

## CHAPTER V

### CLASSIFIED EMPLOYEES

#### A. General Employment Information and Policies

1. Definition: Classified personnel are those employees who are not required by the State Department of Education to hold a teaching certificate, but who work for the school district as support staff in a well-rounded educational program.
2. Classified employees of the Pine Bluff School District shall be selected by the superintendent or his designee, subject to Board approval. Should a person nominated by the superintendent be rejected by the Board, it shall be the duty of the superintendent to make another nomination.
3. Classified employees must be qualified for their jobs through experience or training.
4. The superintendent or his designee shall see that persons recommended for employment meet all qualifications established by the Board and by law for the type of position for which the nomination is made.
5. The superintendent shall make recommendation to the Board for the compensation of classified employees of the district. The Board shall approve all changes in district salary schedules.
6. Classified employees are expected to help maintain good public relations between the school and community.
7. The employment practices of the Board shall conform to the regulations of Title IX of 1972. The Pine Bluff School District is an equal opportunity employer and is dedicated to a policy of non-discrimination in hiring its employees. The district does not discriminate because of age, race, creed, color, sex, religion, national origin, or disability.
8. Employees must do their part to keep themselves and their fellow workers safe on the job by using safety equipment provided, understanding and following safety instructions, and reporting hazardous conditions.
9. It is not the policy of the Pine Bluff School District to pay the fee required for the criminal record check required before employing a new classified employee. Prospective employees are responsible for paying the required fee.

## **B. Employee records**

1. An appropriate application form which asks for essential personal characteristics and qualifications shall be used in the selection of staff members. Applications and evaluations will be kept in departmental offices.
2. Classified employees are covered by Social Security and state retirement programs. Prior to beginning employment, classified employees shall place on file in the Administrative Center a Social Security number, state and federal withholding tax exemption forms, and other information required by Board Policy or law.

All food service employees and other school employees handling food shall comply with the same health requirements imposed upon employees of restaurants and other food service establishments in the State of Arkansas.

3. All classified employees shall file birth certificates and teacher retirement forms. Participation in the teacher retirement system is mandatory. Each member shall elect to become a member of the Arkansas Teacher Retirement System on a contributory or non-contributory basis. If contributory, the contribution shall be deducted each payroll period and shall be remitted to the Arkansas Teacher Retirement System. The amount of salary placed in contributory retirement programs by an employee may be withdrawn by the employee upon his or her resignation or other termination of employment
4. All substitutes for classified staff members must become members of the Arkansas Teacher Retirement System.
5. The administration may request that an employee file proof of a physical examination by a licensed medical doctor (MD), however, any such request shall conform to the requirements of the Americans with Disabilities Act.

**Chapter V- CLASSIFIED EMPLOYEE**

A. General Employment Information and Policies .....V-02

B. Employee Records.....V-03

C. Classified Employee Personnel Policy Committee ( ACT 1780 of 2003).....V-04

D. Assignment, Transfer of Personnel and Evaluation.....V-05

E. Retirement, Resignation, and Renewal of Contract.....V-06

F. Salary .....V-07

G. Employee Benefits.....V-08

H. Paid Holidays.....V-09

I. Vacation Days.....V-10

J. Leave of Absence.....V-11-13

K. Time Cards.....V-14

L. Time Sheets.....V-15

M. Accidents` School Owned Vehicle(s).....V-16

N. Overtime/Extra Duties.....V-17-18

O. Termination Practices and Procedures.....V-19

P. Dismissal and Non-renewal Procedures (Act 631 of 1991).....V-20

Q. Classified Personnel Grievances.....V-22-25

R. Insurance.....V-26

S. Payroll Deduction.....V-27

T. Outside Employment.....V-28

U. Sexual Harassment Policy.....V-29

V. Citizenship & Role of Employees .....V-30

W. Drug Policy.....V-31

X. Professional Ethic and Conduct Policy.....V-32

Y. Dress Code Policy.....V-33

**Appendix**

1. SALARY SCHEDULE
2. SCHOOL CALENDAR
3. CLASSIFIED PERSONNEL GRIEVANCE FORM
4. CLASSIFIED PERSONNEL COMPUTER USE POLICY
5. CLASSIFIED PERSONNEL INTERNET USE AGREEMENT FORM
6. CLASSIFIED PERSONNEL CELL PHONE USE POLICY
7. SEXUAL HARASSMENT/SEXUAL DISCRIMINATION COMPLAINT FORM
8. RIF
9. CLASSIFIED PERSONNEL FMLA FORM

