

**CROSSETT SCHOOL DISTRICT #52**

**CLASSIFIED**

**EMPLOYEES**

**PERSONNEL**

**POLICY**

**MANUAL**

**"Working Together for Excellence"**

**Approved by the Crossett Board of Education March 10, 2011**

## Section 8 - NONCERTIFIED PERSONNEL POLICIES

### TABLE OF CONTENTS

#### **POLICIES LISTED BY NUMBER**

8.1 - NONCERTIFIED PERSONNEL SALARY SCHEDULE .....	61-64
8.2 - NONCERTIFIED PERSONNEL EVALUATIONS AND FORM.....	33-34
8.3 - EVALUATION OF NONCERTIFIED PERSONNEL BY RELATIVES .....	35
8.4 - NONCERTIFIED EMPLOYEES DRUG TESTING.....	29-31
8.5 - NONCERTIFIED EMPLOYEES SICK LEAVE .....	17
8.7 - NONCERTIFIED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE.....	16-17
8.8 - NONCERTIFIED PERSONNEL RESPONSIBILITIES IN DEALING WITH SEX OFFENDERS ON CAMPUS .....	66
8.9 - PUBLIC OFFICE - NONCERTIFIED PERSONNEL.....	56
8.10 - JURY DUTY - NONCERTIFIED PERSONNEL.....	14
8.12 - NONCERTIFIED PERSONEL OUTSIDE EMPLOYMENT .....	32
8.13 - NONCERTIFIED PERSONNEL EMPLOYMENT.....	32
8.14 - NONCERTIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES .....	58
8.15 - NONCERTIFIED PERSONNEL TOBACCO USE .....	68
8.16 - DRESS OF NONCERTIFIED EMPLOYEES.....	25
8.17 - NONCERTIFIED PERSONNEL POLITICAL ACTIVITY.....	56
8.18 - NONCERTIFIED PERSONNEL DEBTS .....	25
8.19 - NONCERTIFIED PERSONNEL GRIEVANCES AND FORMS.....	44-47
8.20 - NONCERTIFIED PERSONNEL SEXUAL HARASSMENT.....	67
8.21 - NONCERTIFIED PERSONNEL SUPERVISION OF STUDENTS.....	68
8.22 - NONCERTIFIED PERSONNEL COMPUTER USE POLICY.....	24
8.22F - NONCERTIFIED PERSONNEL INTERNET USE AGREEMENT .....	49-50
8.23 - NONCERTIFIED PERSONNEL FAMILY MEDICAL LEAVE AND FORM.....	36-43
8.24 - SCHOOL BUS DRIVER'S USE OF CELL PHONES.....	23
8.25 - NONCERTIFIED PERSONNEL CELL PHONE USE.....	23
8.26 - NONCERTIFIED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING.....	21-22
8.27 - NONCERTIFIED PERSONNEL LEAVE - INJURY FROM ASSAULT.....	15
8.28 - DRUG FREE WORKPLACE - NONCERTIFIED PERSONNEL .....	27
8.28F - DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT .....	28
8.29 - NONCERTIFIED PERSONNEL VIDEO SURVEILLANCE .....	71
8.30 - NONCERTIFIED PERSONNEL REDUCTION IN FORCE.....	57
8.31 - NONCERTIFIED PERSONNEL TERMINATION AND NON-RENEWAL .....	54 & 68
8.32 - NONCERTIFIED PERSONNEL ASSIGNMENTS.....	21
8.33 - NONCERTIFIED PERSONNEL SCHOOL CALENDAR.....	65
8.34 - NONCERTIFIED PERSONNEL WHO ARE MANDATORY REPORTERS DUTY TO REPORT CHILD ABUSE, MALTREATMENT OR NEGLECT.....	24
8.35 - RELEASE OF STUDENT'S FREE & REDUCED PRICE MEAL ELIGIBILITY INFORMATION.....	72
8.36 - NON-CERTIFIED PERSONNEL WORKPLACE INJURIES & WORKERS COMPENSATION.....	73
8.37- CLASSIFIED PERSONNEL SOCIAL NETWORKING AND ETHICS.....	74
8.38-NONCERTIFIED PERSONNEL VACATIONS.....	76
8.39-DEPOSITING COLLECTED FUNDS.....	77
CLASSIFIED EVALUATIONS.....	

#### **POLICIES LISTED IN ALPHABETICAL ORDER**

Classified Personnel Policy Provision Statement.....	6
Classified Personnel Policy Committee Goals.....	6
Classified Personnel Policy Committee Origin.....	7
Classified Personnel Policy Committee Selection Procedure & Act to Establish.....	8

Classified Personnel District Benefits .....9

Benefits Policy.....10

**Contractual Benefits**.....11

    Holidays.....11

    Vacations.....11

**Leave Benefits** ..... 12

    Authorized Leave.....12

    Bereavement Leave Policy & Form.....12-13

    Employee Shared Sick Leave.....14

    Husband/Wife Sick Leave Sharing Policy.....14

    Jury Duty.....14

    Military Leave.....15

    Personal Injury from Assault or Other Violent Criminal Act Leave of Absence.....15

    Personal Leave.....16

    Professional Leave.....17

    Sick Leave .....17

**Legal Benefits**.....18

    Medicare.....18

    Social Security.....18

    Unemployment Compensation.....18

    Workman’s Compensation.....18

**Occupational Benefits**.....19

    Business Trip Accidental Death Coverage.....19

    Liability Coverage.....19

    State Retirement.....19

    Teacher Retirement.....19

**Participatory Benefits**.....20

    Annuities & IRA’s.....20

    Flexible Spending Accounts.....20

    Insurance Plans.....20

    Section 125 Cafeteria Plan.....20

Assignment of Personnel - 8.32.....21

Bullying Policy - 8.26 .....21-22

Bus Driver Physical Policy .....23

Cell Phone Use - Employee - 8.25.....23

Cell Phone Use - School Bus Drivers - 8.24.....23

Child Abuse Reporting - 8.34.....24

Computer Use Policy - 8.22.....24

Debt Payment - 8.18.....25

Definition of Classified Personnel.....25

Dress of Employees - 8.16 .....25

Drug Free Workplace Policy - 8.28.....26-27

Drug Free Workplace Policy Acknowledgement - 8.28F.....28

Drug Testing - 8.4 .....29-31

Employment - 8.13 .....32

Employment Outside of District - 8.12 .....32

Equal Opportunity Employment Statement.....32

Evaluation and Form - 8.2 .....33-34

Evaluation of Classified Personnel by Relatives - 8.13 .....35

Fair Hearing Act for Classified Employees.....74

FMLA and Form - 8.23 .....36-43

Grievances and Form - 8.19 .....44-47

Hiring Policy.....48

Internet Use Agreement - 8.22F .....49-50

Injury from Assault - 8.27 .....15

Job Classifications & Job Detail Form.....51-52

Jury Duty - 8.10 .....14

Longevity Benefit Stipend Policy.....53

Paraprofessional - Requirements .....54

Payment for Unused Sick Leave - Annual, Retiring/Resigning.....55

Personal and Professional Leave - 8.7 .....16-17

Policies Listed by Number .....5

Political Activity - 8.17 .....56

Public Office - 8.9 .....56

Reduction in Force - 8.30 .....57

Reimbursement of Travel Expenses - 8.14 .....58

Release of Student’s Free & Reduced Price Meal Eligibility Information - 8.35.....78

Renewal of Contracts.....58

Reprimand & Dismissal Policy & Forms.....59-60

Salary Schedules - 8.1 .....61-64

School Calendar - 8.33 .....65

Sex Offenders on Campus - 8.8 .....66

Sexual Harassment - 8.20 .....67

Sick Leave - 8.5 .....17

Supervision of Students - 8.21 .....68

T-Drop Participants Option.....54

Termination and Non-Renewal - 8.31 .....54 & 68

Tobacco Use - 8.15 .....68

Transfer and/or Reassignment Policy.....68

Tuition for College Credits .....69

Tuition for College Credits Contract Form.....70

Video Surveillance of Non-Certified Personnel - 8.29.....71

Release of Students Free and Reduced Price Meal Eligibly Information – 8.35.....72

Workplace Injuries & Worker’s Compensation for Non-Certified Personnel - 8.36.....73

## **CLASSIFIED PERSONNEL POLICY PROVISION STATEMENT**

The Classified Personnel Policy Manual will be available to all employees on the District web site, [crosssettschools.org](http://crosssettschools.org). Upon request in writing, classified employees will be given a paper copy of the Classified Personnel Policies Manual. Each classified employee shall be notified when a policy has been added or revised within thirty (30) days after the approval of such amendments by the Board of Directors. New employees will be given the web site information concerning where they can access the Classified Personnel Policy Manual.

### **GOALS OF CLASSIFIED PERSONNEL POLICIES**

If classified personnel are to fulfill their auxiliary and service roles in a meaningful and efficient manner, the following goals of this school district policy must be substantially attained.

1. The school district shall endeavor to employ the best personnel available and to utilize their abilities to best advantage.
2. Efforts will be made to provide an atmosphere conducive to good performance and high morale.
3. Opportunities and incentives will be provided which will enable personnel to improve job skills and competence.
4. Insofar as possible, classified personnel will be involved in decisions and plans which directly affect them.
5. The processes of evaluation for the improvement of performance will be objective and on-going.

Date Adopted: May 10, 1993

## ORIGIN OF CLASSIFIED PERSONNEL POLICY

The Classified Personnel Policy Committee compiled the first Classified Personnel Policy for the Crossett School District during the 1992-1993 school year. The Classified Personnel Policy Committee consisted of the following persons: Kathy Jenkins, Chairman, LeAnn Culbreath, Secretary, Superintendent Barbara Gates, Damon Dean, Phillip Kelley, Sue Green, Billie Martin, Janice Riles, and Rosie Jones. This policy was approved by the Crossett Board of Education in the Spring of 1993.

The Classified Personnel Committee decided on February 24, 2000 to appoint a sub-committee to revise and make any additions and corrections to the existing policy. The sub-committee appointed consisted of the following persons: Kathy Jenkins, Jenny Allen, Pat Kelley, Wanda Harris, and Damon Dean.

The representatives of the current Classified Personnel Policy Committee as elected in September, 2008, are as follows: **Secretarial / Clerical** – Sheila Huntsman; **Maintenance / Operation** - Wayne Jordan; **Transportation** – Shirley Scott (Vice-Chairperson); **Food Service** – Jo Taunton; **Aides / Paraprofessionals** – Diana Matheney; **At-Large Representatives** - Jenny Allen, Kathy Jenkins (Chairperson), Lynne Mills (Secretary), Nancy Jones, **Food Service Director** - Cheryl Cooper; and **Superintendent** - Janice Warren.

There are three sub-committees and the members are: **Salary and Fringe Benefits Sub-Committee** – Kathy Jenkins, Jenny Allen, Sheila Huntsman, Diana Matheney, Food Service Director, Cheryl Cooper, Business Manager, and Superintendent Janice Warren.

**Classified Employee of the Year Sub-Committee** - Shirley Scott, Jo Taunton, and Nancy Jones.

**Policy Development and Review Sub-Committee** - Kathy Jenkins, Jenny Allen, Diana Matheney, Lynne Mills, Wayne Jordan, and Superintendent Janice Warren.

Date Adopted: May 10, 1993

Last updated: September 17, 2008

# CLASSIFIED PERSONNEL POLICY COMMITTEE SELECTION PROCEDURES & ACT TO ESTABLISH

## An Act to Establish an Employee Personnel Policy Law for Classified Employees in the Public School of Arkansas

- Section 1.** (a) 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.
- (b) For the purposes of this act there shall be five (5) classifications of classified personnel as provided for in Section 3 of this subchapter.
- (c) For purposes of this act, a classified employee shall be an employee of a public school who is not required to hold a teaching license issued by the State Board of Education.
- Section 2.** The provisions of this act shall not apply if the district chooses to officially recognize in its policies an organization representing the majority of the classified personnel of the district for the purposes of negotiating personnel policies, salaries, and educational matters of mutual concern under a written policy agreement.
- Section 3.** (a) (1) 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:
- (A) Maintenance and operation;
  - (B) Transportation;
  - (C) Food Service;
  - (D) Secretarial and Clerical; and
  - (E) Aides and Paraprofessionals.
- (2) Any classification of support personnel not identified in the five (5) classifications may be added as an additional representative.
- (b) There shall be no more than three (3) administrators on the committee, one (1) of which may be the superintendent of schools.
- (c) The classified personnel members of the committee on personal shall be elected by a majority of the classified personnel voting by secret ballot.
- (d) The election shall be solely and exclusively conducted by the classified personnel including distribution of ballots to all classified personnel.
- (e) The election shall be conducted by mid-October.
- Section 4.** (a) 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.
- (b) 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.
- Section 5.** (a) The school district's committee on the personnel policies for classified personnel shall organize itself in October, elect a chairman and secretary, and develop a calendar of meetings throughout the year to review the district's personnel policies to determine if additional policies or amendments to existing policies are needed.
- (b) Minutes of the committee meeting shall be promptly reported and distributed to members of the board and posted in the worksites of the district including administrative offices.
- (c) 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.
- (d) The committee shall present its proposed policies or amendments to existing policies to the board of directors.
- (e) After presentation to the board, final action shall be taken no later than the next regular board meeting.
- (f) The board of directors shall have the authority to adopt, reject, or refer back 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.
- Section 6.** (a) Each classified employee being employed by a school district for the first time shall be given a copy of the district's personnel policies in effect at the time of his or her employment.
- (b) Each classified employee or administrator who was employed before the adoption of this policy shall be given a copy of the district's personnel policies at the time his or her contract is renewed or extended.
- (c) Each classified employee or administrator shall be furnished a copy of any amendments to the personnel policies within thirty (30) days after approval of the amendments by the board of directors of the district.

Date Adopted: March 8, 1999

## **CLASSIFIED PERSONNEL DISTRICT BENEFITS**

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

1. \$28/month insurance benefit applicable to medical, life or cancer insurance
2. \$100 retirement bonus
3. ½ sub pay/day for unused sick leave in excess of 90 days, up to 10 days per employee at the end of the year
4. ½ sub pay/day for unused accumulated sick and/or vacation upon retirement or resignation (after 25 years with the district)
5. One sick leave day per calendar month worked and one district paid personal day earned a year with a limit of five
6. Fourteen percent (14%) of earnings contributed to Teacher Retirement on behalf of the Employee

Date Adopted: April 10, 2006

## **CLASSIFIED PERSONNEL BENEFITS POLICY**

Benefits provided by the Crossett School District shall be established by policy and provided on an equal and fair basis to all classified employees, within the guidelines established for any particular benefit. Certain benefits initiated or mandated by Federal or State law shall be governed and administered according to requirements set forth by such law. Any benefits provided by district policy shall be administered and maintained without discrimination to employees for whom they are established.

