten (10) working days from the date of the hearing to submit in writing his decision.

Step 4

If upon receipt of the superintendent's decision the employee still feels the problem is unresolved, the employee has five (5) working days to request a hearing in writing to the school board.** Upon receipt of the request, the School Board has thirty (30) calendar days to establish a hearing on the complaint. Once the hearing has been held, the School Board must submit within ten (10) working days its decision on the matter.

Participants involved will be in attendance at the meeting and the decision of the School Board shall be final.

There shall be no reprisals of any kind against any individual (or group) who exercises

his or her rights under this act.

Note:

*It is important to understand the implications of the language contained in this paragraph. Only matters specified in the first sentence of the paragraph are, in fact, grievable, but that cannot prohibit an employee from filing a grievance which the administration does not deem to be grievable and nonetheless advancing it through the grievance process. Ultimately, it is the board that determines whether or not the matter is actually grievable by comparing the written grievance to the definition of grievance in the grievance policy, and continuing on with the hearing only if the grievance is determined to be within the definition. This is addressed in the “Appeal to the Board of Directors” in Step 4.

**It is suggested that you date stamp the request for a board hearing upon receipt.

Legal Reference: ACA § 6-17-208, 210

B. CITIZEN COMPLAINT PROCEDURE

It is a goal of the Board and the District to be responsive to the community it serves and to continuously improve the educational program offered in its schools. The Board or the District welcomes constructive criticism when it is offered with the intent of improving the quality of the system’s educational program or the delivery of the District’s services.

The Board formulates and adopts policies to achieve the District’s vision and elects a Superintendent to implement its policies. The administrative functions of the District are delegated to the Superintendent who is responsible for the effective administration and supervision of the District. Individuals with complaints concerning personnel, curriculum, discipline, (including specific discipline policies), coaching, or the day to day management of the schools need to address those complaints according to the following sequence:

1. Teacher, coach, or other staff member against whom the complaint is directed
2. Principal or Supervisor
3. Superintendent

Other than in the few instances where statutorily allowed or required, student discipline and personnel matters may not be discussed in Board meetings. Individuals with complaints regarding such matters need to follow the sequence outlined above.

Unless authorized by the Board as a whole for a specific purpose, no individual Board member has any authority when acting alone. District constituents are reminded that the Board serves as jury in matters regarding student suspensions initiated by the Superintendent, expulsions, and personnel discipline.

IX. ACTIVITIES

A. INSERVICE EDUCATION

The School Board recognizes the importance of in-service education as a revitalizing factor, which promotes progress toward the established goals in this school system. Employees are encouraged to acquire additional educational training. The

administration and the staff will make a concerted effort to discover means of defining school problems and working toward solutions of these problems. The school board feels that the recognition and solution of such school problems provide the most effective means of in-service education. These may include staff meetings, workshops, consultant services, conferences, and attendance at professional meetings. The Valley Springs School District will comply with state regulations of required in-service and keep records for staff of in-service credit.

B. STAFF DEVELOPMENT POLICY

The District will be offering staff development days for its employees during the school year. Employees will be required to be on site, participating in district-planned staff development on days indicated, “required” on their contract unless otherwise approved by employee’s administrator.

Any day substituted for a staff development day must be pre-approved by the employee’s appropriate administrator.

Any employee requesting to attend a staff development other than those required by contract will be required to submit notification to their administrator with an agenda of the staff development to be attended for pre-approval if a contract day is to be used. The employee needs prior approval for re-imbursement of cost of staff development attended. Documentation of the training attended, and a summary of how this training will be used to improve the employee’s job performance will also need to be submitted to their administrator if a contract day is used.

C. PERSONNEL TUTORING

Consistent with board policy, the following rules relating to tutoring have been established:

1. No tutoring for which a classified employee receives a fee will be carried on in a school building without administrative approval.
2. Classified employees who accept outside tutoring engagements will make their own arrangements with the parents for the fees to be assessed.