**C. Classified Employee Personnel Policy Committee (Act 1780 of 2003)**

1. It is the policy of the Pine Bluff School District to conform to the provisions of Act 1780 of 2003, an Act to establish an employee Personnel Policy Law for Classified Employees in the public schools of Arkansas.
2. The district shall have a committee on personnel policies for classified employees.
  - a. The committee shall consist of at least one nonmanagement classified representative from each of the five (5) classifications: (1) Maintenance and operation; (2) Transportation; (3) Food service; (4) Secretarial and clerical; and (5) Aids and paraprofessionals.
  - b. There shall be no more than three (3) classified employee administrators on the committee, one (1) of which may be the superintendent of schools.
  - c. The classified personnel members of the committee 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 by mid- October.
  - e. Those elected to the classified personnel policy committee will serve for a term of two (2) years. After two (2) years, three will be allowed to rotate off. At least two (2) members will remain to help with knowledge of procedures of the committee. (When electing new members, previous members may be nominated. If they accept the nomination and win the vote, they may serve again.)
3. The personnel policies of the school district in effect at the time a classified personnel 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.
4. The district's committee on the personnel policies for classified personnel shall be organized and operate in accordance with Section 5 of Act 1780 of 2003.
5. There shall be no additional monetary compensation for service on the committee.
6. Each classified employee shall be given a copy of the district's personnel policies at the time of his or her employment or at the time his or her contract is renewed or extended.
7. 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 district's board of directors.

## **D. Assignment, Transfer of Personnel, and Evaluation**

1. The superintendent or a person designated by him/her shall make the assignment of personnel.
2. Employees of the school district shall be given consideration when openings occur in positions for which they are qualified. These openings shall be advertised within the district by written notification that will be sent to and posted in each school lounge, in a designated area at the administration building, in the maintenance/transportation office, and in the time clock areas.
3. The assignment of personnel will conform to these basic principles:
  - A. Every attempt will be made to assign a classified employee to an available position which most nearly meets the employee's skills as set forth in C.3.b.
  - B. Assignments shall be based upon training, experience, seniority, competence, and other factors as would influence success in the position to be filled.
  - C. If feasible, the employee's preference will be respected.
  - D. When conditions make it necessary to transfer employees within the school district, the decision shall be based on the above principles to the extent practicable.
  - E. Those employees to be transferred will be notified of the future assignment as early as possible.

### **4. Evaluation**

The performance of all classified employees will be evaluated twice annually, in the fall and the spring of each school year, by the employee's supervisor or his/her designee. The primary purpose of evaluation will be to enhance the quality of job performance, to provide information for improvement where needed, to assist in the growth and development of professional abilities and to provide information which will serve as the basis for making employment decisions. The employee shall sign and receive a copy of the evaluation. Evaluations shall be kept in the employee's folder. The employee has the right to inspect his personnel file at any time.

An employee who disagrees with an evaluation may submit a written report to the superintendent. The report will be attached to a copy of the evaluation in question. This report should be presented within five (5) working days after the employee receives the evaluation.

**E. Retirement, Resignation, and Renewal of Contracts**

1. All classified personnel, other than substitutes, shall be issued a contract stating the length of employment, duties, hourly rate of pay, or annual salary.
2. A written resignation shall be submitted to the superintendent two weeks before resigning from a position. The resignation should state the reason for terminating the contract.
3. Upon retirement or voluntary termination, the Pine Bluff School District will compensate the classified employee of the district thirty (\$30) dollars per day up to ninety (90) days for unused sick leave if the employee has served ten (10) years in the Pine Bluff School District. If the employee qualifies for disability under the Arkansas Teacher Retirement System, Arkansas Public Employee Retirement System, or Social Security, he/she will be compensated for unused sick leave days regardless of length of service in the Pine Bluff School District. An employee must make a written request for the unused sick leave compensation. Upon receipt of an employee's written intent to resign/retire, the district will provide written instructions for reimbursement of unused sick leave.
4. The renewal of contracts shall be completed before the close of the last day of the contract year. The notice of nonrenewal of a contract shall be made no later than thirty (30) calendar days prior to the beginning of the employee's next contract period, (Act 631, 1991), for full time, non-probationary employees.

## **F. Salary**

1. The salary of a classified person who begins work with Pine Bluff Public Schools for the first time will conform to the salary schedule approved by the Board.
2. The skills necessary to perform a particular job and a person's experience will be factors in determining an individual's starting salary. Credit for previous experience may be allowed, at the sole discretion of the district, at the time of employment if the experience is considered comparable to district job classification. The superintendent of schools will give final approval to credit for previous experience.
3. The Board reserves the right to determine specific pay periods and the days those periods shall cover. These periods and days shall be stated in an employee's contract.
4. Raises may be given on an annual basis if money is available. The Board will determine the amount of increase and whether the increase will be a percentage raise or a step raise on the salary schedule.
5. A day's salary for an employee will be determined as follows:
  - a. Employees paid monthly: A day's salary shall be determined by dividing the salary as stated in the employee's contract by the number of working days, as determined by the superintendent.
  - b. Employees paid on an hourly basis: A day's salary will be determined by multiplying the normal number of hours worked per day by the hourly rate as stated in the employee's contract.
  - c. Each school district in the State shall provide no fewer than two (2) paid fifteen-minute breaks during each regular workday for each classified school employee. The contract shall not be extended to provide for this section. (Mandated by Act 1752 Of 2003.)