Classified personnel shall be notified appropriately of any changes in a benefit's policy, procedure, or guidelines when those changes affect the employee's level of compensation or the quality of the benefit received. Benefits shall be categorized as:

### Contractual

- Holidays
- Vacations

### Leave

- Authorized Leave
- Bereavement Leave
- Family & Medical Leave
- Husband/Wife Sick Leave Sharing
- Jury Duty Leave
- Leave of Absence
- Leave of Absence for Personal Injury from Assault or Other Violent Criminal Act
- Military Leave
- Personal Leave
- Sick Leave

### Legal

- Medicare
- Social Security
- Unemployment Compensation
- Workman's Compensation

### Occupational

- Business Trip Accidental Death Coverage
- Liability Coverage
- State Retirement
- Teacher Retirement

### Participatory

- Annuities and IRA's
- Flexible Spending Accounts
- Insurance Plans
- Section 125 Cafeteria Plan

Date Adopted: May 10, 1993

## **CONTRACTUAL BENEFITS**

**CONTRACTUAL:** Benefits related to contract assignments, usually due to the nature of the contract such as length of the contract or employee classification.

They include: Vacation Time and Paid Holidays.

Date Adopted: May 10, 1993

## **HOLIDAYS**

Classified employees shall be entitled to scheduled holidays according to the employee's contract calendar. The contract will specify non-scheduled work days (noted with an "N" on the calendar). It will be at the sole option of the employee to work or not if called out on a non-scheduled work day. No reprimand or repercussions will occur should the employee decide not to work on a non-scheduled work day.

Date Revised: April 10, 2006

## **VACATIONS**

Classified employees who are contracted for twelve (12) months shall be given, included in the twelve (12) month contract, two (2) weeks (10 working days) of paid vacation time. Vacation shall be paid days off during the (12) twelve month contracted period, and may be carried over and used in the next contract year, but not beyond December 31st of the next contract year. Any days carried over must be used within (6) six months.

Vacation days may be used for illness or medical emergency, if the employee has exhausted all normal sick leave days. Days may be taken in combination or number, with immediate supervisor's approval.

In the event that a (12) twelve month contracted employee resigns or is terminated before the contract for that year has expired, vacation days earned shall be calculated up to the effective date of resignation or termination. The number of vacation days available will be derived from days accumulated from the prior year and not used prior to December 31st, plus one day per month of contracted time up to the (10) ten days for the current year, minus days used from the current year vacation benefits.

Unused vacation days earned shall be either provided to the employee prior to the effective date of resignation or termination, or shall be compensated through payroll to the employee at the employee's normal daily rate of contracted pay, without reduction in contractual agreement pay.

Vacations must be requested in writing in order to maintain a record of dates requested, amount of time off, and to allow supervisors to plan for coverage of the employees' duties in his/her absence. Vacation days may be requested consecutively or in part, pending approval by the immediate supervisor.

Vacations shall be scheduled with the immediate supervisor's approval at a time that does not impact negatively on school operations. Where requests from one or several employees are in conflict with the efficient and effective operation of school business, the supervisor shall consider dates when requests were submitted, and the timeliness of the requests related to the duties of the employees applying for vacation time. If the supervisor shall deny a request, the classified employee may request a reason for the denial in writing from the supervisor.

Date Revised: March 14, 2005

## **LEAVE BENEFITS**

**LEAVE:** Benefits in the form of time off from the job with no deductions or only partial/prorated deductions from the employee's payroll. They include: Sick Leave, Authorized Leave, Leave of Absence, Personal Leave, Jury Duty Leave, Husband/Wife Leave Sharing Policy, Bereavement Policy and Military Leave Policy.

Date Adopted: May 10, 1993

### **AUTHORIZED LEAVE**

Leave for school business, special staff development opportunities, or other duties related to the classified employee's position shall be allowed, with pay. Approval shall be granted by the superintendent. Requests for authorized leave shall be routed through the immediate supervisor. Notice shall be given at least one day in advance to the immediate supervisor.

Date Adopted: May 10, 1993

### **BEREAVEMENT LEAVE**

Employees of the Crossett School District shall be provided annually three (3) days of bereavement leave, to be used only in the case of the death of an immediate family member.

These days shall not accumulate, and shall not be compensated for if not used, and shall not be converted to any other type leave.

Bereavement leave shall be requested by the employee from their immediate supervisor or principal as soon as possible and shall be reported to the central office by two forms:

- 1) Filing of the employee absence form, indicated in the area marked "other" and described as "bereavement leave."
- 2) Filing of the Bereavement Leave Record form, with the following indicated:
  - \* Name of family member deceased
  - \* Relationship to family member deceased
  - \* Dates of leave taken

Immediate family is defined as the employee's spouse, the employee's or spouse's natural or adopted children, grandparents, grandchildren, parents, brothers, sisters, or any other relatives in the same household.

Personal or sick days may be taken for deaths other than immediate family under the guidelines of personal and sick leave policies.

Bereavement Leave days may be taken separately or together.

If bereavement leave is exhausted then personal days or sick days may be taken for bereavement purposes.

Date Adopted: April 14, 2003

## BEREAVEMENT LEAVE RECORD FORM

Employee: \_\_\_\_\_ Date Filed: \_\_\_\_\_

School or Department: \_\_\_\_\_

### **Read the following policy statement before filing this form.**

Employees of the Crossett School District shall be provided annually three (3) days of bereavement leave, to be used only in the case of the death of an immediate family member.

These days shall not accumulate, and shall not be compensated for if not used, and shall not be converted to any other type leave.

Bereavement leave shall be requested by the employee from their immediate supervisor or principal as soon as possible and shall be reported to the central office by two forms:

- 1) Filing of the employee absence form, indicated in the area marked "other" and described as "Bereavement Leave".
- 2) Filing of the Bereavement Leave Record form, with the following indicated:

- Name of family member deceased
- Relationship to family member deceased
- Dates of leave taken

Immediate family is defined as the employee's spouse, the employee's or spouse's natural or adopted children, grandparents, grandchildren, parents, brothers, sisters, or any other relatives in the same household.

Personal or sick days may be taken for deaths other than immediate family under the guidelines of personal and sick leave policies.

Bereavement Leave days may be taken separately or together.

If bereavement leave is exhausted, then personal days or sick days may be taken for bereavement purposes.

Name of Family Member Deceased: \_\_\_\_\_

Family Relationship to Deceased: \_\_\_\_\_

Dates Absent for this Leave: \_\_\_\_\_ through \_\_\_\_\_

Signature of Employee: \_\_\_\_\_

Supervisor/Principal Signature: \_\_\_\_\_

**File this form with your school/department office, with a copy forwarded to the Central Office.**

Date Adopted: April 14, 2003

## **HUSBAND/WIFE SICK LEAVE SHARING POLICY**

Sick Leave may be shared by Crossett School District's classified and/or certified employees who are husband and wife.

Sick leave days may be transferred from employee to spouse as needed for illness of the employee and/or the illness of an immediate family member, or death of an immediate family member (see definition of immediate family).

The transfer or days must be requested on the proper forms and must indicate the exact number of days requested in the transfer, along with a statement describing the need for the transfer.

### **Limitations**

Extended sick leave shall not be transferred. Only accrued days from prior years may be used. The employee must retain at least the current year's sick leave benefits in his/her own account.

Days transferred from employee to spouse may not result in the receiving spouse having paid unused sick leave at the end of the year. Days transferred from employee to spouse may not result in the receiving spouse having paid unused sick leave upon retirement or resignation.

Date Adopted: July 17, 2006

## **CLASSIFIED EMPLOYEE SHARED SICK LEAVE**

Employees may choose to share sick leave days for illness by notifying the Superintendent in writing. The name of the employee to whom the sick leave is given and the number of days to be transferred shall be stated. Days shall be for illness of the employee or the illness of an immediate family member for extenuating circumstances. Days can only be given after employee has exhausted all days. Upon approval from the Superintendent, the request will be forwarded to the Payroll Manager. Requests must be made before payroll deadline for the current month.

### **Limitations:**

Extended sick leave days shall not be transferred. Only accrued days from prior years may be used. The employee must retain at least the current year's sick leave benefits in his/her own account. Days transferred from employee to spouse may not result in the receiving spouse having paid unused sick leave at the end of the year. Days transferred from employee to spouse may not result in the receiving spouse having paid unused sick leave upon retirement or resignation. Days cannot be given to another employee upon retirement or resignation of an employee.

Date Adopted: May 8, 2006

Last Revised: July 17, 2006

## **JURY DUTY LEAVE**

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

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

Employees shall receive their regular pay from the district while serving jury duty.

Legal Reference: A.C.A. § 16-31-106

Last Revised: January 10, 2005

## **MILITARY LEAVE**

Employees who are members of the National Guard or any of the reserve branches of the armed forces shall be granted leave at the rate of (15) fifteen days per calendar year, plus necessary travel for annual training requirements or other duties performed in an official duty status. If this leave is not used in a fiscal year, it will accumulate for use in the succeeding fiscal year until it totals (30) thirty days at the beginning of the fiscal year. The leave shall be granted without loss of pay and in addition to regular vacation time. (Fiscal year shall be defined as from July 1 to June 30.)

Personnel called to duty in an emergency situation by the Governor or the President shall be granted leave with pay not to exceed (30) thirty working days. After that, leave will be granted without pay. This leave shall be granted in addition to regular vacation time.

During any military leave of absence, the employees shall be entitled to preserve all seniority rights, efficiency of performance ratings, promotional leave status, retirement privileges, life and disability benefits, and all other rights, privileges and benefits to which they have become entitled. (Arkansas Codes Annotated 21-4-102, 677-306, 21-4-212, Act 673 or 1991.)

Date Adopted: April 14, 2003

## **PERSONAL INJURY FROM ASSAULT OR OTHER VIOLENT CRIMINAL ACT - 8.27**

Any staff member, who while in the course of their employment, is injured by an assault or other violent act; while intervening in a student fight; while restraining a student; or while protecting a student from harm, shall be granted a leave of absence for up to one (1) year from the date of the injury, with full pay.

A leave of absence granted under this policy shall not be charged to the staff member's sick leave.

In order to obtain leave under this policy, the staff member must present documentation of the injury from a physician (paid for by the employee), with an estimate for time of recovery sufficient to enable the staff member to return to work, and written statements from witnesses (or other documentation as appropriate to a given incident) to prove that the incident occurred in the course of the staff member's employment.

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

The School Board may request the employee be examined by a medical doctor of the Board's choosing and at the District's expense, to verify the inability of the employee to return to work. If there is disagreement between the employee's doctor and the Board's doctor, a third opinion shall be requested from a medical doctor, paid by the District, both the Board and the employee agree upon. In such case, the decision from the agreed upon doctor shall be the decision the Board and the employee shall abide by.

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

Legal Reference:       A.C.A. § 6-17-1308

Date Adopted: February 14, 2005

## CLASSIFIED PERSONAL LEAVE - 8.7

For the district to function efficiently and have the necessary personnel present to effect a high achieving learning environment, employee absences need to be kept to a minimum. The district acknowledges that there are times during the school year when employees have personal business that needs to be addressed during the school day.

Employees shall take personal leave or leave without pay for those absences which are not due to attendance at school functions and do not qualify for other types of leave (for sick leave see Policy 3.9, for professional leave see below ). School functions, for the purposes of this policy, means: Athletic or academic events related to the school district, and meetings and conferences related to education.

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

Full-time employees have a total of six (6) days of personal leave per contract year. An employee may take personal leave when he must be absent from work for reasons which do not entitle the employee to take sick leave.

**One (1)** of the six (6) days given per contract year in a district-paid leave day, which may accumulate from one contract year to the next, up to a maximum of five (5) days carried forward to the next year.

**Five (5)** of the six (6) days given per contract year are given at the cost of substitute docking rate. An amount equal to the cost of the substitute salary per day shall be docked from the employee's pay for each of these five (5) days taken. These five (5) cost-of-substitute personal days shall not be carried forward and shall not accumulate.

Any employee desiring to take personal leave may do so by making a written request to his supervisor at least twenty-four (24) hours prior to the time of the requested leave. The twenty-four hour requirement may be waived by the supervisor when the supervisor deems it appropriate. Employees who fail to report to work when their request for a personal day has been denied or who have exhausted their allotted personal days, shall lose their daily rate of pay for the day(s) missed (leave without pay). While there are instances where personal circumstances necessitate an employee's absence beyond the allotted days of sick and/or personal leave, any employee who requires leave without pay must receive advance permission (except in medical emergencies) from their immediate supervisor. Failure to report to work without having received permission to be absent is grounds for discipline, up to and including termination.

### **Definitions**

**1. Employee** is an employee of the District working 20 or more hours per week who is not required to have a teaching license as a condition of his employment.

**2. Sick Leave** is absence from work due to illness, whether by the employee or a member of their immediate family, or due to a death in the family.

**3. Current Sick Leave** means those days of sick leave for the current contract year, which leave is granted at the rate of one day of sick leave per month contracted, or major part thereof.

**4. Accumulated Sick Leave** is the total of unused sick leave, up to a maximum of ninety (90) days accrued from previous contract, but not used.

**5. Extended Sick Leave** is days used for absences due to sickness up to a maximum of 5 days per year, for which the employee shall be docked at the rate of ½ substitute pay or ½ of your daily rate, whichever is less, except in the case of any classified employee whose salary is more than the maximum salary on the certified teacher's salary schedule. These persons will be docked like the certified personnel. Thereafter, full pay will be deducted. This will be in effect whether a substitute is required or not. Extended Sick Leave is not accumulated.

**6. Extended Personal Leave** is days used for absences for personal reasons up to a maximum of 5 days per year for which the employee shall be docked at the rate of ½ substitute pay or ½ of your daily rate, whichever is less, except in the case of any classified employee whose salary is more than the maximum salary on the certified teacher's salary schedule. These persons will be docked like the certified personnel. Thereafter, full pay will be deducted. This will be in effect whether a substitute is required or not. Extended Personal Leave is not accumulated.

**7. "Immediate Family"** means an employee's spouse, employee's or spouse's natural or adopted children, parents, grandparents, grandchildren, brothers, sisters or any other relatives in the same household as the employee.

Date Adopted: May 14, 2007

Last revised: January 8, 2009

## PROFESSIONAL LEAVE FOR CLASSIFIED EMPLOYEES - 8.7

“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 instructional 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 over-ruling 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 two (2) weeks before the requested leave is to begin, if possible.

During such approved leave, the employee’s pay shall not be deducted. If a substitute is needed during such approved leave, the District shall pay the full cost of the substitute. Budgeting concerns may always be taken into consideration in reviewing a request for professional leave.

Date Adopted: December 15, 2005

Last Revised: May 14, 2007

## SICK LEAVE

All full time classified employees shall be granted sick leave at the rate of one (1) day per contract month or major portion thereof that the employee fulfills or is expected to fulfill contract duty.

All Bus Drivers, who do not meet the minimum 20 hours per full work week described in Act 391 of 1979, shall be granted sick leave at the rate of one (1) day per contract year. This sick day cannot be accumulated. The one day of sick leave will be calculated based on contracted routes: morning route only -- only one paid morning off per contract year for sick leave; evening route only -- only one paid evening off per contract year for sick leave; morning and evening route -- both morning and evening off per contract year for sick leave, not required to be taken on the same school day.