D. SOLICITATIONS OF STAFF MEMBERS AND STUDENTS

Commercial solicitations of school employees or pupils during school hours by agents, solicitors, or salesmen are prohibited. However, individual classified employees may confer with them on business at times when they are not engaged in school duties, provided they have the approval of their administrators.

X. COMPENSATION AND RELATED BENEFITS

A. SALARY SCHEDULES AND REGULATIONS

1. Ark. Code Ann. 6-17-201 & A.C.A. § 6-17-2301 requires each school district to report annually their current personnel policies and/or updates, as approved by the district school board (showing date of approval), including current

salary schedules. The personnel policies including salary schedules must:

- a. Be signed by the president of the school board;
 - b. Recognize a minimum level of training and experience;
 - c. Reflect the actual pay practices of the district including all fringe benefits;
 - d. Have all salary increments for education and experience identified on the salary schedule;
2. The Valley Springs School District shall adopt a supplement to the salary schedule for those classified staff employed longer than the period covered by the salary schedule and for duties in addition to classified employees' regular job assignments.

The Valley Springs School District shall adopt a supplement to the salary schedule to cover all of the additional duties performed by classified staff at Valley Springs. If indexed, the indexed percentage should be listed. If not indexed, the supplement portion, which is in addition to the employee salary schedule amount, should be listed on the salary schedule.

There shall be no differential in salary allowed because of sex, marriage, or dependents.

3. At the beginning of each school year, the Board will classify employees for scheduling purposes. At that time they will be placed on the schedule at the levels warranted by their experience, training, position, and classification.
4. The Valley Springs School District will recruit and hire the most qualified classified personnel possible. Staff members hired will be given credit for years of experience in public school, private school, and colleges/universities when applicable. Burden of proof will rest upon the employee.
5. Educational courses taken within a classified personnel's assigned field will be counted toward the salary schedule. College hours taken by a staff member after being employed by the district for more than one year to improve job performance will also be counted if the administration requests the employee to take this action for the benefit of the school.
6. HB 2050, Section 1, Arkansas Code 6-17-2203 is amended to read as follows: 6-17-2203. Minimum salary.
- a. A full-time classified employee shall not receive an hourly rate of compensation less than six dollars twenty-five cents (\$6.25) per hour.
 - b. No classified employee's hourly rate of compensation shall be reduced as a result of this subchapter.
 - c. Beginning July 1, 2003 and each year thereafter, the minimum hourly rate provided for in this subchapter shall be increased by a percentage equal to the percentage increase of the consumer price index.
7. With approval of the superintendent, principals and department supervisors

may grant a shorter workday or adjust the work schedule without a change in salary.

8. Earned credits to move steps on the salary schedule will be applied at the beginning of each school year if submitted by July 1, and again at the beginning of the second semester if submitted after the July 1, deadline. Earned credits may also be added at the discretion of the superintendent with an addendum being added to the employees contract.
9. All assigned duties performed after the contract day will be paid in overtime pay or comp time.
10. A reassignment made during the life of the employee's contract to a position of more responsibility and duties will have the pay adjusted accordingly at that time.

B. SALARY SCHEDULE

Classified personnel will receive a copy of the salary schedule with their contracts. The schedule reflects the actual pay practices of the district including all fringe benefits and stipends. The salary schedule will be signed by the president of the school board.

C. DETERMINATION OF ADDITIONAL DUTIES

Once an additional duty has been approved by the Valley Springs School Board, the Superintendent and Principal with the aid of the individual classified staff member who would be involved with the activity (except where the individual is not at the time a part of the Valley Springs staff) will develop a job description for such activity.

The job description will then be submitted to the School Board for approval at which time the School Board will determine the amount of the stipend.

The Staff member's department supervisor and administrator shall be responsible for monitoring all additional duties throughout the school year to see that the duties are carried out. Should it be determined that the staff member has not carried out the additional duty as stated by the job description, the stipend will be withheld.

The amount of stipend will be determined following personnel policy.

D. METHOD OF PAYMENT FOR STIPENDS

All stipends will be added to the employees' remaining checks once the service or activity has begun, providing the duty has met the requirements stated in the job description.