## **G. Employee Benefits**

### 1. Dental Insurance

All classified personnel who work a minimum of 30 hours per week and who have been employed by the school district for six (6) months or more are eligible for dental insurance.

### 2. Social Security

- a. Each employee is included in Social Security coverage.
- b. The employee contributes that part required by federal law.
- c. The district matches this contribution of the employee.

### 3. Unemployment Compensation

All school employees are covered by Unemployment Compensation under the Arkansas laws.

### 4. Workers Compensation

- a. All school employees are covered by Workers Compensation.
- b. If an employee is injured while performing a work assignment, he or she shall report the injury immediately to his or her supervisor in order to initiate a claim with the Workers Compensation Commission.
- c. Employees who are absent from work because of an injury on the job will be eligible for Workers Compensation for certain medical expenses and lost salary under the rules and regulations of the Arkansas Workers Compensation Commission. Such employees shall have the opportunity to use their accumulated sick leave on a pro rata basis to recover that part of their lost salary not paid by Workers Compensation.



## **H. Paid Holidays**

1. Substitutes, part time employees, and summer help do not receive holiday pay.
2. Bus drivers, secretaries, security guards, food service personnel, and Para-professionals are given Thanksgiving Day, Christmas Day, Martin Luther King Jr. holiday and Good Friday, plus two (2) personal Days.
3. Permanent, full time maintenance, technology, transportation and custodial employees (those employees who fill nine (9) month or twelve (12) month positions) will be granted eight (8) holidays with pay, provided they are on the payroll the day the holiday occurs.
4. The eight paid holidays are: Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day, Martin Luther King, Jr. Holiday, and Good Friday.
5. All other days during the time students are out of school are regular work days.
6. Employees who are scheduled to work on a holiday will be granted equivalent time off, if possible, within the two week pay period in which the holiday falls. This equivalent time off may be either before or after the holiday.
7. If a designated holiday is observed during an employee's vacation period, that day will be counted as a holiday rather than vacation.
8. An employee scheduled to work on a designated holiday who does not report for work or who is off for personal reasons will forfeit the holiday.
9. An employee absent for personal reasons on the work day before or after a designated holiday will not be paid for the holiday.
10. A designated holiday falling on Saturday will be observed the preceding Friday, and a designated holiday falling on Sunday will be observed the following Monday.

## **I. Vacation Days**

1. All permanent, full time, twelve month employees will be granted two weeks (10 working days) vacation with pay per year (12 month period).
2. Substitutes, part time employees, and summer employees do not receive vacation benefits.
3. Vacation time must be scheduled in writing with the employee's department supervisor, approved in advance by the superintendent, or designee, and planned at a time which does not interfere with school business or scheduled work load.
4. Vacation days must be earned before they are taken and should be used within the contract year (July 1 - June 30). If an employee has unused days from the prior year, the days must be taken between July 1 and December 31, subject to approval from the supervisor and the superintendent. (This provides a total of 18 months for vacation day usage).
5. Full-time, twelve-month employees who have been employed for (5) or more years are allowed to accumulate up to a maximum of four (4) weeks vacation. The employees must still meet the district's requirement for requesting vacation leave during slower work with prior administrative approval. No more than five (5) days can be taken at a time unless there is an emergency or medical request approved by the Superintendent.
6. Vacation time may be scheduled in blocks of time preferred by the employee so long as conditions in "4" are observed.
7. A part time employee changed to full time status, or vice versa, will begin or cease accruing vacation allowance on the basis of the new status.
8. When a twelve month employee terminates, the vacation time for that employee will be pro-rated, provided he has been employed twelve (12) full months.
9. If time missed during bad weather is made up on days not already scheduled for work, the pay will be at the regular rate of pay.

## **J. Leaves of Absence**

### **1. Sick Leave**

- A. Sick leave as provided by law and the Board is a protection for the employee in case of personal illness and illness or death in the employee's immediate family.
- B. Should the employee abuse this right by stating that illness was reason for an absence, and should this statement be untrue, pay for the absent days will be deducted. Abuse of sick leave will result in the employee's dismissal.
- C. Each employee will be granted one day of sick leave per month of employment cumulative to ninety (90) days. The number of accumulated days is reduced by the absent days; The employee will receive pay at \$40.00 per day for any accumulated sick leave days over ninety (90) days, effective with the 2008-2009 school year.
- D. An employee absent due to his/her own illness or illness of his/her mother, father, sister, brother, husband, wife, or child; or death in the immediate family will receive full pay for the time of accumulated leave. (Immediate family shall include mother, mother-in-law, father, father-in-law, sister, sister-in law, brother, brother-in-law, husband, wife, child, son-in-law, daughter-in-law, grandchild, grandparent, or any relative living in the same house)
- E. An employee who is absent because of the death of any relative outside the immediate family, or death of a close personal friend, may use up to two days of sick leave per year as bereavement leave.
- F. If any employee terminates employment for any reason before the end of the school term, the school district shall deduct from the last pay check full compensation for any days of sick leave used in excess of the number of days earned. If the last check does not cover excess sick days taken, the employee will be billed for those days paid for but not earned.
- G. Any absences beyond accumulated sick leave will be without pay.
- H. Notification and reporting sick leave:
  - 1. Since each employee fills an important position, it is very important for everyone to notify his immediate supervisor as soon as he knows he will be unable to report for work. This will enable the supervisor to obtain a substitute or make other arrangements.
  - 2. An employee must notify the appropriate office or supervisor one hour before the start of a work day to be eligible for sick leave pay. A bus driver must notify the bus garage before 6:00 a.m. to be eligible for sick leave pay for a full day and before 1:00 p.m. for half day sick pay.
  - 3. Upon returning to work from leave, an employee must complete and sign an absentee report and submit the form to his immediate supervisor for signature.