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

When a classified employee exceeds his or her accumulated sick leave, their salary will be docked at the rate of ½ substitute pay or ½ of your daily rate, whichever is less, except in the case of any classified employee whose salary is more than the maximum salary on the certified teacher’s salary schedule. These persons will be docked like the certified personnel. Thereafter, full pay will be deducted. This will be in effect whether a substitute is required or not.

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, or in dismissal. Excessive absenteeism, whatever the cause, to the extent that the employee is not carrying out his 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.

\*Bereavement Leave allows personal or sick days to be taken for deaths other than immediate family under the guidelines of personal and sick leave policies. If bereavement leave is exhausted, then personal days or sick days may be taken for bereavement purposes.

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

Date Adopted: January 10, 2005

Last Revised: April 10, 2006

## **LEGAL BENEFITS**

**LEGAL:** Benefits that are basic federal or state legislated benefits provided to all workers, usually governed by law and administered through the employee payroll accounts. They include: Social Security, Medicare Program, Workman's Compensation, and Unemployment Compensation.

Date Adopted: May 10, 1993

### **MEDICARE**

Each employee is required to contribute to the Medicare program. (A portion of the former Social Security rate is contributed to the Medicare program.) The amount of employee contribution shall be determined by current law. The district shall match the contribution required by law.

### **SOCIAL SECURITY**

Each employee is required to be a member of the Social Security System. The amount of employee contribution shall be determined by current law. The district shall match the contribution required by law.

### **UNEMPLOYMENT COMPENSATION**

Each employee is covered by Unemployment Compensation under Arkansas Law. The current regulations governing the dispensation of these benefits will be enforced. Information needed to process claims shall be forwarded to the regulatory agency by the central office when requested.

### **WORKMAN'S COMPENSATION**

All school employees are covered by Workman's Compensation for on-the-job injuries. Contributions to the program are paid by the district.

#### **Related Procedures:**

- A. Any injury sustained on the job during working hours, (whether during regular "contracted" days and hours or during duties, meetings, or job related work) must be reported to the central office through the immediate supervisor.
- B. The appropriate forms supplied from the Superintendent's office shall be delivered to the employee and shall be filled out and returned to the central office by the employee within five (5) working days.
- C. Any bills for initial or subsequent treatment of the injury shall be delivered by the employee or the provider of service to the central office within 30 days of the treatment for filing with Workman's Compensation.
- D. Even though treatment may not be required for an injury initially, this procedure should be followed in the event that complications may arise later due to the injury.

Failure to report the injury within five (5) working days may invalidate claims related to an injury.

Date Adopted: May 10, 1993

## **OCCUPATIONAL BENEFITS**

**OCCUPATIONAL:** Benefits that are provided to employees of the educational system. These are usually provided from the State level. They include: Teacher Retirement, State Retirement, Liability Coverage for Job Related Claims, and Business Trip Accidental Death Coverage.

Date Adopted: May 10, 1993

### **BUSINESS TRIP ACCIDENTAL DEATH COVERAGE**

The district shall purchase annually an accidental death benefit coverage for classified employees who are considered full-time employees (over 20 hours per week), as well as coverage for full-time and part-time bus drivers. Details of the policy and benefit levels shall be available by request from the central office.

### **LIABILITY COVERAGE**

The district shall notify classified employees through policy of the provision of liability insurance coverage by the State Department of Education for protection for liability incident expenses not excluded by governmental immunity. (Authorization by Act 274 of 1989)

1. Limits shall be those in place at the time of the incident, and shall include attorney fees and other costs as stated in the program description.
2. Acts covered shall include civil complaints, wrongful acts (as defined in the program description), and limited other charges.
3. Acts not covered include automobile liability, contractual damages, intentional or dishonest or criminal acts, acts outside the official duties of an employee, violation of court order, punitive damages, or damages subject to the defense of governmental immunity under Arkansas law.
4. Notice of Claim and Duty to Cooperate shall be obligations of the employee who has received a Summons and Complaint or who has knowledge of possible charges.

### **STATE RETIREMENT**

Classified employees who began service before July 1, 1989, whose service is covered or coverable by the Arkansas Public Employee's Retirement System (State Retirement) shall continue to be covered by the State Retirement system for both past and future service.

These classified employees who began service before July 1, 1989, shall be considered members of a closed system administered by the Arkansas Public Employee's Retirement System.

The district shall make continuing contributions according to the System regulations at rates necessary to fund present and future liabilities until such a time as there are no longer members, retirants, or deferred annuitants.

Dispensation of Retirement Benefits shall be governed by regulations established by laws of the respective retirement systems that apply to an employee. Reference to and copies of these regulations and procedures shall be provided to any classified employee through the central office at the employee's request.

### **TEACHER RETIREMENT**

All classified employees shall be members of the Arkansas Teacher Retirement System. Some classified employees may currently be members *depending on the dates of initial service*.

Date Adopted: May 10, 1993

## **PARTICIPATORY BENEFITS**

**PARTICIPATORY:** Benefits which are available for employee participation through various benefit vendors whose plans have been sanctioned and approved by the Salary and Benefits Committee. These are paid for through payroll deduction, and are governed by the regulations and procedures unique to each benefit. They include: Group Insurance Plans (medical, dental, life), Disability Insurance Plans, Section 125 Cafeteria Plan, Various Annuities and IRA's

Date Adopted: May 10, 1993

## **ANNUITIES AND IRA'S**

Classified employees may participate in various annuities, IRA, and retirement supplement plans sanctioned by the Salary and Benefits Committee. Guidelines for participation, application deadlines, and withdrawal/surrender procedures unique to each plan shall apply and be in force.

## **FLEXIBLE SPENDING ACCOUNTS**

Classified employees may participate in a flexible spending account in which contributions each payroll are placed in the account and are considered no-taxable. These deposits may be applied for by the employee under guidelines set forth by Section 125 with proper documentation and receipts of expenses eligible under the plan. These include un-reimbursed medical and dental expense, and childcare expense.

## **INSURANCE PLANS**

Classified employees may participate in medical, life, and disability insurance plans sanctioned by the Salary and Benefits Committee. Guidelines for participation, application deadlines, and claim procedures unique to each plan shall apply and be in force.

## **SECTION 125 CAFETERIAL PLAN**

Classified employees shall be eligible to participate in the Section 125 plan which allows for certain benefits to be non-taxable benefits. Classified employees must elect to participate on or before the anniversary date of the current plan in place, and may not change participation until the next anniversary date. Certain changes are allowed however under IRS guidelines. Benefits placed under the Cafeteria Plan at the time of election may not be discontinued or changed except within IRS guidelines.

Date Adopted: May 10, 1993

## ASSIGNMENT OF CLASSIFIED PERSONNEL - 8.32

The Superintendent shall be responsible for assigning and reassigning classified personnel.

Date Adopted: December 15, 2005

### 8.26—NONCERTIFIED 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.

The person or persons reporting behavior they consider to be bullying shall not be subject to retaliation or reprisal in any form.

District staff are required to help enforce implementation of the district's anti-bullying policy. The district's definition of bullying is included below. Students who bully another person are to be held accountable for their actions whether they occur on school equipment or property; off school property at a school-sponsored or school-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 or the building principal. The report may be made anonymously.

#### **Definitions:**

**Bullying** means the intentional harassment, intimidation, humiliation, ridicule, defamation, or threat or incitement of violence by a student against another student or public school employee by a written, verbal, electronic, or physical act that causes or creates a clear and present danger of:

- Physical harm to a public school employee or student or damage to the public school employee's or student's property;
- Substantial interference with a student's education or with a public school employee's role in education;
- A hostile educational environment for one (1) or more students or public school employees due to the severity, persistence, or pervasiveness of the act; or
- Substantial disruption of the orderly operation of the school or educational environment;

**Electronic act** means without limitation a communication or image transmitted by means of an electronic device, including without limitation a telephone, wireless phone or other wireless communications device, computer, or pager that results in the substantial disruption of the orderly operation of the school or educational environment.

Electronic acts of bullying are prohibited whether or not the electronic act originated on school property or with school equipment, if the electronic act is directed specifically at students or school personnel and maliciously intended for the purpose of disrupting school, and has a high likelihood of succeeding in that purpose;

**Harassment** means a pattern of unwelcome verbal or physical conduct relating to another person's constitutionally or statutorily protected status that causes, or reasonably should be expected to cause, substantial interference with the other's performance in the school environment; and

**Substantial disruption** means without limitation that any one or more of the following occur as a result of the bullying:

- Necessary cessation of instruction or educational activities;
- Inability of students or educational staff to focus on learning or function as an educational unit because of a hostile environment;
- Severe or repetitive disciplinary measures are needed in the classroom or during educational activities; or
- Exhibition of other behaviors by students or educational staff that substantially interfere with the learning environment.

Examples of "Bullying" may include but are not limited to a pattern of behavior involving one or more of the following:

1. Sarcastic "compliments" about another student's personal appearance,
2. Pointed questions intended to embarrass or humiliate,
3. Mocking, taunting or belittling,
4. Non-verbal threats and/or intimidation such as "fronting" or "chesting" a person,
5. Demeaning humor relating to a student's race, gender, ethnicity or personal characteristics,
6. Blackmail, extortion, demands for protection money or other involuntary donations or loans,
7. Blocking access to school property or facilities,
8. Deliberate physical contact or injury to person or property,
9. Stealing or hiding books or belongings, and/or
10. Threats of harm to student(s), possessions, or others<sup>2</sup>,
11. Sexual harassment, as governed by policy 8.20, is also a form of bullying,
12. Teasing or name-calling based on the belief or perception that an individual is not conforming to expected gender roles (Example: "Slut") or conduct or is homosexual, regardless of whether the student self-identifies as homosexual (Examples: "You are so gay." "Fag" "Queer").

Legal Reference: A.C.A. § 6-18-514

Date Adopted: May 14, 2007

Last Revised: May 14, 2011

**BUS DRIVER PHYSICAL POLICY  
DEPARTMENT OF TRANSPORTATION PHYSICAL FORM**

Arkansas Department of Education regulations require that a school bus driver pass a physical examination every two years. Crossett School District is committed to hiring safe and professional staff who have the responsibility of transporting students placed in its care. Therefore, to accomplish this, the School District has adopted the D. O. T. Medical Examination Report form for Commercial Driver Fitness Determination. According to the D. O. T. requirements, an employee's physical condition may require more frequent examinations. The School District will take bids yearly from local physicians and provide payment for the physical examination as long as the prescribed provider is used. If an employee wishes to use another physician, that physician must be duly qualified to perform D. O. T. physicals and the employee will forfeit the payment option provided by the School District. A Federal D. O. T. Physical form and card must be filled out and D. O. T. medical surveillance guidelines adhered to, i.e., the D. O. T. physical must follow the established guidelines for vision, blood pressure, pulse rate, and hearing. An audiometer will be used for the hearing test and audiometric test results must be recorded in decibels.

Any person operating a school bus for Crossett School District must comply with the State mandated regulations. A copy of the medical examiner's certificate will be maintained by the District. Failure to pass the D. O. T. will result in immediate dismissal, or if a new driver seeking employment, ineligible to drive a school bus.

Date Adopted: September 13, 2004

**CELL PHONE POLICY - EMPLOYEE - 8.25**

Use of cell phones or other electronic communication devices by employees during their designated work time is strictly forbidden unless specifically approved in advance by the superintendent, building principal, or their designees.

In any instance where the district issues a cell phone or school computer to a school employee for use for school business purposes, the employee shall not use the equipment for personal use. Any employee who uses a school issued cell phones and/or computers for non-school purposes, except as permitted by the district's Internet/computer use policy, shall be subject to discipline, up to and including termination.

All employees are forbidden from using school issued cell phones while driving any vehicle at any time. Violation may result in disciplinary action up to and including termination.

Date Adopted: April 14, 2003

Last Revised: June 8, 2009

**SCHOOL BUS DRIVER'S USE OF CELL PHONES POLICY - 8.24**

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

Date Adopted: April 10, 2006

## **CLASSIFIED PERSONNEL DUTY TO REPORT CHILD ABUSE, MALTREATMENT OR NEGLECT - 8.34**

It is the statutory duty of certified school district employees who have reasonable cause to suspect child abuse or maltreatment to directly and personally report these suspicions to the Arkansas Child Abuse Hotline, by calling 1-800-482-5964. Failure to report suspected child abuse, maltreatment or neglect by calling the Hotline can lead to criminal prosecution and individual civil liability of the person who has this duty. Notification of local or state law enforcement does not satisfy the duty to report; only notification by means of the Child Abuse Hotline discharges this duty.

The duty to report suspected child abuse or maltreatment is a direct and personal duty, and cannot be assigned or delegated to another person. There is no duty to investigate, confirm or substantiate statements a student may have made which form the basis of the reasonable cause to believe that the student may have been abused or subjected to maltreatment by another person; however, a person with a duty to report may find it helpful to make a limited inquiry to assist in the formation of a belief that child abuse, maltreatment or neglect has occurred, or to rule out such a belief. Employees and volunteers who call the Child Abuse Hotline in good faith are immune from civil liability and criminal prosecution.

By law, no school district or school district employee may prohibit or restrict an employee or volunteer from directly reporting suspected child abuse or maltreatment, or require that any person notify or seek permission from any person before making a report to the Child Abuse Hotline.

Legal References: A.C.A. § 12-12-504,507, 517

Date Adopted: January 8, 2009

Last Revised:

## **COMPUTER USE POLICY - 8.22**

The Crossett 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 to disclosure under the Freedom of Information Act. Consequently, no employee or student-related reprimands or other disciplinary communications should be made through email.

Passwords or security procedures are to be used as assigned, and confidentiality of student records is to be maintained at all times. Employees must not disable or bypass security procedures, compromise, attempt to compromise, or defeat the district's technology network security, alter data without authorization, disclose passwords to other staff members or students, or grant students access to any computer not designated for student use. It is the policy of this school district to equip each computer with Internet filtering software designed to prevent users from accessing material that is harmful to minors. The designated District Technology Administrator or designee may authorize the disabling of the filter to enable access by an adult for 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 computers to violate any other policy, knowingly or negligently allowing unauthorized access, or using the computers to access or create sexually explicit or pornographic text or graphics, will face disciplinary action, up to and including termination or non-renewal of the employment contract.

Legal References: 20 USC 6801 et seq. (Children's Internet Protection Act; PL 106-554)  
20 USC 6777 47 USC 254(h) A.C.A. § 6-21-107 A.C.A. § 6-21-111

Date Adopted: April 14, 2003

Last Revised: June 8, 2009

## **NONCERTIFIED PERSONNEL DEBTS - 8.18**

### **8.18— NONCERTIFIED PERSONNEL DEBTS**

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

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

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

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

Date Adopted: April 10, 2006  
Last Revised: March 11, 2010

## **DEFINITION OF CLASSIFIED PERSONNEL**

The words "classified personnel" as used in this policy shall mean and include any **contracted** employee of the Crossett School District who is not normally required to hold teaching certification from the Arkansas Department of Education. The Crossett School District shall recognize and view Classified Personnel as equal co-workers with certified personnel in the task of educating the youth of the district. All positions and work assignments should contribute toward providing the best possible climate and setting for the educational process.