E. MEAL REIMBURSEMENT

Only with a pre-approved overnight stay while performing duties, attending

workshops, or other employment-related functions, meal reimbursement will be paid to the employee at the rate of:

Breakfast not to exceed	\$ 6.00
Lunch not to exceed	\$ 8.00
Supper not to exceed	\$14.00

Receipts will be required for reimbursement.

F. ADDITIONAL COMPENSATION

1 “Double Dipping”

It is the policy of the Valley Springs School District to disallow employees of the district to be paid monies over and above their contract amounts during the regular school day without Board approval. The concept of "double dipping", (receiving additional monies for services rendered during normal working hours considered appropriate for that position), will not be allowed.

2. Overtime, Comp time, and Complying with FLSA

There will be instances where the district's needs necessitate an employee work overtime. It is the Board's desire to keep overtime worked to a minimum. To facilitate this, employees shall receive authorizations from their supervisor in advance of working overtime except in the rare instance when it is unforeseen and unavoidable. If overtime is required and approved by the administration the Valley Springs School District shall comply with those portions of the Fair Labor Standards Act that relate to the operation of public schools. The act requires that covered employees be compensated for all hours worked at greater than or equal to the applicable minimum wage for workweeks of greater than 40 hours at 1 ½ times their regular rate of pay either monetarily or through compensatory time.

Overtime compensation shall be computed on the basis of the hours worked in each week and may not be waived by either the employee or the District. Overtime compensation shall be paid on the next regular payday for the period in which the overtime was earned.

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

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

3. Professional Development

An employee who, with the approval of the school's administration, attends a professional development activity beyond the number of days of his/her contract shall be compensated at half his/her per diem amount up to ten consecutive days. Beginning on the eleventh day, approved staff development shall be compensated the full per diem amount.

Legal References: 29USC § 206(a), ACA § 6-17-2203
29USC § 207(a), 29 CFR § 778.100
29USC § 207(o), 29 CFR §§ 553.20 – 553.32
29USC § 778.106

G. CHECKS AND DEDUCTIONS

Classified staff may be paid either in ten or twelve installments. Checks will be issued on the 20th of each month. Should the 20th fall on a weekend or scheduled break, the checks will be issued on the last regular workday preceding the 20th.

Arrangements may be made with the bookkeeper to deduct the following items from a classified employees check:

1. Insurance (all kinds)
2. Professional Dues
3. Annuities

H. WORKERS' COMPENSATION

All employees are covered by workers' compensation. In case of injury, it is the school's or insurance company's responsibility to select the doctor or hospital to be used. Should the employee wish to change doctors or hospitals, change must be approved by the State Workers' Compensation Commission.

I. TEACHER RETIREMENT SYSTEM AND LIABILITY

All members of the classified personnel staff must belong to the Arkansas Teacher Retirement System. (Contributory or non-contributory)

All classified employees of the district are covered by Social Security. Voluntary participation in school accident, group hospital, and life insurance plans is available.

XI. LEAVES AND VACATIONS

A. ABSENCES

In case of absence from duty, the classified employee is to telephone their department head or administrator at the earliest possible time, preferably the day before the expected absence. The superintendent, principal, or department head should be notified on the day preceding the return to duty, if at all possible.

1. Selection of substitutes for temporary replacement of an absent employee will

- be made by the principal, department head, or appropriate personnel.
2. The employee should leave the needed supplies for the substitute when applicable.
3. The school secretary and department heads will complete a monthly report of classified personnel absences and transmit it to the superintendent's office.

B. SICK LEAVE POLICY

Sick leave covers sickness of any classified employee, the person or persons the employee is the legal guardian of, and close family members.

Eligibility

The Valley Springs School District will grant up to twelve (12) weeks of leave in accordance with the Family Medical Leave Act of 1993 (FMLA) to its employees who have been employed by the district for at least twelve (12) months and for 1250 hours of service during the twelve (12) month period of eligibility shall begin on the first duty day of the school year. Leave will be granted for one or more of the following reasons:

1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. In order to care for a close family member of the employee, if such family member has a serious health condition; and
4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

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

If both the husband and wife are employed by the district and entitled to leave as defined above, the District may, as determined by the needs of the District, limit their leave to a combined total of twelve (12) weeks when taken for reasons 1 or 2 listed above.

