

**1. Classified Staff.**

(a) The terms non-certified and classified are used interchangeably in this appendix due to differences in previous laws but have the same meaning. The Board recognizes that classified staff members contribute greatly to the effective operations of this school district. The Board desires that the relationship between the certified staff and the classified staff be that of partners working together for a better school. The board will strive to provide a working environment for all staff that will contribute to efficient job performance.

(b) The school district shall have a committee on personnel policies which consists of at least one (1) non-management representative from each of the following five (5) classifications:

- I. Maintenance and operation;
- II. Transportation;
- III. Food service
- IV. Secretarial and clerical; and
- V. Aides and paraprofessionals

Any classification of support personnel not identified in the above classifications may be added as an additional classification.

(c) There will be no more than three (3) administrators on the committee, one of which may be the superintendent .

(d) The classified personnel members of the committee on personnel shall be elected by a majority of the classified personnel voting by secret ballot by mid-October of each year. The committee will elect a chairman and secretary, and develop a calendar of meetings for the year to review the district's personnel policies to determine if additional policies or amendments to existing policies are needed.

(e) The personnel policies of the 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 the contract and shall be binding upon both parties unless changed by mutual consent.

(f) Any amendments to personnel policies adopted during the term of such contract shall become effective the following July 1. However, these amendments may take place immediately with mutual consent.

(g) Either the committee or the board of directors may propose new personnel policies or amendments to existing policies, if the proposals by the board have been submitted to the committee at least ten (10) working days prior to presentation to the board.

(h) After presentation to the board, final action shall be taken no later than the next regular board meeting.

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

## 2. Equal Opportunity Employment

No person in the school district shall, on the basis of race, color, creed, religion, sex, handicap, national origin or similar personal distinction be denied the benefits of, or be subjected to discrimination in regard to employment, retention, promotion, transfer or dismissal in any program or activity which is under the jurisdiction of the Board.

## 3. General Requirements for Employment

(a) All perspective employees must file an application on the approved form, available in the Superintendent's office, giving all pertinent data regarding personal and professional qualifications to include references. Upon employment the application and references become a part of the individual's permanent record on file in the bookkeeper's office.

(b) Classified employee is defined as any person employed by the school district under a written annual contract that is not required to have a teaching certificate as a condition of employment.

(c) Full time employee is defined as any employee who is contracted to work at least twenty hours per week. A probationary employee is defined as not having completed one full year of employment in the district.

(d) During in processing the following forms, credentials or certificates shall be provided to the District as required by the job description.

1. W-4 Form
2. Health Certificate w/TB Tine Test.
3. Retirement Forms
4. Insurance Forms
5. Bus Driver—Physical (every two years)
6. Bus Driver—Commercial Driver's License (CDL)
7. Current Mailing Address and Telephone Number

## 4. Criminal Background Checks

Act 1314 of 1997 requires a criminal background check when non-certified personnel apply to a new school district. The Act allows schools to conduct background checks on current employees also. The District will pay for criminal background checks for non-certified employees.

## 5. Contracts

Each classified employee shall annually signify, in writing, his or her desire for re-employment. Renewal of all classified employees shall be considered at the April meeting of the board of Education. All classified employees shall be employed by written contract on a one-year basis. A full time classified employee shall not receive an hourly rate of compensation less than six dollars twenty five cents (\$6.25) per hour. 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.

6. Termination or Non-Renewal- Notice

In accordance with ACA 6-17-1703,

- (a) The superintendent of a school district may recommend termination of an employee during the term of any contract or the renewal of a full-time non-probationary employee's contract provided that he gives notice in writing, personally delivered, or by letter posted by registered or certified mail to the employee's residence address as reflected in the employee's personnel file.
- (b) The recommendation of nonrenewal of a full-time non-probationary employee's contract shall be made no later than thirty (3) calendar days prior to the beginning of the employee's next contract period.
- (c) Such written notice shall include a statement of the reasons for the proposed termination or nonrenewal.
- (d) The notice shall further state that an employee being recommended for termination or a full-time non-probationary employee being recommended for nonrenewal is entitled to a hearing before the school board upon request provided that the request is made in writing to the superintendent with twenty-five (25) calendar days from receipt of the notice.
- (e) It is the public policy of the State of Arkansas that employees, as defined in this subchapter, shall not be considered "at will" employees with regard to the termination of their employment, notwithstanding any contractual provisions to the contrary.

7. Accredited Leave

Leave is defined as an absence with full pay for one's duties. One day of leave is equal to the number of hours worked daily in the respective position. (A day of leave is equal to one day of work for that particular position or job.) Leave may be taken in easily defined increments. Increments are measured either in hours, periods, or routes depending on the job. Leave increments will be explained to all new employees.

- (a) Sick Leave: A.C.A. Subchapter 6-17-1300. The Board of Education shall grant to every classified employee sick leave, with pay, at a rate of one (1) day per month or major portion thereof that the employee is contracted. Employees shall be entitled to take sick leave for personal injury, illness, pregnancy, or the injury or illness of someone in the immediate family. (Immediate family shall be defined as spouse, child, parents, siblings, grandparents, grandchildren, and corresponding in-laws.) Sick leave can be accumulated to a maximum of 90 days. A school employee may transfer up to 90 days when employed by another district.

- (b) Personal Leave: Each employee will be entitled to two (2) days of personal leave annually for business affairs that require the personal attention of the staff member. Employees may use personal leave for sick leave only after all sick leave has been used.
- (c) Bereavement Leave: Bereavement leave will be granted up to three days each year for each death in the employee's immediate family (see above). One of the days can be used for someone not in the immediate family. This leave can be taken in ¼ day. Bereavement leave is not cumulative.
- (d) Military Leave: Military leave will be granted at the minimum rate and condition set by law. (Act 586, 1989)
- (e) Vacations: All employees on a twelve (12) month contract earn vacation at a rate of ten (10) days annually. Such vacation shall not be allowed during the time that school is in session, unless approved by the Board.
- (f) Jury Duty: Jury duty shall be defined as any duty for which a subpoena is issued by a Federal, State, or Local Court. Any employee subpoenaed for duty shall be entitled to a temporary leave of absence without loss of pay or leave benefits.
- (g) Leave for Bone Marrow or Organ Donation: In accordance with Act 546 of 2003 a school employee is entitled to no more than seven (7) days for bone marrow donation and no more than thirty (30) days for organ donation, without loss or reduction to other types of leave.