Date Adopted: May 10, 1993

## **DRESS OF EMPLOYEES - 8.16**

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

Date Adopted: May 10, 1993

## **DRUG FREE WORKPLACE POLICY - 8.28**

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 imposed upon employees for drug abuse violations. Resources

Should any employee be found to have been under the influence of, or in illegal possession of, any illegal drug or controlled substance, whether or not engaged in any school or school-related activity, and the behavior of the employee, if under the influence, is such that it is inappropriate for a school employee in the opinion of the superintendent, the employee may be subject to discipline, up to and including termination. This policy also applies to those employees who are under the influence of alcohol while on campus or at school-sponsored functions, including athletic events.

An employee living on campus or on school owned property is permitted to possess alcohol in his/her residence. The employee is bound by the restrictions stated in this policy while at work or performing his/her official duties.

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) week days (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 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 job unimpaired. Should the employee attempt to return to work while impaired by 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 of termination.

Legal References: 41 USC § 702, 703, and 706

Date Adopted: May 8, 2006

Last Revised: June 8, 2009

**DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT - 8.28F**

CERTIFICATION

I, hereby certify that I have been presented with a copy of the Crossett School District's Drug-free Workplace Policy, that I have read the statement, and that I will abide by its terms as a condition of my employment with this District.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date Adopted: May 8, 2006

## **DRUG TESTING POLICY - 8.4**

### **Scope of Policy**

Each person hired for a position which allows or requires that the employee operate any type of 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 undergo a physical examination, including a drug test. Each person's initial employment for a job entailing a safety sensitive function is conditioned upon the district receiving a negative drug test for that employee. The offer of employment is also conditioned upon the employee's signing an authorization for the request for information by the district from the Commercial Driver Alcohol and Drug Testing Database.

### **Methods of Testing**

The collection, testing methods and standards shall be determined by the agency or other medical organizations chosen by the School Board to conduct the collection and testing of samples. The drug and alcohol testing is to be conducted by a laboratory certified pursuant to the most recent guidelines issued by the United States Department of Health and Human Services for such facilities. ("Mandatory Guidelines for Federal Workplace Drug Testing Programs").

### **Definition**

Safety sensitive function includes:

1. All time spent inspecting, servicing, and/or preparing the vehicle;
2. All time spent driving the vehicle;
3. All time spent loading or unloading the vehicle or supervising the loading or unloading of the vehicle; and
4. All time spent repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

### **Requirements**

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

- A. Random tests;
- B. Testing in conjunction with an accident;
- C. Receiving a citation for a moving traffic violation; and
- D. Reasonable suspicion.

### **Prohibitions**

- A. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater;
- B. No driver shall use alcohol while performing safety-sensitive functions;
- C. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol;
- D. No driver required to take a post-accident alcohol test under #2 above shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first;
- E. No driver shall refuse to submit to an alcohol or drug test in conjunction with #1, 2 and/or 4 above;
- F. No driver shall report for duty or remain on duty requiring the performance of safety-

sensitive functions when using any controlled substance, except when used pursuant to the instructions of a licensed medical practitioner, knowledgeable of the driver's job responsibilities, who has advised the driver that the substance will not adversely affect the driver's ability to safely operate his/her vehicle. It is the employee's responsibility to inform his/her supervisor of the employee's use of such medication;

- G. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.

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

### **Testing for Cause**

Drivers involved in an accident in which there is a loss of another person's life shall be tested for alcohol and controlled substances as soon as practicable following the accident. Drivers shall also be tested for alcohol within eight (8) hours and for controlled substances within thirty-two (32) hours following an accident for which they receive a citation for a moving traffic violation if the accident involved: 1) bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or 2) one or more motor vehicles incurs disabling damage as a result of the accident requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

### **Refusal to Submit**

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

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

### **Consequences for Violations**

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

Drivers who exhibit signs of violating the prohibitions of this policy relating to alcohol or controlled substances shall not be allowed to perform or continue to perform safety-sensitive functions if they exhibit those signs during, just preceding, or just after the period of the work day that the driver is required to be in compliance with the provisions of this policy. This action shall be based on specific, contemporaneous, articulatable observations concerning the behavior, speech, or body odors of the driver. The Superintendent or his/her designee shall require the driver to submit to "reasonable suspicion" tests for alcohol and controlled substances. The direction to submit to such tests must be made just before, just after, or during the time the driver is performing safety-sensitive functions. If circumstances prohibit the testing of the driver, the Superintendent of

his/her designee shall remove the driver from reporting for, or remaining on, duty for a minimum of 24 hours from the time the observation was made triggering the driver's removal from duty.

If the results for an alcohol test administered to a driver are equal to or greater than 0.02, but less than 0.04, the driver shall be prohibited from performing safety-sensitive functions for a period not less than 24 hours from the time the test was administered. Unless the loss of duty time triggers other employment consequences policies, no further other action against the driver is authorized by this policy for test results showing an alcohol concentration of less than 0.04.

**Notes:**

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

Drivers will be given the name of the person designated to answer questions about the materials given them regarding drug and alcohol testing.

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

Drivers must sign an acknowledgement stating they have received all of the information contained in this policy and these footnotes.

Legal Reference: A.C.A. 6-19-108; 49 C.F.R. 382-101-605; 49 C.F.R. part 40

Date Adopted: February, 2004

Last Revised: May 8, 2006

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

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.

If the employee provides false or misleading information, or if he withholds information to the same effect, it may be grounds for dismissal.

Date Adopted: January 10, 2005

### **OUTSIDE EMPLOYMENT OF CLASSIFIED PERSONNEL - 8.12**

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

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

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

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

Date Adopted: January 10, 2005

### **EQUAL OPPORTUNITY STATEMENT**

The Crossett School District is an equal opportunity employer and shall not discriminate on the grounds of race, color, religion, national origin, sex, age, or disability.

Date Adopted: May 10, 1993

Last revised: January 10, 2005

## **CLASSIFIED PERSONNEL EVALUATION POLICY - 8.2**

Evaluations of District personnel shall be undertaken at least annually.

The purpose of an evaluation is to give the supervisor an opportunity to discuss with the employee the performance, progress and potential of the employee and to discuss ways in which the employee's performance can be improved and progress guided.

The evaluation instrument will be signed by both the employee and the supervisor following a conference. If the employee feels that the evaluation is not appropriate, the employee may give a written statement on the evaluation form as to the reason.

Point of information: An employee may use any number of accumulated sick days for valid reasons during a contract year, and the use of these days shall not be a consideration on the evaluation. (However, confirmed abuse of sick leave may be used as a factor in an evaluation.)

Date Adopted: December, 2002

Last Revised: April 14, 2003

**CROSSETT SCHOOL DISTRICT**  
**Classified Employee Evaluation Form (copy of actual form)**

The purpose of this evaluation is to inform the employee of job performance with the goal of improving performance. An evaluation is to be completed each year and filed in the Superintendent's office before the April board meeting of each year. The evaluation may be conducted on a more frequent basis.

EMPLOYEE'S NAME \_\_\_\_\_ DATE \_\_\_\_\_

PRESENT POSITION \_\_\_\_\_ SCHOOL/DEPT. \_\_\_\_\_

PERIOD COVERED BY THIS EVALUATION \_\_\_\_\_ TO \_\_\_\_\_

Definition of Evaluation Terms:

- Exceptional** – exceeds standards      **Marginal** – work is in need of improvement  
**Effective** – producing desired results      **Unacceptable** – needs immediate improvement

<b>KNOWLEDGE AND PERFORMANCE OF JOB</b>	<b>Exceptional</b>	<b>Effective</b>	<b>Marginal</b>	<b>Unacceptable</b>
Ability to accomplish tasks assigned.				
Accomplishes tasks assigned.				
Learns new methods.				
Knowledge of related job(s) in department.				
Knowledge of other department's functions.				
Resourceful and alert to opportunities for improvement.				
Self-reliance.				
Work efficiency.				
Participation in professional growth opportunities.				

<b>WORK ATTITUDES</b>	<b>Exceptional</b>	<b>Effective</b>	<b>Marginal</b>	<b>Unacceptable</b>
Wise use of time.				
Conscientiousness in work.				
Acceptance of changes in work.				
Cooperation and helpfulness to others.				
Initiative.				
Professional attitude toward supervision.				
Interpersonal skills (staff, parents, students, general public.)				

Comments: \_\_\_\_\_  
 \_\_\_\_\_

**EMPLOYEE STATEMENT:** I have examined this evaluation, and have signed it; however, my signature does not necessarily indicate agreement with the contents, but only that they are recorded with my full knowledge.

Comments: \_\_\_\_\_  
 \_\_\_\_\_

Signature of Employee \_\_\_\_\_ Date \_\_\_\_\_

Signature of Evaluator \_\_\_\_\_ Date \_\_\_\_\_

Date Adopted: April 14, 2003

### **EVALUATION OF CLASSIFIED EMPLOYEES BY RELATIVES - 8.13**

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

Date Adopted: April 14, 2003

## NONCERTIFIED PERSONNEL FAMILY MEDICAL LEAVE - 8.32

### **Definitions:**

Active Duty: is duty under a call or order to active duty under a provision of law referred to in 10 USC § 101(a)(13)(B).

Contingency Operation: has the same meaning given such term in 10 USC § 101(a)(13).

Covered Service Member: is a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

Eligible Employee: is an employee who has been employed by the district for at least twelve (12) months and for 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave. Full time, licensed teachers are considered to have met the 1250 hour requirement for eligibility.

Health Care Provider: is a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the state in which the doctor practices. It also includes any other person determined by the U.S. Secretary of Labor to be capable of providing health care services.

Instructional Employee: is a teacher whose principal function is teach and instruct students in a class, a small group, or an individual setting and includes, athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. The term does **not** include administrators, counselors, librarians, psychologists, or curriculum specialists who are included under the broader definition of “eligible employee” (to the extent the employee has been employed for 12 months).

Next of Kin: used in respect to an individual, means the nearest blood relative of that individual.

Outpatient Status: used in respect to a covered service member, means the status of a member of the Armed Forces assigned to

- A) a military medical treatment facility as an outpatient; or
- B) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

Parent: is the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or a daughter.

Serious Health Condition: is an injury, illness, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.

Serious Injury or Illness: used in respect to a member of the Armed Forces, including the National Guard or Reserves, it means an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces that may render the member unfit to perform the duties of the member’s office, grade, rank, or rating.

Year: the twelve (12) month period of eligibility shall begin on the first duty day of the school year.

### **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.

### **Leave Eligibility**

The district will grant up to twelve (12) weeks of leave in a year accordance with the Family Medical Leave Act of 1993 (FMLA) to its eligible employees 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 the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent 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.
5. Because of any qualifying exigency (as the U.S. Secretary of Labor shall, by regulation, determine) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

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

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a **covered service member** shall be entitled to a total of 26 weeks of leave during one 12-month period to care for the service member. During the single 12-month period, the eligible employee is entitled to a combined total of 26 weeks of leave to care for the covered service member and for reasons 1 through 5 listed above. Leave taken, which does not include caring for a covered service member, is limited to 12 weeks in a year.

If husband and wife are both eligible employees employed by the district, the husband and wife are entitled to a total of 26 weeks of leave during one 12-month period to care for their spouse, son, daughter, parent, or next of kin who is a **covered service member**. During the single 12-month period, the eligible husband and wife are entitled to a combined total of 26 weeks of leave to care for a covered service member and for reasons 1 or 2 listed above or to care for a parent with a serious health condition. Leave taken, which does not include caring for a covered service member, is limited to a combined total of twelve (12) weeks in a year when taken for reasons 1 or 2 listed above or to care for a parent with a serious health condition.

### **District Notice to Employees**

The district shall post, in conspicuous places in each school within the district, where notices to employees and applicants for employment are customarily posted, a notice explaining the FMLA's provisions and providing information about the procedure for filing complaints with the Department of Labor.

### **Employee Notice to District**

#### **Foreseeable:**

When the need for leave is foreseeable for reasons 1 through 4 or for the care of a covered service member listed above, the employee shall provide the district with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave for the specified reason, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is 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 necessity for leave is for reason 5 listed above is foreseeable, whether because the spouse, son, daughter, or parent of the employee is on active duty, or because of notification of an impending call or order to active duty in support of a contingency operation, the employee shall provide such notice to the district as is

reasonable and practicable.

When the need for leave is for reasons 3 or 4 or for the care of a covered service member listed above, the employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the district subject to the approval of the health care provider of the spouse, son, daughter, or parent of the employee.

Failure by the employee to give thirty (30) days notice may delay the taking of FMLA leave until at least thirty (30) days after the date the employee provides notice to the district.

Unforeseeable:

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. Ordinarily, the employee shall notify the district within two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, telegraph, fax, or other electronic means.

**Medical Certification**

When the need for leave is for reasons 3 or 4 listed above or for the care of a covered service member, the employee should provide a medical certification from a licensed, practicing health care provider supporting the need for leave at the time the notice for leave is given, but must provide certification at least fifteen (15) days prior to the date the leave is to begin. The certification shall include the date on which the serious health condition began, the probable duration of the condition, and the appropriate medical facts within the knowledge of the health care provider regarding the condition. Leave taken for reason 3 listed above, must include certification that the eligible employee is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time the employee is needed to provide the care. For reason 4 listed above, the certification must include a statement that the employee is unable to perform the required functions of his/her position.

If FMLA leave is to be taken on an intermittent or reduced work schedule basis for planned medical treatment, the certification shall include the dates on which such treatment is expected to be given and the duration of such treatment.

Second Opinion: In any case where the district has reason to doubt the validity of the certification provided, the district may require, at its expense, the employee to obtain the opinion of a second health care provider designated or approved by the employer. If the second opinion differs from the first, the district may require, at its expense, the employee to obtain a third opinion from a health care provider agreed upon by both the district and the employee. The opinion of the third health care provider shall be considered final and be binding upon both the district and the employee.

Recertification: The district may request the employee obtain a recertification, at the employee's expense, no more often than every thirty (30) days unless one or more of the following circumstances apply;

- a. The employee requests an extension of leave;
- b. Circumstances described by the previous certification have changed significantly; and/or
- c. The district receives information that casts doubt upon the continuing validity of the certification.

The employee must provide the recertification in no more than fifteen (15) calendar days after the district's request.

No second or third opinion on recertification may be required.

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

When an employee takes sick leave, the district shall determine if the leave qualifies for FMLA leave. The

district may request additional information from the employee to help make the applicability determination. If the leave qualifies under the FMLA, the district will notify the employee, either orally or in writing, of the decision within two workdays. If the leave is intermittent or on a reduced schedule as defined in this policy and the circumstances of the leave don't change, the district is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave. To the extent the employee has accrued paid leave, any leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave.