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

Excessive absenteeism, whatever the cause, to the extent that the employee is not carrying out his/her assigned duties to the degree that the education of students or the efficient operation of a school or the district is substantially adversely affected (at the determination of the principal or Superintendent) may result in dismissal or leave of absence without pay.

Notice by Employees

When the need for leave is foreseeable, the employee must provide the District with at

least thirty (30) days advance notice before the leave is to begin. If thirty (30) days is not practicable, such as because of a lack of knowledge of approximately when the leave will be required to begin, notice must be given as soon as practicable. As soon as practicable means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case.

When the approximate timing of the need for leave is not foreseeable, an employee shall provide the District notice of the need for leave as soon as practicable given the facts and circumstances of the particular case. Notice may be provided in person, by telephone, or fax.

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

Health Insurance Coverage

If the employee has insurance through the District health plan the District shall maintain coverage under any group health plan for the duration of FMLA leave the employee takes at the level and under the conditions coverage would have been provided if the employee had continued in active employment with the District. The employee remains responsible for any portion of premium payments customarily paid by the employee. When on unpaid FMLA leave, it is the employee's responsibility, to submit their portion of the cost of the group health plan coverage to the District business office on or before it would be made by payroll deduction.

If an employee gives unequivocal notice of intent not to return to work, or the employment relations would have terminated if the employee had not taken FMLA leave the district's obligation to maintain health benefits ceases.

If the employee fails to return from leave after the period of leave to which the employee was entitled has expired, the District may recover the premiums it paid to maintain health care coverage unless:

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

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

Reporting Requirements During Leave

Employees shall inform the District every two weeks during FMLA leave of their current status and intent to return to work.

Return to Work

An employee who has taken FMLA leave under reason 4 stated above shall provide

the District with certification from a health care provider that the employee is able to resume work.

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

In the even that an employee is unable or fails to return to work, the Superintendent will make a determination at that time regarding the documented need for a severance of the employee's contract due to the inability of the employee to fulfill the responsibilities and requirement of their contract.

Intermittent Leave

The District will honor employee requests for intermittent leave as prescribed by the FMLA and that are in the best interests of the District.

Policy

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

Legal References: 29 USC 2601 et seq.
29 CFR 825-100 et seq.

1. Computation of days of sick leave:

- a. Sick leave shall accumulate at the rate of one day per contract month minus the number of days used.
- b. Sick leave may be accumulated to a maximum of 120 days.
- c. Sick leave is effective on the date the employee is required to report for the beginning of the school year.
- d. Classified employees coming into the system during the academic school year will automatically have accumulated sick leave at the rate of one day for each contract month remaining in the academic year. Accumulated sick leave from previous states cannot be transferred.
- e. The Valley Springs School District will pay for a classified employee's unused sick leave in the following manner:
 - (1). Upon an employee's retirement from the Valley Springs School District, the school will pay for up to 120 days of unused sick leave at the rate of \$50 per day.
 - (2). At the end of each year, all classified employees who have

accumulated more than 120 days of sick leave will be paid for their unused sick leave above 120 days at the rate of \$50 per day.

- (3). Classified employees who transfer sick leave from another school district must have worked in the Valley Springs School District for eight (8) years before transferred sick leave will be counted at retirement.
- (4). Classified employees with less than eight (8) years experience in the Valley Springs School District will only be allowed to count the sick leave accrued in the Valley Springs School District at retirement.

2. A classified staff's salary shall continue during authorized sick leave under this policy.

Legal References: A.C.A. § 6-17-1202
A.C.A. § 6-17-1301 et seq.