## 2. **Maternity Leave**

- a. General statement: Maternity or pregnancy has been ruled by the Supreme Court to be considered like any other illness. An employee will be able to use sick leave during pregnancy or maternity leave up to the maximum number of days the employee has accumulated.

An employee may be required to provide medical certification about her condition and intentions to return to work after being absent 20 days, and again at the end of 30 days if she has not returned to work by that time.

- b. Employment during pregnancy:
  1. An employee who becomes pregnant shall provide written notice to her supervisor as soon as pregnancy has been medically determined.
  2. With such notice the pregnant employee must submit a written statement from her physician. The statement should include:
    - a. Anticipated date of delivery.
    - b. Date until which the pregnant employee is authorized by the physician to continue her job duties.
    - c. Recommendations for any restrictions in job activities.
    - d. Commitment by physician to notify school authorities of any change in patient's condition which might affect her ability to perform job duties.
  3. The employee will normally be permitted to continue employment until the date authorized by her physician. However, school authorities may review the employee's job performance during pregnancy and request a supplemental statement from physician as to the patient's current physical condition.
  4. If school authorities conclude that the employee's job performance is unsatisfactory because of her physical condition, they may require the employee to take a leave of absence at an earlier date.
- c. The starting date of maternity leave shall be determined:
  1. By written request from the employee, supported by a written physician's statement,
  2. By school authorities as described above,
  3. In the case of an employee who works until her delivery day, from the day after her last full day of work.

## 3. **Personal Leave Days**

- a. Not all employees receive personal leave days. Secretaries, paraprofessionals,

food service employees and security personnel are granted personal leave days. Maintenance, Technology Technicians, custodial employees and bus drivers do not receive personal leave days.

- b. An employee will be allowed two days of personal leave per year with no reduction in salary.
- c. An employee must get the approval of his/her supervisor prior to his/her absence. Leave in excess of two days will be leave without pay.
- d. Unused personal leave may be accrued as sick leave in the next school year.

#### **4. Military Leave**

- a. Any person being called into military service will be granted leave without pay for the length of his/her tour of duty.
- b. If this person desires to return to employment in the school district, he/she must comply with applicable law concerning return from active service. When he/she returns, he/she will be assigned to his/her former position or its equivalent.

#### **5. Medical Leave**

- a. The employee may make written application for medical leave for a maximum one year without pay. The application to the superintendent must be accompanied by a physician's certificate stating medical reasons.
- b. The employee may return to his/her former position or to its equivalent, assuming no change in circumstance, upon written approval of a physician, except when the work and/or attendance is adversely affected as determined by the board upon the recommendation of the superintendent.
- c. The district will follow the regulations established under the Family Medical Leave Act. Refer to the Appendix for more information regarding the FMLA Act

#### **6. Bereavement Leave**

- a. One (1) Bereavement day will be awarded for all full-time classified personnel after one (1) full year of employment. These days may accumulate up to three (3) days.

#### **7. Authorized School Business Leave**

- a. No deduction shall be made in salary when the employee is absent due to authorized school business. Each absence must have prior approval by the immediate administrator and the superintendent or his/her designee.
- b. The district shall pay the substitute required by authorized school business absence.
- c. Mileage reimbursement for the use of privately owned vehicles is .42 cents per mile for approved school district business.

## **K. Time Cards**

1. Under no circumstances shall an employee punch a time card other than his own.
2. Employees will punch their time cards no earlier than fifteen (15) minutes before their starting times, and no later than fifteen (15) minutes after their stopping times.
3. It is the responsibility of each employee to check his time card and make sure the time recorded for that payroll period is recorded correctly. The card is then to be signed by the employee signifying the time is correct.
4. The only time an employee is to write on his time card is to sign his signature. Under no circumstances shall any employee write in time, change time, correct mistakes, or write reason for absence on his time card.
5. Mistakes in time cards not caught and corrected before being turned in to the central office will be corrected on the next payroll turned in. If mistakes are made by someone other than the employee, the mistake should be corrected and a check issued as soon as possible.