### **Concurrent Leave**

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.

Workers Compensation: FMLA leave may run concurrently with a workers' compensation absence when the injury is one that meets the criteria for a serious health condition. To the extent that workers compensation benefits and FMLA leave run concurrently, the employee will not be charged for any paid leave accrued by the employee. If the health care provider treating the employee for the workers compensation injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent job, the employee may decline the district's offer of a "light duty job." For the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

## **Health Insurance Coverage**

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's 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 if the employment relationship 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 employee fails to return to work due to the continuation, reoccurrence, or onset of a serious health condition that entitles the employee to leave under reasons 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**

**Medical Certification:** 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.

**Return to Previous Position:** 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 or certification.

**Failure to Return to Work:** In the event 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 requirements of their contract.

### **Intermittent or Reduced Schedule Leave**

Eligible employees may only take intermittent or reduced schedule leave for reasons 1 and 2 listed above if the district agrees to permit such leave upon request of the employee.

Eligible employees may take intermittent or reduced schedule leave due to reasons 3 and 4 listed above or to care for a covered service member if they have

- (A) made a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health care provider of the employee or the health care provider of the son, daughter, spouse, or parent of the employee, as appropriate; and
- (B) provided the employer with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave under such subparagraph, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.

Eligible employees requesting intermittent or reduced schedule leave that is foreseeable based on planned medical treatment may be transferred to an alternative position for which the employee is qualified with equivalent pay and benefits that better accommodates the employee's intermittent or reduced schedule leave.

If an eligible employee who meets the definition of an instructional employee requests intermittent or reduced schedule leave that is foreseeable based on planned medical treatment and the employee would be on leave for greater than 20 percent of the total number of working days in the period during which the leave would extend, the district may require the employee to elect either

- 1) to take medical leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or
- 2) to transfer temporarily to an available alternative position offered by the employer for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the regular employment position of the employee.

### **Leave taken by eligible instructional employees near the end of the academic term**

#### **Leave more than 5 weeks prior to end of term.**

If the eligible, instructional employee begins leave, due to reasons 1 through 5 listed above or to care for a covered service member, more than 5 weeks prior to the end of the academic term, the district may require the employee to continue taking leave until the end of such term, if

- (A) the leave is of at least 3 weeks duration; and
- (B) the return to employment would occur during the 3-week period before the end of such term.

**Leave less than 5 weeks prior to end of term**

If the eligible, instructional employee begins leave, due to reasons 1 through 3 listed above or to care for a covered service member, during the period that commences 5 weeks prior to the end of the academic term, the district may require the employee to continue taking leave until the end of such term, if

(A) the leave is of greater than 2 weeks duration; and

(B) the return to employment would occur during the 2-week period before the end of such term.

**Leave less than 3 weeks prior to end of term**

If the eligible, instructional employee begins leave, due to reasons 1 through 3 listed above or to care for a covered service member, during the period that commences 3 weeks prior to the end of the academic term and the duration of the leave is greater than 5 working days, the agency or school may require the employee to continue to take leave until the end of such term.

Legal References: 29 USC §§ 2601 et seq.  
29 CFR 825.100 et seq.

Date Adopted: April 10, 2006  
Last Revised: January 8, 2009

**REQUEST FORM FOR  
FAMILY AND MEDICAL LEAVE ACT  
CROSSETT SCHOOL DISTRICT**

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Home Telephone Number: \_\_\_\_\_

Beginning date of requested FMLA leave: \_\_\_\_\_

Position Held: \_\_\_\_\_ School: \_\_\_\_\_

Declared reason for need for Family and Medical Leave: (Medical certification verifying need for leave must be attached.)

\_\_\_\_\_

Intended Date of Return: \_\_\_\_\_

\_\_\_\_\_

**Office Use Only:**

Hours Worked Previous Year: \_\_\_\_\_

Last Day Pay Received From District: \_\_\_\_\_

Date Transferred to Family/Medical Leave: \_\_\_\_\_

Date Family/Medical Leave Ends: \_\_\_\_\_

(12 Weeks Maximum)

Date Returned to Work: \_\_\_\_\_

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Date Adopted: April 10, 2006

Last Revised: January 8, 2009

## PERSONNEL GRIEVANCE POLICY - 8.19

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

### **Definitions**

**Grievance:** a 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, pertaining to job related duties, 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 district.

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

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

### **PROCESS**

**Level One:** An employee who believes that he/she has a grievance shall inform his/her immediate supervisor in writing that the employee has a potential grievance by filling out a Level One Grievance Form and discuss the matter with the supervisor within five working days of the occurrence of the grievance. The supervisor shall offer the employee an opportunity to have a witness or representative who is not a member of the employee’s immediate family present at their conference. (The five-day requirement does not apply to grievances concerning back pay.) If the grievance is not advanced to Level Two within five working days following the conference, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

If the grievance cannot be resolved by the immediate supervisor, the employee can advance the grievance to Level Two. To do this, the employee must complete the top half of the Level Two Grievance Form within five working days of the discussion with the immediate supervisor, citing the manner in which the specific personnel policy was violated that has given rise to the grievance, and submit the Grievance Form to his/her immediate supervisor.

The supervisor will have ten working days to respond to the grievance using the bottom half of the Level Two Grievance Form which he/she will submit to the building principal or, in the event that the employee’s immediate supervisor is the building principal, the superintendent.

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

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

**Level Three:** If the proper recipient of the Level Two Grievance was the building principal, and the employee remains unsatisfied

with the written response to the grievance, the employee may advance the grievance to the superintendent by submitting a copy of the Level One and Two Grievance Forms and the principal's reply to the superintendent within five working days of his/her receipt of the principal's reply. The superintendent will have ten working days to schedule a conference with the employee filing the grievance. The superintendent shall offer the employee an opportunity to have a witness or representative who is not a member of the employee's immediate family present at their conference. After the conference, the superintendent will have ten working days in which to deliver a written response to the grievance to the employee.

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

The school board will address the grievance at the next regular meeting of the school board, unless the employee agrees in writing to an alternate date for the hearing. After reviewing the Level One and Two Grievance Forms and the superintendent's reply, the board will decide if the grievance, on its face, is grievable under district policy. If the grievance is presented as a "group grievance," the Board shall first determine if the composition of the group meets the definition of a "group grievance." If the Board determines that it is a group grievance, the Board shall then determine whether the matter raised is grievable. If the Board rules the composition of the group does not meet the definition of a group grievance, or the grievance, whether group or individual, is not grievable, the matter shall be considered closed. (Individuals within the disallowed group may choose to subsequently refile their grievance as an individual grievance beginning with Level One of the process.) If the Board rules the grievance to be grievable, they shall immediately commence a hearing on the grievance.

All parties have the right to representation by a person of their own choosing who is not a member of the employee's immediate family at the appeal hearing before the Board of Directors. The employee shall have no less than 90 minutes to present his/her grievance and both parties shall have the opportunity to present and question witnesses. The hearing shall be open to the public unless the employee requests a private hearing. If the hearing is open, the parent or guardian of any student under the age of eighteen years who gives testimony may elect to have the student's testimony given in closed session. At the conclusion of the hearing, if the hearing was closed, the Board of Directors may excuse all parties except board members and deliberate by themselves on the hearing. At the conclusion of an open hearing, board deliberations shall also be in open session unless the board is deliberating the employment, appointment, promotion, demotion, disciplining, or resignation of the employee. A decision on the grievance shall be announced no later than the next regular board meeting.

### **Records**

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

### **Reprisals**

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

Legal Reference: ACA § 6-17-208

Last revised: January 10, 2005

## Level One Conference Form

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Date submitted to supervisor: \_\_\_\_\_

Personnel Policy grievance is based on: \_\_\_\_\_

Explain concern: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

Conference date: \_\_\_\_\_

Supervisor signature: \_\_\_\_\_

Employee signature: \_\_\_\_\_

Last revised: January 10, 2005

## Level Two Grievance Form

Name: \_\_\_\_\_

Date submitted to supervisor: \_\_\_\_\_

Personnel Policy grievance is based upon: \_\_\_\_\_

Grievance (be specific): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

What would resolve your grievance? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Supervisor's response

Date submitted to recipient: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Last revised: January 10, 2005

## **CLASSIFIED PERSONNEL HIRING POLICY**

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.

If the employee provides false or misleading information, or if he withholds information to the same effect, it may be grounds for dismissal.

The Crossett School District is an equal opportunity employer and shall not discriminate on the grounds of race, color, religion, national origin, sex, age, or disability.

## EMPLOYEE INTERNET USE AGREEMENT

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

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

The Crossett School District agrees to allow the employees identified above (“Employee”) to use the district’s technology to access the Internet under the following terms and conditions:

1. **Conditional Privilege:** The Employee’s use of the district’s access to the Internet is a privilege conditioned on the Employee’s abiding by this agreement.
2. **Acceptable Use:** The Employee agrees that in using the District’s Internet access he/she will obey all federal and state laws and regulations. Internet access is provided as an aid to employees to enable them to better perform their job responsibilities. Under no circumstances shall an Employee’s use of the District’s Internet access interfere with, or detract from, the performance of his/her job-related duties.
3. **Penalties for Improper Use:** If the Employee violates this agreement and misuses the Internet, the Employee shall be subject to disciplinary action up and including termination.
4. **“Misuse of the District’s access to the Internet”** includes, but is not limited to, the following:
  - A. Using the Internet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing community standards;
  - B. Using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
  - C. Posting anonymous messages on the system;
  - D. Using encryption software;
  - E. Wasteful use of limited resources provided by the school, including paper;
  - F. Causing congestion of the network through lengthy downloads of files;
  - G. Vandalizing data of another user;
  - H. Obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
  - I. Gaining or attempting to gain unauthorized access to resources or files;
  - J. Identifying oneself with another person’s name or password or using an account or password of another user without proper authorization;
  - K. Using the network for financial or commercial gain without district permission;
  - L. Theft or vandalism of data, equipment, or intellectual property;
  - M. Invading the privacy of individuals;
  - N. Using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
  - O. Introducing a virus to, or otherwise improperly tampering with, the system;
  - P. Degrading or disrupting equipment or system performance;
  - Q. Creating a web page or associating a web page with the school or school district without proper authorization;
  - R. Attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;

- S. Providing access to the District's Internet Access to unauthorized individuals;
- T. Taking part in any activity related to Internet use which creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools;
- U. Making unauthorized copies of computer software; or
- V. Personal use of computers during instructional time.

5. Liability for debts: Staff shall be liable for any and all costs (debts) incurred through their use of the District's computers or the Internet including penalties for copyright violations.

6. No Expectation of Privacy: The Employees signing below agrees that in using the Internet through the District's access, he/she waives any right to privacy the Employee may have for such use. The Employee agrees that the district may monitor the Employee's use of the District's Internet Access and may also examine all system activities the Employee participates in, including, but not limited to, e-mail, voice, and video transmissions, to ensure proper use of the system.

7. Signature: The Employee, who has signed below, has read this agreement and agrees to be bound by its terms and conditions.

Employee's Signature: \_\_\_\_\_ Date \_\_\_\_\_

## **CLASSIFIED PERSONNEL JOB CLASSIFICATIONS**

**CENTRAL OFFICE CLERICAL** – The Central Office Clerical Classified Personnel shall consist of a number of employees adequate to carry out the administrative functions of the Crossett School District including, but not limited to: Superintendent Secretary, Special Services Secretary, Fiscal Personnel / Purchasing Clerk, Fiscal Personnel / Treasurer. Individual detailed job description on file in Superintendent's Office.

**BUILDING LEVEL CLERICAL** – The Building Level Clerical Classified Personnel shall consist of a number of employees adequate to carry out the building level functions of the Crossett School District including, but not limited to: Elementary School Office Aide, Elementary/Middle School Secretary, Jr. High/Senior High Secretary. Individual detailed job description on file in Superintendent's Office and at each Building Level Principal's Office.

**BUILDING LEVEL INSTRUCTIONAL** – The Building Level Instructional Classified Personnel shall consist of a number of employees adequate to carry out the building level functions of the Crossett School District including but not limited to: Alternative School Aide, Title I-Aide, Title I-Home Visitor, Title I-Lab Aide/Data Clerk, Classroom Aide, Independent Support Personnel, Instructional Support Personnel, Special Education Aide, Special Education Interpreter/Itinerant. Individual detailed job descriptions will be on file in Superintendent's Office and at each Building Level Principal's Office.

**FOOD SERVICE** – The Food Service Classified Personnel shall consist of a number of employees adequate to meet the demands of the lunchrooms of the Crossett School District including, but not limited to: Food Service Director, Cafeteria Manager and Cafeteria Personnel. Individual detailed job description will be on file in Food Service Director's Office and Superintendent's Office.

**MAINTENANCE** – The Maintenance Classified Personnel shall consist of a number employees adequate to meet the physical plant, property and grounds maintenance of the Crossett School District including, but not limited to: Head Custodian, Custodial Personnel/Level 2, Custodial Personnel / Level 3, Custodian, Custodian/Part-Time, Maintenance/Custodian, Maintenance/HVAC, Maintenance / Lead Worker and Maintenance/Mechanical. Individual detailed job descriptions will be on file in Superintendent's Office and in the Maintenance/Transportation Supervisor's Office.

**TRANSPORTATION** – The Transportation Classified Personnel shall consist of a number of employees adequate to meet student transportation needs of the Crossett School District including, but not limited to: Special Education-Transportation, Transportation Personnel, Transportation/Bus Mechanic and Bus Drivers. Individual detailed job descriptions will be on file in Superintendent's Office and in the Maintenance/Transportation Supervisor's Office.

**PROFESSIONAL** – The Professional Classified Personnel shall consist of a number of employees adequate to meet the demands of the Crossett School District in various professional support roles. Individual detailed job description on file in Superintendent's Office.

**JOB DETAIL FORM for each classified employee shall be on file in each Supervisor's Office. (See Exhibit)**

Date Adopted: May 10, 1993

**CROSSETT SCHOOL DISTRICT  
CLASSIFIED PERSONNEL  
JOB DETAIL FORM**

EMPLOYEE NAME: \_\_\_\_\_ Central Office Clerical \_\_\_\_\_  
Building Level Clerical \_\_\_\_\_  
JOB LOCATION: \_\_\_\_\_ Building Level Instructional \_\_\_\_\_  
Food Service \_\_\_\_\_  
JOB TITLE: \_\_\_\_\_ Maintenance \_\_\_\_\_  
Transportation \_\_\_\_\_  
Professional \_\_\_\_\_

Contract # \_\_\_\_\_ Months # \_\_\_\_\_ Hours Per Day Work Hours \_\_\_\_\_ to \_\_\_\_\_  
Contract \_\_\_\_\_ Salaried \_\_\_\_\_ Hourly Lunch Time \_\_\_\_\_ to \_\_\_\_\_

DUTY: \_\_\_\_\_

BREAK TIME: (when feasible) \_\_\_\_\_ to \_\_\_\_\_

IMMEDIATE SUPERVISOR: \_\_\_\_\_ TITLE: \_\_\_\_\_

JOB DETAIL:

DAILY SCHEDULE:

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Classified Personnel

ON FILE: Superintendent's Office \_\_\_\_\_ Bldg. Level Principal's Office \_\_\_\_\_  
Food Service Director's Office \_\_\_\_\_  
Maintenance/Transportation Supervisor's Office \_\_\_\_\_  
Special Education Supervisor's Office \_\_\_\_\_

Date Adopted: May 10, 1993

## LONGEVITY BENEFIT STIPEND POLICY

Due to the implementation of Act 773 of 1999, which prohibited school districts from making contributions to tax-qualified retirement plans on behalf of employees participating in the deferred retirement option plan, Crossett School District establishes this longevity benefit stipend.