C. DONATION OF SICK DAYS

1. Donation of sick days may be granted upon request by classified employees and approved by the employee's department supervisor or principal and superintendent.
2. Donated sick leave is not a sick leave "pool", rather a voluntary gift from one employee with accumulated days of sick leave to another employee who has exhausted his or her accumulated sick leave days.
3. The process will involve a lateral transfer of a designated number of sick leave days between classified personnel and certified personnel as decided by the giver. The given days would not go into a pool to be accessed by any other employee. The intent of this policy is to allow employees to help their fellow employees in times of need.
4. Any employee has the right to request additional sick days when all their days have been exhausted, if other employees are willing to donate days to them. No employee shall receive more than 120 days, at one time, of donated sick leave during his or her time of employment with the Valley Springs School District.

D. PERSONAL LEAVE

Personal leave: Time away from school to be used for personal matters that cannot normally be conducted after the regular school day (for maximum days per year see #6 below).

1. Personal days shall be used for personal matters that cannot normally be conducted after the regular school day.
2. In keeping with all the provisions of this section, two (2) days (or fraction thereof) of personal leave per year shall be granted to a full-time employee

when he/she presents a request in writing on the appropriate form. Except in case of emergency, the request must be submitted two days prior to the day of absence and signed by the principal/supervisor or Superintendent.

3. Personal days shall not be used on the day preceding or following a vacation or holiday unless approved by the Superintendent.
4. Personal leave shall not be used during the first and last five (5) school days of the school year, unless approved by the Superintendent.
5. Unused personal leave days are not accumulative as personal days but may be accumulated and carried over as accumulated sick days.
6. In order to reward employees who do not use their sick days, they will be allowed to use some of their accumulated sick days as personal days, using the chart below:

Accrued sick days	Personal Days Allowed
0-11 days	2
12-23 days	3
24-35 days	4
36-↑	5

The first 2 personal days are given each year in addition to the 10 sick days. Any personal days used after those will be deducted from the employee's accumulated amount of sick days. For the purposes of this policy, the number of accrued sick days will be set at the beginning of the school's fiscal year (July 1).

E. MILITARY LEAVE

The Valley Springs Schools will approve, at the discretion of the supervising administrator, the leave of a classified employee for the attendance at the graduation, deployment, or return from active duty of an immediate family member of the employee. Such leave will not be deducted from sick or personal leave.

F. BEREAVEMENT

1. Death in Family

- a. An employee of the Valley Springs School may request five (5) days leave of absence without loss of salary for the death of any member of the immediate family. Such request shall be approved by the administration. If more than one immediate family member dies during a single school year, the days would be available for each case. Any additional days required shall be deducted from the employees sick leave or personal days.
- b. Two (2) days may be requested for the death of an extended family member. Any additional days required shall be deducted from the employee's accumulated sick leave or personal days.

2. Definition of immediate/extended family

- a. IMMEDIATE FAMILY: Husband, wife, child, father, mother, brother, sister, grandchild, or any other person living in the same household.
 - b. EXTENDED FAMILY: mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, aunt, uncle, niece, nephew, cousin.
3. Death of a relative or friend
- Bereavement leave of one day may be granted, when properly requested, due to the death of persons other than the immediate family.
- Leave arrangements may be made, when properly requested, for staff that is performing official duties in a funeral ceremony. Any employee called upon to serve at a funeral as a minister, musician, pall bearer, or any other official capacity, will be given the necessary time to perform the official duty with no loss of pay if funeral related services are provided by the employee without monetary reimbursement.
4. Leave may not be accumulated
- a. Bereavement leave may not be accumulated from one year to the next. In any given case, the superintendent may be requested to consider some particular circumstance that does not fit any of the definitions described above

G. LEAVE OF ABSENCE WITHOUT PAY

Leave of absence without pay may be granted if it becomes necessary for an employee to be absent for a period of time which, in the judgment of the superintendent, would be detrimental. The superintendent shall recommend to the school board that a leave of absence be granted to such employee for up to one year. A temporary leave of absence without pay for a short period of time for a classified employee may be granted by the employee's Administrative Supervisor and/or Superintendent as is deemed necessary.

H. PROFESSIONAL LEAVE AND ABSENCES

The Board of Education shall encourage employees to actively participate in meetings of local, state, and national organizations.

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

Applications for professional leave should be made as soon as possible following the employee's discerning a need for such leave, but, in any case, no less than 48 hours before the requested leave is to begin, if possible.