## **L. Time Sheets**

1. It shall be the responsibility of the principal, or someone assigned by the principal, to keep up with each custodian's time, fill out the time sheets, see that the time sheets are signed by the custodian, and get them to the business office on the Friday which ends each payroll period.
2. At those sites where custodians may be on duty after the principal's office is closed, it shall be the responsibility of the crew supervisor, or someone assigned by the custodial supervisor, to keep up with each custodian's time, fill out the time sheets, and see that all time sheets are signed by the employee.
3. It shall be the responsibility of the supervisor to verify all other classified employees time by use of a time sheet.
4. It is the responsibility of each employee to check his time sheet and make sure the time recorded for that payroll period is recorded correctly. The time sheet is then to be signed by the employee signifying the time is correct.
5. The employee and the person responsible for recording the time on the time sheet are to make sure the reasons for all absences are recorded on the time sheet.
6. All changes or corrections made on a time sheet are to be initialed by the person making the corrections.
7. Mistakes in time sheets not caught and corrected before being turned in to the central office will be corrected on the next payroll turned in. If mistakes are made by someone other than the employee, the mistake should be corrected and a check issued as soon as possible.

## **M. Accidents - School Owned Vehicles**

When any school employee is driving a school-owned vehicle (car, bus, tractor, truck, etc.) and an accident occurs, the following steps are to be taken:

1. Call the police as soon as possible.
2. Do not move the vehicle unless authorized to do so by a policeman.
3. Call your supervisor and report it.
4. Get the name and driver's license number, make of vehicle, and license number of other driver and vehicle involved.
5. Wait for the police and make a full report to them.
6. As soon as you have time, have one of the maintenance secretaries fill out a complete accident report form.



**N. Overtime/Extra Duties**

Overtime may be authorized only when it is not possible to adjust staffing patterns and/or employee work schedules to provide essential staffing in the following types of circumstances:

1. **Emergency Circumstances**

These are adverse circumstances of a temporary nature which reduce normal staffing or increase staffing requirements. For example:

- a. The unexpected absences of an employee whose position must be filled to avoid a disruption of necessary services.
- b. The necessity to immediately perform an unexpected heavier than normal volume of work to avoid disruption of necessary services.
- c. Situations which are uncontrollable, such as extreme weather, disruption of utilities, etc.

2. **Non-emergency Circumstances**

- a. These are situations in which overtime work is considered to be the best way to make necessary staff available to handle a particular situation. For example:
  - 1. To provide essential staffing where vacancies exist due to the unavailability of qualified applicants.
  - 2. To perform an unusually heavy volume of work of a temporary nature in the implementation of an approved program.
  - 3. To perform work which cannot be performed during normal working hours without disrupting classes, the teaching process, or other necessary activities or services.
- b. To avoid overtime, supervisors are expected to grant compensatory time off during the same week for time worked in excess of that normally scheduled.
- c. Any time employees not exempt are required to work overtime and are not granted equivalent time off, they will receive time and a half pay for all hours exceeding 40 hours.
- d. No employee shall work past the number of hours per day assigned to that position unless first receiving prior approval from the department supervisor.
- d. When overtime is approved, the employee is to see that this time is accurately recorded on the time card or sheet by the supervisor.
- f. Every reasonable effort will be made to distribute overtime as equitably as possible among employees qualified to do the work required within their job classification.

**Extra Duties**

1. Extra duties are a part of each assignment.
2. The superintendent or a person designated by him/her shall assign extra duties.
3. Extra duties for which there is extra pay will be written into each contract.
4. Extra duties should be stated on the employment contract.

## **O. Termination Practices and Procedures**

1. The causes for dismissal and non-renewal of contract are as follows:
  - a. Incompetence--lacking in ability, fitness, etc., to perform their job.
  - b. Misconduct--committing acts which are flagrantly indecent, immoral, or illegal.
  - c. Neglect of duty--failing to perform duties in a fit manner.
  - d. Insubordination--refusing to carry out assigned duties.
  - e. Any reason which is not arbitrary, capricious or discriminatory.
  - f. Reduction In Force (RIF) ( **Refer to RIF section in the appendix**)

**P. Dismissal and Non-renewal Procedures (Act 631 of 1991, Act 1199 of 1997, Act 1314 of 1999)**

1. General statements

- A. The Board recognizes that the continued employment of an employee may not be in the best interests of the school system. In order to insure that dismissal proceedings will result in minimum harm to everyone concerned, and that the employee will receive fair and impartial treatment, the dismissal policies and procedures listed below have been adopted.
- B. The Board shall conform to state laws, specifically Act 631, of 1991, which are intended to insure that persons employed in the public schools of Arkansas are provided fair, reasonable and uniform procedures regarding termination or non-renewal of employment. **Procedures (Act 631 of 1991, Act 1199 of 1997, Act 1314 of 1999)**