This policy is not a substitute for the local T-Drop District Benefit Policy established in 1996-97 (as there are employees who elected to participate in the Arkansas Teacher Retirement T-Drop (Teacher Deferred Retirement Option) plan, they will become eligible for and shall be paid a longevity stipend, calculated on the payroll total for the previous year's service.

An employee transferring into the district from another district, who is participating in the ATRS T-Drop plan, shall be eligible for this benefit.

This benefit shall not be paid to employees who continue to participate in the normal Teacher Retirement Program beyond 29, 30, or 31 years who are not participating in the ATRS T-Drop plan.

This benefit shall not be paid to employees who continue to receive benefits from the local T-Drop District Benefit policy implemented in the 1996-97 school year, due to their participation prior to the February 1, 1999 date that the benefit was discontinued by Act 773 of 1999.

### **Benefit Stipend Amount**

The district will pay eligible employees an amount equal to what would have been the district's contribution to the Arkansas Teacher Retirement System on behalf of that employee (subject to receipt of such funds by the local District) had the employee continued to participate in the ATRS normal retirement plan.

At no time shall this benefit exceed 12 percent of the employee's prior year salary.

This stipend shall be provided in equal amounts according to the employee's normal contract payroll distribution.

This longevity benefit stipend shall cease upon the employee's retirement, resignation, suspension without pay, or termination during any given contract year.

This longevity benefit stipend shall be effective beginning with the 1999-2000 contract year, July 1, 1999.

## REQUIREMENTS FOR PARAPROFESSIONALS

No Child Left Behind (NCLB) requires that Title I paraprofessionals who have any student instructional contact be “highly qualified.” This requires that, at a minimum, they shall have:

1. completed at least 2 years of study at an institution of higher education;
2. obtained an associate's (or higher) degree;
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.”  
(The district must receive ADE approval.)

New employees hired as paraprofessionals are required to have met the qualifications criteria as an initial condition for employment. Title I paraprofessionals who have any student instructional contact already employed by the district as of January 8, 2002 must be able to meet the qualifications criteria by January 1, 2006.

The superintendent shall determine if, in his or her opinion, a paraprofessional employed by the district prior to January 8, 2002 may be reasonably expected to satisfy the requirements imposed by NCLB or state requirements by January 1, 2006. No later than 30 days prior to each paraprofessional’s contract commencement date the superintendent shall notify paraprofessional employees deemed unlikely to satisfy NCLB and/or state requirements that they are being recommended for non-renewal. In the event that, subsequent to contract renewal, the superintendent determines the paraprofessional employee does not meet the definition of “highly qualified,” it shall be grounds for termination of the paraprofessional’s contract of employment.

An exception to the highly qualified requirements of NCLB 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.

Legal Reference: 20 USC § 6319(c)(d)(e)

Date Adopted: December 15, 2005

**POLICY ON PAYMENT FOR UNUSED SICK LEAVE  
ANNUAL AND RETIRING OR RESIGNING  
FOR CLASSIFIED PERSONNEL**

**ANNUAL**

When a classified employee has accumulated 90 days sick leave and does not use the days of sick leave that were earned during the succeeding school year, the employee will be paid \$15.00 per day, not to exceed 9 days, for the sick leave that would be forfeited at the close of the school year.

**RETIRING OR RESIGNING**

Any classified person who retires or resigns from the Crossett School District and who:

- 1) has 15 or more years experience in education, and
- 2) has unused sick leave days accumulated, and
- 3) chooses not to transfer those days to another district

will have all those accumulated unused sick leave days purchased back from the resigning/retiring employee by the Crossett School District at the rate of one half of substitute pay per day.

Date Adopted: April 10, 2006

**T-DROP PARTICIPANTS OPTION**

Any employee who elects to enter the T-Drop program of the Arkansas Teacher Retirement System may choose to have those days purchased at the end of the last year of active membership thereby having this payment apply to their last year of calculated service.

The decision shall be made in writing to the Superintendent at least (10) ten days prior to the last payroll date of the active membership contract year.

The balance of sick days shall then be reduced to (0) zero and shall begin to accumulate again for the employee in the normal manner for remaining years of employment with the district.

Once a participant has been paid for unused sick leave under this option, the accumulated days acquire T-Drop years of employment shall not be paid for upon resignation or retirement.

An employee who elects to enter the T-Drop program is not required to have accumulated days purchased, and may opt to keep the days accumulated which will transfer to subsequent years under the normal manner described under sick leave policies.

Date Adopted: May 12, 2003

**TERMINATION AND NON-RENEWAL - 8.31**

For procedures relating to the termination and non-renewal of classified employees, please refer to the Public School Employee Fair Hearing Act A.C.A.

Date Adopted: December 15, 2005

### **POLITICAL ACTIVITY POLICY - 8.17**

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

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

1. Using students for preparation or dissemination of campaign materials;
2. Distributing political materials;
3. Distributing or otherwise seeking signatures on petitions of any kind;
4. Posting political materials; and
5. Discussing political matters with students, in or out of the classroom, in other than circumstances appropriate to the nature of the class.

Date Adopted: April 14, 2003

### **PUBLIC OFFICE POLICY - 8.9**

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/her absence.

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

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

Legal Reference: A.C.A. 6-17-115

Date Adopted: April 14, 2003

## **8.30—NONCERTIFIED PERSONNEL REDUCTION IN FORCE**

### **SECTION ONE**

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

In effecting a reduction in force, the primary goals of the school district shall be: what is in the best interests of the students; to maintain accreditation in compliance with the Standards of Accreditation for Arkansas Public Schools and/or the North Central Association; and the needs of the district. A reduction in force will be implemented when the superintendent determines it is advisable to do so and shall be effected through non-renewal, termination, or both. Any reduction in force will be conducted by evaluating the needs and long- 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 by October 1 of the current school year. 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, an employee who left the district and returned later will have the total years of service counted, from all periods of employment. Working fewer than 120 days in a school year shall not constitute a year. 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. This specifically does not allow a certified employee who might wish to assume a classified position to displace a classified employee.

Pursuant to any reduction in force brought about by consolidation or annexation and as a part of it, the salaries of all employees will be brought into compliance, by a partial RIF if necessary, with the receiving district's salary schedule. Further adjustments will be made if length of contract or job assignments change. A Partial RIF may also be conducted in conjunction with any job reassignment whether or not it is conducted in relation to an annexation or consolidation.

If a classified employee is non-renewed under this policy, he or she shall be offered an opportunity to fill a classified vacancy comparable as to pay, responsibility and contract length to the position from which the employee was non-renewed, and for which he or she is qualified for a period of up to two (2) years. The non-renewed employee shall be recalled for a period of two (2) years in reverse order of the layoff to any position for which he or she is qualified. Notice of vacancies 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.

### **SECTION TWO**

The employees of any school district which annexes to, or consolidates with, the Crossett District will be subject to dismissal or retention at the discretion of the school board, on the recommendation of the superintendent, solely on the basis of need for such employees on the part of the Crossett District, if any, at the time of the annexation or consolidation, or within ninety (90) days after the effective date of the annexation or consolidation. The need for any employee of the annexed or consolidated school district shall be determined solely by the superintendent and school board of the Crossett District.

Such employees will not be considered as having any seniority within the Crossett District and may not claim an entitlement under a reduction in force to any position held by a Crossett District employee prior to, or at the time of, or prior to the expiration of ninety (90) days after the consolidation or annexation, if the notification provision below is undertaken by the superintendent.

The superintendent shall mail or have hand-delivered the notification to such employee of his intention to recommend non-renewal or termination pursuant to a reduction in force within ninety (90) days of the effective date of the annexation or consolidation in order to effect the provisions of this section of the Crossett District's reduction-in-force policy. Any such employees who are non-renewed or terminated pursuant to Section Two are not subject to recall. Any such employees shall be paid at the rate for each person on the appropriate level on the salary schedule of the annexed or consolidated district during those ninety (90) days and/or through the completion of the reduction-in-force process.

This subsection of the reduction-in-force policy shall not be interpreted to provide that the superintendent must wait ninety (90) days from the effective date of the annexation or consolidation in order to issue notification of his intention to recommend dismissal through reduction-in-force, but merely that the superintendent has that period of time in which to issue notification so as to be able to invoke the provisions of this section.

The intention of this section is to ensure that those Crossett District employees who are employed prior to the annexation or consolidation shall not be displaced by employees of the annexed or consolidated district by application of the reduction-in-force policy.

Legal Reference: A.C.A. § 6-17-2407

Date Adopted: December 15, 2005

Last Revised: May 14, 2011

### **REIMBURSEMENT OF EXPENSES - 8.14**

Employees shall be reimbursed for personal and/or travel expenses incurred while performing duties or attending workshops or other employment-related functions, provided that prior written approval for the activity for which the employee seeks reimbursement has been received from the Superintendent, principal (or other immediate supervision with the authority to make school approvals), or the appropriate designee of the Superintendent.

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

Reimbursement claims must be made on forms provided by the District and must be supported by appropriate, original receipts. Copies of receipts or other documentation are not acceptable, except in extraordinary circumstances.

Last Revised: January 10, 2005

### **RENEWAL OF CONTRACTS FOR CLASSIFIED PERSONNEL**

The following procedures shall be followed in the annual renewal of contracts for classified personnel.

- A. Contract renewal for classified personnel will be considered annually in April by the Board of Education.
- B. In the event that salary schedules are under revision due to the requirements of the law and/or district initiated changes, a preliminary contract will be issued stating qualifications assignment, duties, and a tentative compensation, subject to adjustment according to any changes made in the salary schedule. Return of a signed preliminary contract will be considered acceptance of the position with obligations of both parties in full force, as with the return of a renewal contract under ordinary conditions.
- C. Changes in compensation, assignments, and duties shall be described in addendum signed by the superintendent and the employee, and attached to the original contract. The addendum shall reference board action approving such changes.

## CLASSIFIED PERSONNEL REPRIMAND & DISMISSAL POLICY

### General:

Since the efficient operation of the school district and the safety of its personnel and students must take precedence over other considerations, certain rules and restrictions must be placed upon the individual for the sake of the entire group.

When an employee violates Crossett School District rules or policies, said employee will be subject to reprimand procedures for minor violations (1-4 listed below) and/or recommendation to the superintendent for immediate dismissal for major violations (5- 12 listed below).

The employee, upon request, may receive a hearing from the Board of Education, conducted in the manner and under procedures established by Act 631 of 1991.

### PROCEDURES:

Following is a list of violations which, if committed, will be sufficient grounds for disciplinary action up to and including discharge. This list is not all inclusive of every action or conduct that may result in disciplinary action or dismissal.

#### MINOR VIOLATIONS

1. Excessive unexcused absenteeism or tardiness
2. Excessive, unauthorized or unnecessary absence from assigned work area, loitering or refusal to do work assignment
3. Gambling, lottery, or any other game of chance on school district property
4. Poor job performance

#### MAJOR VIOLATIONS

5. Falsification of personnel or other records
6. Personal possession of weapons on the premises at any time
7. Removal of school district, records or confidential information from premises without proper authority
8. Willful abuse, misuse, destruction, removal, theft or misappropriation of any property belonging to the school district, any employee, or any student
9. Possession, consumption or reporting to work under the influence of alcohol, non-prescribed drugs or controlled substance
10. Disregard of known safety rules or unsafe or unauthorized operation of machines and equipment including motor driven vehicles
11. Immoral conduct, indecency, or sexual harassment; including abusive or foul language
12. Threatening, fighting, intimidating, coercing, or interfering with employees or supervisor at any time
13. Any actions or conduct deemed unsafe or inappropriate

### General reprimand procedures shall be as follows:

**VIOLATION 1:** The employee will receive an oral reprimand when a first minor violation is committed. A note concerning the date and reason for the reprimand will be inserted in the employee's personnel file by the supervisor. (These minor violations include numbers 1 - 4 on previous page.)

**VIOLATION 2:** The employee will receive a written reprimand (Exhibit attached) when a second minor violation is committed. (These minor violations include numbers 1 - 4 on previous page.)

**VIOLATION 3:** When there is a third minor violation committed, a three-day disciplinary suspension without pay will be imposed. On some first major violations a three-day suspension may be imposed and/or immediate dismissal may be recommended. (These major violations include numbers 5 - 12 on previous page.)

**VIOLATION 4:** The fourth minor violation or any major violation shall constitute immediate suspension with recommendation for dismissal. (These major violations include numbers 5 - 12 on previous page.)