1. Eligibility to attend meetings of national professional organizations shall be based upon professional interest and leadership in positions of local and state affiliation.
2. Permission to attend professional meetings of this type shall be subject to approval by the principal and/or the superintendent.
3. Employees shall be reimbursed and/or travel expenses incurred while performing duties or attending workshops or other employment-related functions, provided that prior approval for the activity for which the employee seeks reimbursement has been received from the Superintendent, principal (or other immediate supervision with the authority to make school approvals), or the appropriate designee of the Superintendent.

Reimbursement claims must be made on forms provided by the District and must be supported by appropriate, original receipts. Copies of receipts or other documentation are not acceptable, unless accompanied by an invoice. Meals will only be reimbursed if there is an overnight stay. Reimbursement for gas if your vehicle is used to attend the professional meeting is 38 cents per mile.

I. JURY DUTY OR COURT APPEARANCE LEAVE

Jury duty or court appearance shall be defined as any duty for which a subpoena is issued by a federal, state or local court. Any classified personnel subpoenaed for jury duty or court appearance which prevents the accomplishment of regularly assigned responsibilities shall be entitled to a temporary leave of absence without loss of pay or leave benefits. The district will pay the employee full salary provided that said employee agrees to return to the district all pay received for such jury, less receipted parking and lunch expenses not to exceed \$7.00.

The employee must present the original summons to jury duty to his supervisor in order to confirm the reason for the requested absence. A copy will be made for the employee's absence file.

Legal Reference: A.C.A. § 16-31-106

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

The Board of Education of the Valley Springs School District shall grant any contractual classified employee of the district, leave at full pay for absence due to personal injury caused by either an assault or other criminal act committed against the classified employee in the course of his or her employment.

The leave shall not exceed one (1) year from the date of injury and shall not be charged to the sick leave of the classified employee.

The verification of employee's status as far as being on duty during the time of the

incident shall be verified by the principal and the superintendent in writing to the board.

The assault or criminal act must be verified by the proper authority, i.e., police, etc.

The employee must present a statement from a medical doctor as to the condition of the employee's ability to work during this period of time. The school board may request the employee be examined by a medical doctor of the board's choosing to verify work ability. If there is a disagreement between the employee's doctor and the board's doctor, a third opinion shall be requested from someone that both the employee and the board agree upon, and the opinion from the agreed upon doctor shall be the decision from which the board and the employee shall abide.

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 policy.

K. LONG TERM LEAVES

Leave of absence without pay up to one school year in length may be approved by the superintendent when requested by an employee in writing. The decision will be based on the reason, the availability of replacements, and the length of service given by the employee. The leave must be approved by the board. Reasons for leaves may include the following:

1. Maternity and/or adoption of a child under the age of (5) five
2. Sabbatical
3. Military
4. Health and Hardship
5. Professional

Employees are eligible for sick leave benefits only during the period of actual medical confinement as evidenced by a statement from the attending physician. Absence other than the period of medical confinement will be treated as a leave of absence and must be approved by the superintendent.

L. VACATION FOR CLASSIFIED PERSONNEL ON TWELVE-MONTH CONTRACT

All classified personnel working on a twelve-month contract are entitled to two weeks a year of vacation with pay following the first complete year of employment.

All vacation of such employees must be taken in the months of June or July.

All vacations must be approved by the superintendent, and all other absences from available duty during the summer months, including special educational leave, are to be approved by the Superintendent .

M. PUBLIC OFFICE – NON-CERTIFIED PERSONNEL

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

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

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

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

Note: Salary Deduction:

- a. Leaves and/or absences by a classified employee, not authorized or covered under the above provisions, will be at the discretion of the superintendent and/or board.
- b. In order to properly administer the leave policy of the Valley Springs School, absence forms are available in the principal's office and the superintendent's office. All absences must be accounted for before your regular paycheck can be received or your substitute paid.
- c. If a classified employee is not present and has not notified the administration office, that employee will be charged personal leave. If there are no personal days left, it will be a deduction in pay.