2. Corrective and dismissal policies

- A. Efforts shall be made to see that employees are successful in their positions. Each person in the administrative organization shall have the responsibility of developing the effectiveness of the employees under his or her immediate supervision.
- B. If a supervisor is unable to develop an employee to the point where re-employment can be recommended, the supervisor shall follow the approved procedures for dismissal or nonrenewal for non-probationary employees.
- C. Each higher administrative official shall review cases of recommended dismissal or nonrenewal. If any official feels that the dismissal is unjustified, he or she shall attempt to work the matter out with the employee concerned. If the official then favors the dismissal, he or she shall present reasons to his or her immediate supervisor.
- D. In accordance with state law, the Board shall make the final decision on cases of termination and nonrenewal.
- E. When a supervisor recognizes that an employee is ineffective or is rendering inefficient and incompetent service, the supervisor is required to have a conference with the employee in order to discuss the problem and its possible solutions.
- F. Immediately following the conference, the supervisor shall make a written report. The employee and supervisor shall be asked to sign the report. If the employee refuses, such refusal shall be noted on the form.
- G. The employee may write up his or her own analysis of the situation through the use of The Grievance Procedure for Classified Personnel following this sub-section.
- H. If the supervisor recommends that a non-probationary employee's contract not be renewed, or that the contract be renewed under other than normal conditions, the superintendent shall notify the employee in writing of the proposed recommendations which shall be made to the Board. The notice shall include a statement of the reasons for the proposed termination or nonrenewal.

- I. Upon notification by the superintendent the employee shall have the opportunity to request a conference with the superintendent and/or a hearing before the Board, provided such request is made in writing to the superintendent within twenty-five (25) calendar days from receipt of the notice.
- J. Both the employee and the Board reserve the right to be represented by legal counsel in the matter when the matter reaches a hearing before the Board.

## **Q. CLASSIFIED PERSONNEL GRIEVANCES**

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.

Grievance Procedure for Classified Personnel (Act 1498 of 1999 and Act 1149 of 1993)

### **a. Policy**

1. The Pine Bluff Board of Education recognizes that it is in the best interest of effective personnel management to have a procedure whereby its employees can be assured of a prompt, impartial and fair hearing on grievances, disputes, or misunderstandings. The procedures set out herein shall be available to all classified employees, and there will be no adverse employment action, harassment, or intimidation against any employee for initiating or participating in the grievance procedure
2. The primary purpose of this procedure shall be to obtain equitable solutions to grievances, which may arise from time to time.
3. Grievance defined: A grievance shall mean any concern related to personnel policies or salary raised by an employee.
4. Time limits for initiating the process: In order to try and resolve disputes informally, disputes need to be brought to the attention of the administrators in the school district in a timely fashion. An employee must initiate the grievance procedure within ten (10) days of the alleged violation. A day, for purposes of time limits set out in the grievance procedure, is a work day, which is defined to include all days in which the administrative offices of the school district are open.

Time limits set out in this grievance procedure shall be considered of the essence and cannot be extended except upon mutual written agreement by the employee grievant and the district representative. Failure on the part of the employee to follow the time limits set out in this procedure shall be basis for denial of the grievance and will forfeit the employee's right to further appeal the grievance through the process.

5. A grievance may be withdrawn by the employee at any level prior to a decision having been rendered.
- 
- b. Nothing contained in this Grievance Procedure shall be construed as limiting the individual rights of the employee having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.

## **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 may be entertained against a supervisor for directing, instructing, reprimanding, or “writing up” an employee under his/her supervision.<sup>1</sup> 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.

V-23

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 that employee's immediate supervisor that the employee has a potential grievance 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 Two Grievance Form 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 ten working days of his/her receipt of the Superintendent's written response by submitting a written request for a board hearing. 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. The hearing shall be open to the public unless either the superintendent or the employee requests a private hearing.



All parties have the right to be represented by a person of their own choosing at the school board level of the procedure. At the hearing, both parties shall have adequate opportunity to present their side of the grievance and question witnesses. At the conclusion of the hearing, the Board of Directors may excuse all parties except Board Members and deliberate by themselves on the hearing. A decision on the grievance shall be announced no later than the next regular board meeting.

Nothing contained in this Grievance Procedure shall be construed as limiting the individual rights of the employee having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.

### **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 References: A.C.A. § 6-17-208, 210

Date Adopted: May 21, 2013

## **R. Insurance**

V-25

1. Payroll deductions may be made for insurance plans as approved by the Board.
2. An employee wishing payroll deductions for insurance should contact the Administration Office or a company representative for the necessary forms.
3. Accident insurance sold to students is also available to teachers and to classified employees.
4. The district carries a school district's legal liability policy which covers wrongful acts of Board members and school employees performed in the discharge of school district

duties. Coverage applies to those losses which the district becomes legally liable to pay. (Refer to insurance policy for specific details of coverage and exclusions.)

**S. Payroll Deductions**

V-26

The district will withhold membership dues for professional associations. Employees must request a payroll deduction in writing no later than Tuesday after Labor Day

**T. Outside Employment**

1. All full-time employees of the district are expected to devote full time to their assigned duties. No outside employment during the workday shall be allowed by the district.
2. No employee of the district shall solicit sales or act as a salesperson for any type of school supplies or books within the Pine Bluff School District.
3. All employees of this district who represent a company must refrain from recommending his/her product to the patrons of this district where his/her position may be a factor in the credibility of his/her product.

If an employee has a job outside of and in addition to his/her school job, and if that outside job interferes with the employee's performance of his/her school duties, such conflict or interference will be discussed with the employee's supervisor and superintendent, and may be brought before the Board for further discussion.

#### **U. Sexual Harassment Policy**

As part of Pine Bluff School District's continuing equal employment opportunity efforts and pursuant to the guidelines on sex discrimination issued by the Equal Employment Opportunity Commission, the District endorses the following policy.

1. It is illegal and against the policies of the district for any employee, male or female, to sexually harass another employee, by (a) making sexual advances or requests for sexual favors or other verbal or physical conduct of a sexual nature, a condition of an employee's continued employment, or (b) making submission to or rejections of such conduct the basis for employment decisions affecting the employee, or (c) creating an intimidating, hostile or offensive working environment by such conduct.

2. Any employee who believes he or she has been the subject of sexual harassment should report the alleged act as soon as possible to their supervisor, or if the problem is with their supervisor, to the superintendent of schools. An investigation of all complaints will be undertaken immediately. Any supervisor, agent or other employee who has been found by the district after appropriate investigation to have sexually harassed another employee will be subject to appropriate sanctions, depending on the circumstances, from a warning in his or her file up to and including termination.

The District recognizes that the question of whether a particular action or incident is a purely personal, social relationship without a discriminatory employment effect requires a factual determination based on all the facts. To the extent possible, information provided and those who provided it will remain confidential. We trust that all employees of the district will continue to act responsibly to establish a pleasant working environment free of discrimination.

## **V. Citizenship and Role of Employees**      V-29

1. All personnel are encouraged to support the United Way Fund and other drives conducted through the schools.
2. In assuming his/her role as an informed and active citizen, an employee has the right as a participating citizen in such activities as voting, discussing political issues, belonging to the party of his/her choice, campaigning for candidates, working in ward and precinct activities, and running for and serving in public office.

3. School personnel should refrain from using school time and school property for political activity and from exploiting the relationship with students for political purposes. The Code of Ethics of the Education Profession should be used as a guide in the appropriate exercise of citizenship.
4. A petition for any cause may not be circulated on school premises without the approval of the superintendent.

**W. Drug Policy**

The Pine Bluff District is strongly committed<sup>V-30</sup> to providing a drug-free workplace both for the health and safety of its employees and as an example to its students.

1. The illegal manufacture, distribution, dispensation, possession or use of narcotics, alcohol, drugs, or controlled substances during working hours or on district property constitutes conduct unbecoming an employee and is prohibited. An employee shall not report to work or work after having used any prohibited drug. Compliance with this regulation is a condition of employment and any employee in violation will be

subject to disciplinary action, up to and including discharge and referred for prosecution under the Drug Free School and Communities Act, P.L. 101-226.

2. Employees are encouraged to seek treatment and/or counseling for drug problems. The district will assist its employees in obtaining treatment and/or counseling. Employees voluntarily requesting assistance will not have their employment jeopardized by the request. However, a request for assistance by an employee after violating this regulation will not affect the imposition of disciplinary action.
3. An employee charged with a violation of any state or federal criminal drug statute in the work place or while performing job related duties must, as a condition of employment, notify the District of that fact no later than five (5) days after being charged.
4. Nothing in this regulation shall limit the District's right to discipline up to and including discharge of an employee for off duty, off premises drug activity.
5. In the interest of promoting a healthier environment in which to work and to provide an example to students, smoking on campus by all employees is prohibited. There will be no tobacco chewing, use of Skoal, snuff, etc. on a school campus or while conducting a school activity. Tobacco juice is extremely unsightly as well as unsanitary, and the use of tobacco in any form is unhealthy.

## **X. Professional Ethics and Conduct Policy**

In an effort to maintain a safe and comfortable work environment, the Pine Bluff School District requires its employees help to enforce the implementation of the District's Professional Ethics and Conduct Policy.

1. Any employee who has witnessed or feel that they have been a victim of any form of Terrorist threatening, intimidation or bullying are encouraged to report the incident to his/her supervisor. Any witness to the incident may report anonymously.

2. The supervisor shall be responsible for investigating the reported incidents(s). All information and evidence shall be forwarded to the department head. At this time, it will be determined if disciplinary action is warranted.
- 3 Any employee found to have been involved in any intimidation, terroristic threatening or bullying activity as defined below, may face a range of disciplinary actions, depending on the severity of the violation: (1) a warning as a corrective measure, (2) suspension without pay, (3) recommendation for non-renewal of contract, or (4) immediate termination. The Pine Bluff School Board will have final decision on items three (3) and four (4). The employee found in violation of this policy may also face criminal charges being filed by the victim.

**Definition:**

Intimidation, terroristic threatening, or bullying is any pattern of behavior by an employee or group of employees that is intended to harass, intimidate, ridicule, humiliate or instill fear in one or more employees.

Intimidation, terroristic threatening or bullying behavior can be a physical threat or an actual threat to do physical harm. It can also be verbal abuse. Bullying is a series of recurring actions over a period of time or can be a one-time, single and separate action.

Note: Any district employee who has reported violations under this policy shall be immune from tort liability which may arise from the failure to remedy the reported incident(s).

**Y. Dress Code Policy**

The dress and grooming of all classified personnel shall be appropriate for the professional duties being performed.



## **APPENDIX**

V-33

1. SALARY SCHEDULE
2. SCHOOL CALENDAR
3. CLASSIFIED PERSONNEL GRIEVANCE FORM

4. CLASSIFIED PERSONNEL COMPUTER USE POLICY
5. CLASSIFIED PERSONNEL INTERNET USE AGREEMENT FORM
6. CLASSIFIED PERSONNEL CELL PHONE USE POLICY
7. SEXUAL HARASSMENT/SEXUAL DISCRIMINATION COMPLAINT FORM
8. RIF
9. CLASSIFIED PERSONNEL FMLA FORM

## **1. CLASSIFIED PERSONNEL COMPUTER USE POLICY**

The Pine Bluff 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.

Date Adopted: May 21, 2013

## 2. CLASSIFIED PERSONNEL INTERNET USE AGREEMENT

Name(PleasePrint)\_\_\_\_\_

School\_\_\_\_\_Date\_\_\_\_\_

The Pine Bluff School District agrees to allow the employee 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; or
  - 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.
  - 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 Employee 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

**Note:** This policy is similar to Policy 3.28F. If you change this policy, review 3.28F at the same time to ensure applicable consistency between the two.

Date Adopted: May 21, 2013

### **3. CELL PHONE USE**

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

District staff shall not be given cell phones or computers for any purpose other than their specific use associated with school business. School employees who use a school issued cell phones and/or computers for non-school purposes, except as permitted by District policy, shall be subject to discipline, up to and including termination. School employees who are issued District cell phones due to the requirements of their position may use the phone for personal use on an “as needed” basis provided it is not during designated work time.

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.

### **B. SCHOOL BUS DRIVER’S USE OF CELL PHONES**

Any driver of a motor vehicle which is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District, and is operated for the transportation of children to or from school or school sponsored activity shall not operate a school bus while using a cell phone unless the vehicle is safely off the road with the parking brake engaged, to call for assistance due to a mechanical problem with the bus, or to communicate with any of the following emergency situations.

- An emergency system response operator or 911 public safety communications dispatcher;
- A hospital or emergency room;
- A physician's office or health clinic;
- An ambulance or fire department rescue service;
- A fire department, fire protection district, or volunteer fire department; or
- A police department.

Date Adopted: May 21, 2013

#### **4. CLASSIFIED PERSONNEL REDUCTION IN FORCE**

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

When the District is conducting a RIF, all potentially affected classified employees shall receive a listing of the personnel within their category with corresponding totals of years of service. Upon receipt of the list, each employee has ten (10) working days within which to appeal his or her total years of service to the superintendent whose decision shall be final. Except for changes made pursuant to the appeals process, no changes will be made to the list that would affect an employee's total after the list is released.

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 160 days in a school year shall not constitute a year. Length of service in a licensed position shall not count for the purpose of length of service for a classified position. There is no right or implied right for any employee to “bump” or displace any other employee. This specifically does not allow a licensed 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 changes. 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 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 verified by Signature Confirmation Receipt and they shall have 10 working days from the date that the notification is received in which to accept the offer of a position.

V-39

All employees reasonably believed to be both qualified for and subject to rehire for a particular position and they shall have 10 working days from the date that the notification is received in which to conditionally accept or reject the offer of a position. The actual offer will be awarded to the qualified employee with the most years of service who responds within the 10 day time period. A lack of response or a non-renewed employee’s refusal of an offer of a position or an employee’s acceptance of a position but failure to sign an employment contract within two business days of the contract being presented to the employee shall end the District’s obligation to rehire the non-renewed employee and no further rights to be rehired shall exist.

Note that it is the sole responsibility of the non-renewed employee to make sure that all contact information to the district is correct and/or current during the recall period.

## **ANNEXATION**

The employees of any school district which annexes to, or consolidates with, the Pine Bluff School 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 Pine Bluff School 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 Pine Bluff School District.

Such employees will not be considered as having any seniority within the Pine Bluff School District and may not claim an entitlement under a reduction in force to any position held by a Pine



Bluff School 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 Pine Bluff School 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 Pine Bluff School 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.

Date Adopted: June 18, 2013