Date Adopted: February, 2004

**CROSSETT SCHOOL DISTRICT  
Reprimand Report**

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_      \_\_\_\_ Initial Warning      \_\_\_\_ Subsequent Notice

Employee: \_\_\_\_\_

Job Title: \_\_\_\_\_

Worksite(s): \_\_\_\_\_

Responsibility (in general): \_\_\_\_\_

\_\_\_\_\_

Write a brief description of the PROBLEM (includes dates, times, and other information as necessary).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Write a brief description of the REMEDIATION (includes requirements, conditions, deadlines, information sources, and expectations).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Write a brief description of the CONSEQUENCES if remediation is not fulfilled.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**(SIGNATURE INDICATES CONFERENCE WAS HELD, AND DOES NOT NECESSARILY INDICATE EMPLOYEE AGREES WITH REPRIMAND. EMPLOYEE HAS THE RIGHT TO COMMENT ON REPRIMAND. WRITE ANY COMMENTS ON THE BACK OF THIS FORM.)**

Signature of Supervisor: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date Adopted: February, 2004

**ADMINISTRATION      2011-2012      CROSSETT SCHOOL DISTRICT**

sp prgm sec	fis clerk	supt sec	acct pay	payroll	food sup	recp/fd	sp ed sec
\$24,652.18	\$24,652.75	\$27,143.79	\$31,640.14	\$36,376.61	\$31,679.30	\$17,474.77	\$22,597.84
\$24,844.16	\$24,844.72	\$27,355.69	\$31,880.20	\$36,654.59	\$31,920.31	\$17,608.70	\$22,773.81
\$25,037.64	\$25,038.23	\$27,569.27	\$32,122.18	\$36,934.78	\$32,163.24	\$17,745.59	\$22,951.17
\$25,232.70	\$25,233.27	\$27,784.57	\$32,366.10	\$37,217.22	\$32,408.11	\$17,881.04	\$23,129.98
\$25,429.30	\$25,429.87	\$28,001.56	\$32,611.96	\$37,501.90	\$32,654.94	\$18,019.44	\$23,310.18
\$25,627.47	\$25,628.06	\$28,220.35	\$32,859.80	\$37,767.54	\$32,903.76	\$18,157.83	\$23,491.85
\$25,827.24	\$25,827.83	\$28,440.86	\$33,109.61	\$38,078.14	\$33,154.56	\$18,297.72	\$23,674.97
\$26,028.60	\$26,029.21	\$28,663.13	\$33,361.43	\$38,369.72	\$33,407.36	\$18,439.09	\$23,859.55
\$26,231.57	\$26,232.18	\$28,887.17	\$33,615.26	\$38,663.64	\$33,662.19	\$18,581.97	\$24,045.60
\$26,436.16	\$26,436.77	\$29,113.01	\$33,871.11	\$38,959.91	\$33,919.06	\$18,724.81	\$24,233.15
\$26,642.40	\$26,643.02	\$29,340.67	\$34,129.02	\$39,258.54	\$34,177.98	\$18,869.17	\$24,422.20
\$26,850.29	\$26,850.90	\$29,570.13	\$34,389.00	\$39,559.57	\$34,438.98	\$19,015.01	\$24,612.76
\$27,059.82	\$27,060.45	\$29,801.44	\$34,651.04	<del>\$38,631</del>	\$34,702.06	\$19,162.34	\$24,804.84
\$27,059.82	\$27,060.45	\$29,801.44	\$34,651.04	<del>\$38,631</del>	\$34,702.06	\$19,162.34	\$24,804.84
\$27,059.82	\$27,060.45	\$29,801.44	\$34,651.04	<del>\$38,631</del>	\$34,702.06	\$19,162.34	\$24,804.84
240/8	240/8	240/8	240/8	240/8	240/8	240/8	220/8

**Adopted 3/29/10**

CAMPUS 2011 - 2012

CROSSETT SCHOOL DISTRICT

PARAPRO	INST AST	ABC TCH	205 SEC	215 SEC	240 SEC	mu) PRO/RN	ROTC	ROTC	TIPS
\$12,105.10	\$14,919.65	\$21,781.09	\$15,346.23	\$16,513.57	\$18,858.01	\$25,438.69	\$52,929.68	\$62,392.88	\$16,087.42
\$12,198.50	\$15,156.73	\$22,127.86	\$15,465.25	\$16,641.48	\$19,004.83	\$26,371.91	\$52,929.68	\$62,392.88	\$16,194.79
\$12,292.63	\$15,393.82	\$22,480.14	\$15,585.37	\$16,770.50	\$19,151.65	\$27,341.44	\$52,929.68	\$62,392.88	\$16,303.00
\$12,387.52	\$15,630.90	\$22,832.46	\$15,705.49	\$16,900.63	\$19,300.69	\$28,348.68	\$52,929.68	\$62,392.88	\$16,412.11
\$12,483.17	\$15,868.05	\$23,184.75	\$15,827.83	\$16,985.39	\$19,449.72	\$29,395.10	\$52,929.68	\$62,392.88	\$16,522.07
\$12,579.59	\$16,105.07	\$23,537.06	\$15,950.18	\$17,164.24	\$19,600.99	\$30,482.23	\$52,929.68	\$62,392.88	\$16,632.93
\$12,676.77	\$16,342.15	\$23,894.70	\$16,073.64	\$17,296.59	\$19,753.37	\$31,611.65	\$52,929.68	\$62,392.88	\$16,744.67
\$12,774.73	\$16,579.24	\$24,252.37	\$16,198.21	\$17,538.13	\$19,906.86	\$32,785.00	\$52,929.68	\$62,392.88	\$16,857.30
\$12,873.49	\$16,816.32	\$24,604.82	\$16,323.90	\$17,566.86	\$20,061.46	\$34,003.99	\$52,929.68	\$62,392.88	\$16,970.83
\$12,973.03	\$17,053.41	\$24,957.28	\$16,450.69	\$17,702.57	\$20,217.18	\$35,270.40	\$52,929.68	\$62,392.88	\$17,085.26
\$13,073.36	\$17,290.49	\$25,309.73	\$16,578.60	\$17,840.48	\$20,374.00	\$36,586.08	\$52,929.68	\$62,392.88	\$17,200.61
\$13,174.50	\$17,527.57	\$25,667.17	\$16,706.51	\$17,979.51	\$20,533.06	\$37,952.94	\$52,929.68	\$62,392.88	\$17,316.90
\$13,276.44	\$17,764.66	\$26,019.80	\$16,836.64	\$18,118.54	\$20,692.10	\$39,372.96	\$52,929.68	\$62,392.88	\$17,434.11
\$13,276.44	\$18,001.88	\$26,372.45	\$16,836.64	\$18,118.54	\$20,692.10	\$39,372.96	\$52,929.68	\$62,392.88	\$17,434.11
\$13,276.44	\$18,238.83	\$26,725.09	\$16,836.64	\$18,118.54	\$20,692.10	\$39,372.96	\$52,929.68	\$62,392.88	\$17,434.11
	\$18,475.90								
	\$18,646.33								
	\$18,879.25								
	\$19,112.16								
180/7	180/7	190/7	205/7	215/7	240/7	195/7	240/8	240/8	220/7

DISTRICT 2011-2012

RN	LPN	SCL WRKR	TECH II	TECH I
\$24,438.6	\$23,827.4	\$37,821.6	\$32,000.0	\$20,677.4
\$25,371.9	\$24,013.70	\$38,395.3	\$32,155.0	\$20,837.6
\$26,341.4	\$24,201.4	\$38,968.9	\$32,310.0	\$20,999.0
\$27,348.6	\$24,390.7	\$39,542.6	\$32,465.0	\$21,161.8
\$28,395.1	\$24,581.5	\$40,116.3	\$32,620.0	\$21,325.8
\$29,482.2	\$24,773.8	\$40,690.0	\$32,775.0	\$21,491.1
\$30,611.6	\$24,967.6	\$41,263.6	\$32,930.0	\$21,657.8
\$31,785.0	\$25,163.0	\$41,837.3	\$33,085.0	\$21,825.8
\$33,003.9	\$25,360.0	\$42,411.0	\$33,240.0	\$21,995.2
\$34,270.4	\$25,558.5	\$42,984.7	\$33,395.0	\$22,165.9
\$35,586.0	\$25,758.6	\$43,558.4	\$33,550.0	\$22,338.0
\$36,952.9	\$25,960.4	\$44,078.9	\$33,705.0	\$22,511.4
\$38,372.9	\$26,163.7	\$44,705.7	\$33,860.0	\$22,686.3
\$38,372.9	\$26,163.7	\$45,279.4	\$34,015.0	\$22,686.3
\$38,372.9	\$26,163.7	\$45,853.1	\$34,170.0	\$22,686.3
		\$46,426.		
		\$46,426.7		
		\$46,426.7		
		\$46,426.7		
205/7	205/7	205/7	240/8	240/8

Cafeteria 2011-2012

CAF COOK	CAF MGR
\$8.04	\$9.85
\$8.09	\$9.92
\$8.16	\$9.99
\$8.24	\$10.09
\$8.29	\$10.16
\$8.36	\$10.25
\$8.42	\$10.31
\$8.48	\$10.39
\$8.56	\$10.48
\$8.61	\$10.56
\$8.67	\$10.63
\$8.75	\$10.72
\$8.81	\$10.80
\$8.81	\$10.80
\$8.81	\$10.80
183/VARIES	183/7 HOURS

MAINTENANCE TRANSPORTATION

2011 - 2012

BUS	SUB BUS	TRIP	BUS AID	CRS GRD	CR/GR CORP	CUST	MNT SEC	DIST MNT	MECH	CRPTR	HVAC	MNT/TRN
\$23.00	\$21.00	\$12.00	\$7.98	\$13.69	\$15.91	\$9.24	\$11.27	\$11.11	\$18.71	\$15.21	\$18.71	\$54,505.46
\$23.00	\$21.00	\$12.00	\$7.98	\$13.69	\$15.91	\$9.24	\$11.36	\$11.11	\$18.87	\$15.32	\$18.87	\$54,928.50
\$23.00	\$21.00	\$12.00	\$7.98	\$13.69	\$15.91	\$9.24	\$11.43	\$11.11	\$19.00	\$15.45	\$19.00	\$55,354.94
\$23.00	\$21.00	\$12.00	\$7.98	\$13.69	\$15.91	\$9.24	\$11.53	\$11.11	\$19.16	\$15.57	\$19.16	\$55,784.77
\$23.00	\$21.00	\$12.00	\$7.98	\$13.69	\$15.91	\$9.24	\$11.61	\$11.11	\$19.30	\$15.68	\$19.30	\$56,218.06
\$23.00	\$21.00	\$12.00	\$7.98	\$13.69	\$15.91	\$9.47	\$11.71	\$11.34	\$19.44	\$15.80	\$19.44	\$56,654.81
\$23.00	\$21.00	\$12.00	\$7.98	\$13.69	\$15.91	\$9.47	\$11.80	\$11.34	\$19.59	\$15.92	\$19.59	\$57,095.05
\$23.00	\$21.00	\$12.00	\$7.98	\$13.69	\$15.91	\$9.47	\$11.89	\$11.34	\$19.75	\$16.04	\$19.75	\$57,538.80
\$23.00	\$21.00	\$12.00	\$7.98	\$13.69	\$15.91	\$9.47	\$11.99	\$11.34	\$19.88	\$16.16	\$19.88	\$57,986.12
\$23.00	\$21.00	\$12.00	\$7.98	\$13.69	\$15.91	\$9.47	\$12.08	\$11.34	\$20.05	\$16.28	\$20.05	\$58,437.01
\$23.00	\$21.00	\$12.00	\$7.98	\$13.69	\$15.91	\$9.69	\$12.18	\$11.56	\$20.20	\$16.40	\$20.20	\$58,891.50
\$23.00	\$21.00	\$12.00	\$7.98	\$13.69	\$15.91	\$9.69	\$12.27	\$11.56	\$20.35	\$16.53	\$20.35	\$59,349.63
\$23.00	\$21.00	\$12.00	\$7.98	\$13.69	\$15.91	\$9.69	\$12.35	\$11.56	\$20.52	\$16.65	\$20.52	\$59,811.43
\$23.00	\$21.00	\$12.00	\$7.98	\$13.69	\$15.91	\$9.69	\$12.35	\$11.56	\$20.52	\$16.65	\$20.52	\$59,811.43
\$23.00	\$21.00	\$12.00	\$7.98	\$13.69	\$15.91	\$9.69	\$12.35	\$11.56	\$20.52	\$16.65	\$20.52	\$59,811.43
8/VARIES	178/VARIES	178/VARIES	178/VARIES	178/VARIES	178/VARIES	248/S	248/8	248/8	248/8	248/8	248/8	240/8

Crossett School District Calendar 2011 2012

August 1-8 (6 days)	Staff Development	1— 6 (Flex Days)
August 9-12 (4 days)	Staff Development	7-10
August 15 (Monday)	First Day of School	
September 5 (School Dismissed)	Labor Day	
September 13 (Tuesday)	1st P/T Conference/Progress Reports 3hrs.	
October 12 (42 days — Tuesday)	End of 1st Nine Weeks	
October 13 (Wednesday)	First day of 2nd Nine Weeks	
October 18(Tuesday)	2nd P/T Conference/Report Cards 3 hrs.	
November 17 (Thursday)	2 <sup>nd</sup> 9-Weeks Progress Reports	
<b>November 21-25 (5 days)</b>	<b>Thanksgiving Holiday</b>	
December 16 (42 days - Friday)	End of 2nd Nine Weeks	
<b>December 17 — January 2 (11 days)</b>	<b>Christmas Holidays</b>	
January 3 (Tuesday)	First Day of 3rd Nine Weeks	
<b>January 16 (School Dismissed)</b>	<b>Martin Luther King, Jr. Holiday</b>	
February 2 (Thursday)	3rd P/T Conference/Progress Reports 3 hrs.	
<b>February 20 (School Dismissed)</b>	<b>President's Day</b>	
March 9 (47 days - Friday)	End of 3rd Nine Weeks	
March 12 (Monday)	First Day of 4th Nine Weeks	
<b>March 19-23 (5 days)</b>	<b>Spring Break</b>	
March 15 (Thursday)	4th P/T Conference/Report Cards 3 hrs. <b>Good Friday</b>	
<b>April 6 (Friday)</b>		
April 19 (Thursday)	4 <sup>th</sup> 9-Weeks Progress Reports	
May 22 (Tuesday)	Superintendent's Award Ceremony	
May 23 (47 days)	Last Day of School	
May 28 ( <b>Monday</b> )	<b>Memorial Day</b>	
May 24 - 31	Inclement Weather Days	
1 <sup>st</sup> 9 Weeks	42 Days	
2 <sup>nd</sup> 9 Weeks	42 Days	Total Teacher Days
3 <sup>rd</sup> 9 Weeks	47 Days	Total Staff Development Days
4 <sup>th</sup> 9 Weeks	47 Days	Total Conference Days
Total	178 Days	Total Days of School

Five (5) inclement weather/make-up days are included in the calendar. If no make-up days are needed, the last day of school will be May 23.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: March 10, 2011

Last Revised:

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

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

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

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

Cross Reference: 6.10—SEX OFFENDERS ON CAMPUS (MEGAN'S LAW)

Legal Reference: A.C.A. § 12-12-913 (g) (2); Arkansas Department of Education Guidelines for  
"Megan's Law"; A.C.A. § 5-14-131

Date Adopted: June 11, 2007

Last Revised:

## **8.20— NONCERTIFIED PERSONNEL SEXUAL HARASSMENT**

The Crossett 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 educational 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.

Believing that prevention is the best policy, the district will periodically inform students and employees about the nature of sexual harassment, the procedures for registering a complaint, and the possible redress that is available. The information will stress that the district does not tolerate sexual harassment and that students and employees can report inappropriate behavior of a sexual nature without fear of adverse consequences.

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 will be subject to disciplinary action up to, and including, termination.

Sexual harassment refers to unwelcome sexual advances, requests 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 terms "intimidating," "hostile," and "offensive" include conduct of a 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: students; employees and students; non-employees and students; employees; employees and non-employees.

Actionable sexual harassment is generally established when an individual is exposed to a pattern of objectionable behaviors or when a single, serious act is committed. What is, or is not, sexual harassment will depend upon all of the surrounding circumstances. Depending upon such circumstances, examples of sexual harassment include, but are not limited to: unwelcome touching; crude jokes or pictures; discussions of sexual experiences; pressure for sexual activity; intimidation by words, actions, insults, or name calling; teasing related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual, regardless of whether or not the individual self-identifies as homosexual; and spreading rumors related to a person's alleged sexual activities.

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. Under no circumstances shall an employee be required to first report allegations of sexual harassment to a school contact person if that person is the individual who is accused of the harassment. 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 provide inaccurate facts, or otherwise hinder an investigation of sexual harassment shall be subject to disciplinary action up to and including termination.

**Note:** This policy is similar to Policy 3.26. If you change this policy, review 3.26 at the same time to ensure applicable consistency between the two.

Date Adopted: January 10, 2005

Last Revised: May 14, 2011

## **SUPERVISION OF STUDENTS POLICY - 8.21**

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

Date Adopted: April 14, 2003

## **TERMINATION & NON-RENEWAL - 8.31 CLASSIFIED EMPLOYEES FAIR HEARING ACT**

For procedures relating to the termination and non-renewal of classified employees, please refer to the Public School Employees 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.

Legal Reference: A.C.A. § 6-17-2301

Date Adopted: December 15, 2005

## **TOBACCO USE POLICY - 8.15**

Smoking or the use of tobacco, or product containing tobacco in any form, in or on any property owned or leased by the district, including buses or other school vehicles, is prohibited.

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

Legal Reference: A.C.A. § 6-21-609

Date Adopted: April 14, 2003

## **CLASSIFIED PERSONNEL TRANSFER AND/OR REASSIGNMENT POLICY**

The Superintendent shall have authority to assign, reassign and transfer all employees in schools within their jurisdiction.

Openings, other than reassignments, assignments, or transfers, within the system will be advertised by placing the vacancy notice on the bulletin board in each office.

The Superintendent will consider current staff members for vacancies within the district. The final decision for any recommendation to fill any vacancy is the responsibility of the Superintendent. This recommendation covers all professional positions except that of Superintendent.

Date Adopted: December 15, 2005

Last Revised: May 31, 2006

## **TUITION FOR COLLEGE CREDITS**

As long as funds are available, the Crossett School District will pay the cost of tuition for college credit for employees that meet the following criteria:

- a. Must be a current employee with a contract for the school term following the completion of the college credit.
- b. Eligible employees must first apply through the Arkansas Department of Higher Education's Teacher Opportunity Program (TOP) Reimbursement Grant or utilize other similar grant opportunities before applying for tuition reimbursement the district. If these grants are not awarded or the employee does not qualify, the district will reimburse the tuition according to the district's policy.
- c. College credit courses must count toward a teaching degree or other certification areas approved by the building principal and the Assistant Superintendent responsible for curriculum or the Superintendent.

The district will pay tuition for a total of 36 hours per employee. This does not include fees, other than tuition, for online courses or other fees unless the employee is taking courses to be certified in an area requested by the district. The tuition will be based on the University of Arkansas at Monticello's graduate tuition rate. If UAM does not offer the courses for certification the tuition rate will be that of the institution from which the course is taken. That institution's tuition rate will be paid until the employee has completed certification. Employees have three (3) years to complete their degree unless an extension has been approved by the Superintendent.

- d. Tuition paid on behalf of an employee by the Crossett School District will be forgiven in one-year increments, beginning with the next school year after the class is taken, for five years. Should an employee resign before the end of the five-year period, after the class is completed, a refund must be made for the "unforgiven years" for each class before the employee may receive his/her last payroll check.

EXAMPLE: Classes taken 7/1/2007-6/30/08 of the 2007/2008 school year will be forgiven one-fifth for each of the following: 2008-2009, 2009-2010, 2010-2011, 2011-2012, 2012-2013. If the employee resigns at the end of the 2010-2011 year, that person owes two-fifths of the tuition, as three of the five years would already have been forgiven.

- e. The employee must complete the attached contract and return to the District Treasurer of the district.

Adopted by the Crossett Board of Education: May 11, 2009

**CONTRACT WITH THE CROSSETT SCHOOL DISTRICT  
FOR TUITION FOR COLLEGE CREDIT**

I \_\_\_\_\_ enter into this contract with the Crossett School District for payment of tuition in the amount of \$\_\_\_\_\_ for the following college courses:

<u>Course Name &amp; Number</u>	<u># hours</u>	<u>Tuition Cost</u>
---------------------------------	----------------	---------------------

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- A. I understand that the tuition will be sent directly to the college when I present the college bill to the district or reimbursed to me when I present the district a copy of the bill marked paid by the college.
- B. I understand that I must reimburse the district if I fail to pass or complete the course for credit.
- C. I understand that I must reimburse the district for tuition on a pro-rated share if I fail to continue working for the district in the area of college credit for five years.
- D. I will provide a transcript to the district when the courses are completed.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**(No request will be processed without a notarized signature.)**

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

*Subscribed and sworn before me, a Notary Public in and for the county and state*

**Aforesaid, this the** \_\_\_\_\_ **day of** \_\_\_\_\_, **20**\_\_\_\_\_.

---

**Notary Public**

Approval:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

Adopted by the Crossett Board of Education: May 11, 2009

## **8.29—NONCERTIFIED PERSONNEL VIDEO SURVEILLANCE AND OTHER MONITORING**

The Board of Directors has a responsibility to maintain discipline, protect the safety, security, and welfare of its students, staff, and visitors while at the same time safeguarding district facilities, vehicles, and equipment. As part of fulfilling this responsibility, the board authorizes the use of video/audio surveillance cameras, automatic identification, data compilation devices, and technology capable of tracking the physical location of district equipment, students, and/or personnel.

The placement of video/audio surveillance cameras shall be based on the presumption and belief that students, staff and visitors have no reasonable expectation of privacy anywhere on or near school property, facilities, vehicles, or equipment, with the exception of places such as rest rooms or dressing areas where an expectation of bodily privacy is reasonable and customary.

Signs shall be posted on district property and in or on district vehicles to notify students, staff, and visitors that video cameras may be in use. Violations of school personnel policies or laws caught by the cameras and other technologies authorized in this policy may result in disciplinary action.

The district shall retain copies of video recordings until they are erased which may be accomplished by either deletion or copying over with a new recording.

Videos, automatic identification, or data compilations containing evidence of a violation of district personnel policies and/or state or federal law shall be retained until the issue of the misconduct is no longer subject to review or appeal as determined by board policy or staff handbook; any release or viewing of such records shall be in accordance with current law.

Staff who vandalize, damage, defeat, disable, or render inoperable (temporarily or permanently) surveillance cameras and equipment, automatic identification, or data compilation devices shall be subject to appropriate disciplinary action and referral to appropriate law enforcement authorities.

Video recordings and automatic identification or data compilation records may become a part of a staff member's personnel record.

Date Adopted: January 8, 2005

Last Revised: May 14, 2011

**RELEASE OF STUDENT'S FREE AND REDUCED PRICE MEAL  
ELIGIBILITY INFORMATION - 8.35**

As part of the district's participation in the National School Lunch Program and the School Breakfast Program, the district collects eligibility data from its students. The data's confidentiality is very important and is governed by federal law. The district has made the determination to release student eligibility status or information as permitted by law. Federal law governs how eligibility data may be released and to whom. The district will take the following steps to ensure its confidentiality:

Some data may be released to government agencies or programs authorized by law to receive such data without parental consent, while other data may only be released after obtaining parental consent. In both instances, allowable information shall only be released on a need to know basis to individuals authorized to receive the data. The recipients shall sign an agreement with the district specifying the names or titles of the persons who may have access to the eligibility information. The agreement shall further specify the specific purpose(s) for which the data will be used and how the recipient(s) shall protect the data from further, unauthorized disclosures.

The superintendent shall designate the staff member(s) responsible for making eligibility determinations. Release of eligibility information to other district staff shall be limited to as few individuals as possible who shall have a specific need to know such information to perform their job responsibilities. Principals, counselors, teachers, and administrators shall not have routine access to eligibility information or status.

Each staff person with access to individual eligibility information shall be notified of their personal liability for its unauthorized disclosure and shall receive appropriate training on the laws governing the restrictions of such information.

Legal References:     Commissioner's Memos IA-05-018, FIN 09-041, and IA 99-011

ADE Eligibility Manual for School Meals Revised July 2008  
7 CFR 210.1 – 210.31  
7 CFR 220.1 – 220.22  
42 USC 1758(b)(6)

Date Adopted: June 8, 2009  
Last Revised:

## **CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION - 8.36**

The district provides Workers' Compensation Insurance, as required by law. Employees who sustain **any** injury at work must immediately notify their immediate supervisor, or in the absence of their immediate supervisor notify the payroll officer. An injured employee must fill out a Form N and the employee's supervisor will determine whether to report the claim or to file the paperwork if the injury requires neither medical treatment or lost work time. While many injuries will require no medical treatment or time lost at work, should the need for treatment arise later, it is important that there be a record that the injury occurred. All employees have a duty to provide information and make statements as requested for the purposes of the claim assessment and investigation.

For injuries requiring medical attention, the district will exercise its right to designate the initial treating physician and an injured employee will be directed to seek medical attention, if necessary, from a specific physician or clinic.

Workers' Compensation absences may be designated as FMLA absences when the criteria are met under FMLA for a serious health condition.

An employee who is absent from work due to a workplace injury or receiving temporary disability benefits due to a Workers' Compensation claim will utilize any sick leave accumulation he or she may have at the rate of 1/3 of a sick leave day for day of absence to bring the total amount of combined income up to 100% of usual contracted pay, unless the employee gives the school district written notice to not use sick leave days in this manner. No employee may realize a net compensation gain from a combination of Workers' Compensation benefits and sick leave in excess of contracted pay. Sick leave days used for workplace injuries will not be restored to the employee.

Legal References: Ark. Workers Compensation Commission RULE 099.33 - MANAGED CARE  
A.C.A. § 11-9-508(d)(5)(A)  
A.C.A. § 11-9-514(a)(3)(A)(i)

Date Adopted: June 8, 2009

Last Revised:

## **8.37—CLASSIFIED PERSONNEL SOCIAL NETWORKING AND ETHICS**

District staff are encouraged to use educational technology, the Internet, and professional/education social networks to help raise student achievement and to improve communication with parents and students. However, technology and social networking websites

also offer staff many ways they can present themselves unprofessionally and/or interact with students inappropriately.

It is the duty of each staff member to appropriately manage all interactions with students, regardless of whether contact or interaction with a student occurs face-to-face or by means of technology, to ensure that the appropriate staff/student relationship is maintained. This includes instances when students initiate contact or behave inappropriately themselves.

Public school employees are, and always have been, held to a high standard of behavior. Staff members are reminded that whether specific sorts of contacts are permitted or not specifically forbidden by policy, they will be held to a high standard of conduct in all their interactions with students. Failure to create, enforce and maintain appropriate professional and interpersonal boundaries with students could adversely affect the District's relationship with the community and jeopardize the employee's employment with the district.

**Definitions:**

Social networking websites are online groups of Internet users allowing communication between multiple individuals. The fundamental purpose of social networking websites is to socialize. Examples include, but are not limited to, Facebook, MySpace, and Twitter. Staff members are discouraged from creating personal social networking sites to which they invite students to be friends or followers. Employees taking such action do so at their own risk and are advised to monitor the site's privacy settings regularly.

Professional/education social networks are education oriented websites designed to allow and encourage staff and students to communicate and collaborate around school subjects and projects. District employees may set up blogs and other professional/education social networking accounts using District resources and following District guidelines<sup>1</sup> to promote communications with students, parents, and the community concerning school-related activities and for the purpose of supplementing classroom instruction. Accessing professional/education social networks during school hours is permitted.

Blogs are a type of networking and can be either social or professional in their orientation. Professional blogs, approved by the principal or his/her designee, are encouraged and can provide a place for staff to inform students and parents on school related activities. Social blogs are discouraged to the extent they involve staff and students in a non-education oriented format.

Staff are reminded that the same relationship, exchange, interaction, information, or behavior that would be unacceptable in a non-technological medium, is unacceptable when done through the use of technology. In fact, due to the vastly increased potential audience digital dissemination presents, extra caution must be exercised by staff to ensure they don't cross the line of acceptability. A good rule of thumb for staff to use is, "if you wouldn't say it face-to-face in a group, don't say it online."

Whether permitted or not specifically forbidden by policy, or when expressed in an adult-to-adult, face-to-face context, what in other mediums of expression could remain private opinions, when expressed by staff on a social networking website, have the potential to be disseminated far beyond the speaker's desire or intention.

This could undermine the public's perception of the individual's fitness to interact with students, thus undermining the employee's effectiveness. In this way, the expression and publication of such opinions, could potentially lead to disciplinary action being taken against the staff member, up to and including termination or nonrenewal of the contract of employment.

Accessing social networking websites for personal use during school hours is prohibited, except during breaks or preparation periods. Staff are discouraged from accessing social networking websites on personal equipment during their breaks and/or preparation periods because, while this is not prohibited, it may give the public appearance that such access is occurring during instructional time. Staff shall not access social networking websites using district equipment at any time, including during breaks or preparation periods, except in an emergency situation or with the express prior permission of administration. All school district employees who participate in social networking websites shall not post any school district data, documents, photographs, logos, or other district owned or created information on any website. Further, the posting of any private or confidential school district material on such websites is strictly prohibited.

Specifically, the following forms of technology based interactivity or connectivity are expressly permitted :

- Creation of administratively approved and sanctioned "groups" on social networking websites that permit the broadcast of information without granting students access to staff member's personal information.

Specifically, the following forms of technology based interactivity or connectivity are expressly forbidden:

- Sharing personal landline or cell phone numbers with students;

- Text messaging students;
- Emailing students other than through and to school controlled and monitored accounts;
- Soliciting students as friends or contacts on social networking websites;
- Accepting the solicitation of students as friends or contacts on social networking websites;
- Sharing personal websites or other media access information with students through which the staff member would share personal information and occurrences.

Date Adopted: June 13, 2011  
Last Revised:

### **8.38—NONCERTIFIED PERSONNEL VACATIONS**

240 day contracted employees are credited with 10 days of vacation at the beginning of each fiscal year. This is based on the assumption that a full contract year will be worked. If an employee fails to finish the contract year due to resignation or termination, the employee's final check will be reduced at the rate of .833 days per month, or major portion of a month, for any days used but not earned.

All vacation time must be approved by the principal, supervisor, or the superintendent who shall consider the staffing needs of the district in making his/her determination.

No employee shall be entitled to more than 15 days of vacation as of the first day of each fiscal year. No employee shall be entitled to more than 20 days of vacation as of the first day of each fiscal year. The permissible carry forward includes the 10 days credited upon the start of the fiscal year. Employees earn 10 vacation days per fiscal year and have until 12/31 of the following year to use them. So an employee can have up to 20 vacation days until the end of the calendar year.

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Last Revised:

### **8.39—DEPOSITING COLLECTED FUNDS**

From time to time, staff members may collect funds in the course of their employment. It is the responsibility of any staff member to deposit such funds they have collected at least twice a week into the appropriate accounts for which they have been collected. The Superintendent or his/her designee shall be responsible for determining the need for receipts for funds collected and other record keeping requirements and of notifying staff of the requirements.

Staff that use any funds collected in the course of their employment for personal purposes, or who deposit such funds in a personal account, may be subject to discipline up to and including termination.

Date adopted: June 13, 2011

Last Revised: