

# **PULASKI COUNTY SPECIAL SCHOOL DISTRICT**



## **PERSONNEL POLICIES FOR CERTIFIED STAFF 2014-2015**

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## **GENERAL REPEALER AND ADOPTION POLICY**

The policies hereinafter contained repeal and replace each and every separate personnel policy in force for certified employees in the Pulaski County Special School District (PCSSD), effective July 1, 2014. After July 1, 2014, the written policies contained herein are the sole and only personnel policies for certified employees of PCSSD. Modifications of these policies shall be made from time to time as determined necessary by the Board of Education in consultation with the Certified Personnel Policies Committee consistent with and as required by law. All such modifications shall be in writing and included in the master copy of this document maintained in the District Central Office.

## **PERSONNEL POLICIES GOALS**

The Board recognizes that a dynamic and efficient staff is necessary for maintenance of a quality school system.

The Board's specific personnel goals are:

1. To recruit, select and employ the best qualified personnel to staff the school system
2. To provide a staff development program for all employees to improve their performance and the overall rate of retention and promotion of staff
3. To provide staff compensation and benefits programs sufficient to attract and retain qualified employees
4. To conduct an employee appraisal program that will contribute to the continuous improvement of staff performance
5. To provide for a genuine team approach to education, including staff involvement in planning, decision making and evaluation
6. To develop a climate in which high level staff performance, morale and satisfaction are encouraged

The Board's policies are meant to complement and enhance the Arkansas State Board of Education Rules Governing the Code of Ethics for Arkansas Educators, including the Standards of Professional Conduct, which supersedes the policies contained herein.

The Standards of Professional Conduct are set forth as follows:

Standard 1: An educator maintains a professional relationship with each student, both in and outside the classroom.

Standard 2: An educator maintains competence regarding skills, knowledge, and dispositions relating to his/her organizational position, subject matter, and/or pedagogical practice.

- Standard 3: An educator honestly fulfills reporting obligations associated with professional practices.
- Standard 4: An educator entrusted with public funds and property honors that trust with honest, responsible stewardship.
- Standard 5: An educator maintains integrity regarding the acceptance of any gratuity, gift, compensation or favor that might impair or appear to influence professional decisions or actions and shall refrain from using the educator's position for personal gain.
- Standard 6: An educator keeps in confidence secure standardized test material as well as information about students and colleagues obtained in the course of professional service unless disclosure serves a professional purpose or is allowed or required by law.
- Standard 7: An educator refrains from using, possessing and/or being under the influence of alcohol, tobacco, or unauthorized drugs while on school premises or at school-sponsored activities involving students.

## **PERSONNEL POLICIES COMMITTEE**

The District shall have a Personnel Policies Committee (PPC) which will review all District policies, guidelines, regulations, and procedures that pertain to the terms and conditions of a certified personnel employment. This includes, but is not limited to, benefits, compensation, workday designations, holidays and non-instructional days, the annual calendar, methods of evaluations, extra duties, leave, grievance, dismissal or non-renewal, and reduction in force.

The PPC will consist of at least five (5) and no more than fourteen (14) classroom teachers and three (3) certified administrators, one (1) of which may be the Superintendent. The classroom members shall be elected by a majority of the classroom teachers voting by secret ballot. The election shall be solely and exclusively conducted by the classroom teachers, including the distribution of ballots to all classroom teachers. The Superintendent will appoint the administrative members.

The PPC shall organize itself by the first quarter of each school year. The committee will meet outside the school day and will receive no monetary compensation. A schedule of meeting dates will be developed. A chairperson will be elected by the committee and will be responsible for presenting policies to the Board at regularly scheduled board meetings. A secretary will also be elected by the committee and will be responsible for taking minutes and posting them on the website, and at each building. The Board will receive copies of the minutes from each meeting.

Either the PPC or the Board may propose new personnel policies or amendments. The Superintendent may recommend new personnel policies or amendments to the Board or to the PPC.

The Board may adopt, reject, or refer to the committee on personnel policies for further study and revision, any proposed policies or amendments to existing policies that are submitted to the Board.

Beginning with the 2013-2014 school year, the elected Certified Personnel Policies Committee Members will draw lot for three, two, and 1 year terms. In case of resignation of a certified member, the vacancy will be filled the next election cycle.

## **EQUAL EMPLOYMENT**

PCSSD shall operate the District consistent with all federal and state laws prohibiting discrimination. There is a detailed policy prohibiting a particular form of gender discrimination, sexual harassment. This policy is found beginning on page six (6) of these policies. This policy contains a procedure to be followed by an employee desiring to complain about this form of discrimination. The part of the policy dealing with making a complaint is found on page one-hundred and three (103) of these policies. All employees should note that the complaint procedure set forth in the sexual harassment policy is the same complaint procedure you should follow to complain about any other form of discrimination.



## **SEXUAL HARASSMENT**

### **Policy Overview**

1. It is the goal of PCSSD to treat all employees equally and to promote a workplace that is free of sexual harassment. Sexual harassment of employees occurring in the workplace or in other settings in which employees may find themselves in connection with their employment is unlawful and will not be tolerated by PCSSD. Further, any retaliation against an individual who has complained about sexual harassment or retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is similarly unlawful and will not be tolerated. To achieve our goal of providing a workplace free from sexual harassment, inappropriate conduct described in this policy will not be tolerated. This policy applies to all employees, supervisors, and agents. It also applies to those who are not employees but who have contact with employees during working hours.
2. Because PCSSD takes allegations of sexual harassment seriously, it will respond promptly to complaints of sexual harassment and, where it is determined that inappropriate conduct has occurred, the District will act promptly to eliminate the conduct and take appropriate corrective action as necessary, up to and including termination. It is every employee's responsibility to ensure his or her conduct does not violate this policy and does not imply harassment or retaliation in any form.

### **Definitions and Guidelines**

1. Sexual harassment includes any unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature where tolerance of such actions is made a condition of employment that interferes with an individual's work performance or creates an intimidating, hostile, or offensive work environment.
2. It is illegal and against PCSSD's policy for any employee, male or female, to harass another employee or to create a hostile working environment by either committing or encouraging the following:
  - a. Physical assaults on another employee, including but not limited to, rape, sexual battery, molestation, or attempts to commit these assaults
  - b. Intentional physical conduct that is sexual in nature, including but not limited to, touching, pinching, patting, brushing up against another employee's body, or blocking normal movement

- c. Interference with an employee's work because of his or her gender
  - d. Unwanted sexual advances, propositions, or sexual comments, including making sexual gestures, jokes, innuendoes, slurs, epithets, invitations, or comments made in the presence of any employee who has indicated that such conduct in his or her presence is unwelcome
  - e. Posting or displaying drawings, pictures, posters, calendars, graffiti, gestures, objects, or other materials that are sexual in nature or pornographic
  - f. Discriminating against any employee in work assignments or job related training solely because of his or her gender
3. It is illegal and against PCSSD's policy for any employee to make direct or implied requests of another for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits or continued employment or to avoid consequences such as demotion, termination, unfavorable reviews or unfavorable work assignments.
  4. The creation of an intimidating, hostile, or offensive working environment may include such actions as persistent sexual comments or the display of obscene or sexually oriented photographs or drawings. However, conduct or actions that arise of a personal or social relationship and that are not intended to have a discriminatory employment effect may not be viewed as harassment. PCSSD will determine whether such conduct constitutes sexual harassment based on a review on the facts and circumstances of each situation.
  5. PCSSD will not condone any sexual harassment of its employees. All employees, including supervisors and managers, will be subject to severe discipline, up to and including discharge, for any act of sexual harassment they commit.
  6. All employees will be protected from coercion, intimidation, retaliation, interference, or discrimination as a result of filing a complaint or assisting in an investigation.

### **Complaints of Sexual Harassment**

1. Any employee who perceives the comments, gestures, or actions of anyone including a supervisor, co-worker, customer, vendor, or visitor to be unlawful discrimination should immediately communicate to that person that such behavior is unwelcome. Failure to do so, however, does not prevent the employee from filing a complaint or in any way exonerate the harasser.

2. Any employee who has been harassed should immediately report the incident to his or her building principal or immediate supervisor. If the harassment involves the principal or supervisor, or if the employee does not feel it is appropriate to report it to the principal or supervisor, then the harassment should be reported to the Superintendent. If the harassment involves the Superintendent, or if the employee does not feel it is appropriate to report it to the Superintendent, then the harassment should be reported to the president of the Board of Education. Whenever possible, the report of harassment should be in writing.
3. A principal or supervisor who receives a complaint or has knowledge of harassment shall promptly inform the Superintendent, and a determination will then be made as to the nature and extent of any further investigation that may be warranted.

### **Sexual Harassment Investigation**

1. Every reported incident of sexual harassment will be promptly investigated. Private interviews will be conducted with the person filing the complaint, any witnesses, and the person alleged to have committed sexual harassment.
2. PCSSD will act promptly to eliminate the offending conduct, and where appropriate, will impose disciplinary action.

### **Disciplinary Action**

Upon conclusion of the investigation, PCSSD shall take all action it deems appropriate under the circumstances concerning the parties involved. Such actions may include, but are not limited to the following:

- \* Termination
- \* Suspension of employment without pay
- \* Written or oral warning
- \* Counseling
- \* Transfer

A non-employee who subjects a PCSSD employee to sexual harassment will be immediately informed of PCSSD's sexual harassment policy by a member of the administration. Other action may be taken as appropriate and required by the specific circumstances.

## **Communication**

In order to effectively communicate this policy to all PCSSD employees and ensure that all personnel decisions are in accordance with it, this policy will be distributed to all employees on an annual basis, in addition to the time of hire. It will also be available to employees upon request.

## **Other Forms of Discrimination or Harassment**

While this policy refers to sexual harassment, it is the intent of PCSSD to provide a work environment for all employees which is free of harassment and discrimination whether based on sex, race, color, religion, sexual orientation, age, national origin, ethnicity, disability, veteran, marital status, or any other protected status defined by law. Accordingly, this policy also applies to other forms of discriminatory harassment, and employees should utilize these procedures to report complaints regarding other forms of discriminatory harassment.

## **State and Federal Agencies**

**Federal -** U. S. Equal Employment Opportunity Commission  
Little Rock Area Office  
425 West Capitol Avenue, Suite 625  
Little Rock, Arkansas 72201

## **STAFF ETHICS/CONFLICT OF INTEREST**

The Board directs that no employee engage in, or have a financial interest in, any activity that raises a reasonable question of conflict with their duties and responsibilities as employees of the District. This means that:

1. Employees will not participate for financial remuneration in outside activities wherein their position is used to sell goods or services to District students or their parents.
2. Employees will not engage in any type of work when the source of information concerning customer, client or employee originates from information obtained through the District.
3. Employees will not engage in any type of work outside of his/her District employment which would interfere or be incompatible with District employment.
4. Employees will not be assigned in any position where the employee would be responsible to a relative.
5. Employees who are close relatives will not be assigned to the same administrative unit except by special permission of the Superintendent.
6. The District will follow the laws of the State of Arkansas regarding the employment of qualified relatives of members of the District's Board of Directors (A.C.A. 6-24-105).

Cross Refs.: GCRA Nonschool Employment by Professional Staff Members  
GCRD Tutoring for Pay

## **STAFF CONDUCT**

The Board believes that all employees share basic responsibilities for ongoing successful school operations. The Board requires of its employees that they:

1. Make themselves familiar with, and abide by, the laws of the state and the policies and regulations of the District as these affect their work.
2. Carry out assigned responsibilities with conscientious concern.
3. Exercise faithfulness and promptness in attendance at work.
4. Support and enforce policies of the Board and regulations of the school administration in regard to students.
5. Remain mindful that as employees in an educational setting, they are models that affect the development of young people.
6. Maintain in good standing any license required for their job assignment. These include, but are not limited to: Arkansas teaching certification; CDL license; plumbing, welding, and electrician license; ServSafe certification.
  - a. Lapse or revocation of a required license will result in disciplinary action up to and including job reassignment or termination.
7. Refrain from using cell phones or other electronic communication devices during instructional time. Staff members are allowed to carry cell phones, though they may only be used during non-instructional time.
  - a. All employees are forbidden from using cell phones while driving any District vehicle.
  - b. Violation may result in disciplinary action up to and including termination.

## **POSSESSION OF FIREARMS ON SCHOOL PROPERTY**

The District will follow Arkansas state law regarding the possession of firearms on school property.

1. No person shall possess a firearm:
  - a. Upon any District property;
  - b. In or upon any school bus; or
  - c. At a designated bus stop as identified on the route list published by the District each year.
2. A violation of this policy is a Class D felony.
3. No sentence imposed for a violation of this policy shall be suspended or probated or treated as a first offense under Arkansas § 16-93-301 et seq.

## **STAFF DRESS CODE**

Appropriate dress and personal appearance of employees is important in creating and maintaining the image of professional educators and role models. Therefore, it is the requirement of PCSSD that the dress and personal appearance be neat, clean, modest and appropriate for their assignments.



## **STAFF CONDUCT WITH STUDENTS**

A positive and professional interaction between students and faculty is extremely beneficial to the existence of a quality educational environment. It is therefore very desirable that relationships between students and faculty that foster such interaction should be encouraged. On the other hand, romantic and sexual relationships between employees and students are unhealthy, unsafe, and destructive to the people involved, as well as being the very antithesis of a quality educational environment. Therefore, any employee who engages in a sexual relationship or in a personal romantic relationship with a student will be subject to first offense discharge without further warning.

Sexual contact is a sufficiently clear term in that it requires no additional definition or amplification. The addition of romantic relationship to this prohibition is intended to make clear that it is not necessary to prove sexual contact between student and employee to have a violation of this policy. A romantic relationship, which is also prohibited, would be characterized by social contacts in the nature of dating and oral or written communications discussing strong affection or love for one another. Finally, a communication between an employee and student, whether oral, written, or electronic, that is sexually explicit or sexually suggestive is strongly indicative of improper conduct and the existence of a prohibited relationship.

It is the duty of every employee of the District to report to a building principal, equivalent immediate supervisor, or the Superintendent any conduct believed constitutes a violation of the fraternization policy. Failure to do so can itself be grounds for serious discipline up to and including termination.

## **STAFF GIFTS AND SOLICITATIONS**

### Gifts

The Board is aware that the custom of gift-giving is common to society as an expression of affection, gratitude and appreciation. The Board is also aware that the act of giving a gift may imply meanings not intended by either the donor or the recipient when either party has the authority or influence to affect the position of the other.

The Board believes that school personnel have an opportunity to teach and demonstrate by example that there are effective alternatives to expressions of personal feelings toward other persons. Those expressions in the schools may take the form of acts of appropriate conduct, efforts to achieve, cooperative work attitudes, pleasant dispositions and written expressions all of which are available without monetary costs.

The Board also believes that school employees should work in an environment that is as free as is possible from solicitations both from within the schools and from outside agencies.

District employees are prohibited from accepting items of material value from individuals or firms doing business with the District. Exception to this regulation is employee acceptance of minor items which are distributed by businesses through their public relations programs.

The Board, therefore, directs the Superintendent to develop regulations that will reduce to the lowest level possible the practices of giving and solicitations in the schools

### Solicitation of Funds

Solicitation of funds among staff members for gifts for other employees will be permitted in special circumstances such as bereavement or hospitalization of the employee, for mementos at retirement or transfer to another work location, or to acknowledge special occasions. Participation is at the sole discretion of the employee.

No organization may solicit from staff members within the schools or service units, nor may anyone distribute flyers or other materials related to fund drives through the schools without the approval of the Superintendent. Staff members will not be made responsible, nor will they assume responsibility for, the collection of any money or distribution of any fund drive literature within the schools unless the activity has the Superintendent's approval.

## **EMPLOYEE USE OF SOCIAL MEDIA**

### **I. PURPOSE**

The Pulaski County Special School District recognizes the value of teacher inquiry, investigation, and innovation using new technology tools to enhance the learning experience. The District also recognizes its obligation to teach and ensure responsible and safe use of these technologies. This policy addresses employees' use of publicly available social media networks including: personal websites, web logs (blogs), wikis, social networks, online forums, virtual worlds, and any other social media. The District takes no position on employees' decisions to participate in the use of social media networks for personal use on personal time. However, use of these media for personal use during District time or on District equipment is prohibited. In addition, employees must avoid posting any information or engaging in communications that violate state or federal laws or District policies.

### **II. GENERAL STATEMENT OF POLICY**

The District recognizes the importance of online social media networks as a communication and e-learning tool. Toward that end, the District provides District-approved technologies for e-learning and encourages use of District tools for collaboration by employees. However, public social media networks, outside of those sponsored by the District, may not be used for classroom instruction or school-sponsored activities without the prior authorization of the Superintendent, or designee, and parental consent for student participation on social networks. The District may use these tools and other communication technologies in fulfilling its responsibility for effectively communicating with the general public and to supplement classroom instruction. However, employees must avoid posting any information or engaging in communications that violate state or federal laws or District policies.

The line between professional and personal relationships is blurred within a social media context. When employees choose to join or engage with District students, families or fellow employees in a social media context that exists outside those approved by the District, they are advised to maintain their professionalism as District employees. District employees have a responsibility for addressing inappropriate behavior or activity on these networks, including requirements for mandated reporting.

### **III. DEFINITIONS**

**A. *Public social media networks*** are defined to include: personal, individual and non-work related accounts where users may create, share or view user-generated content, including

videos, photographs, blogs, podcasts, messages, emails or website profiles or locations such as Facebook, Twitter, LinkedIn, MySpace, Instagram, Flickr, Tumblr, Youtube, and any other social media generally available to the public or consumers and which do not fall within the District's electronic technologies network.

**B. *District approved password-protected social media tools*** are those that fall within the District's electronic technologies network or which the District has approved for educational use. The District has greater authority and responsibility to protect minors from inappropriate content and can limit public access within this limited public forum.

#### **IV. REQUIREMENTS**

All employees are expected to serve as positive ambassadors for our schools and to remember they are role models to students in this school district. Because readers of social media networks may view the employee as a representative of the schools and the District, the District requires employees to observe the following rules when referring to the District, its schools, students, programs, activities, employees, volunteers and communities on any social media networks:

A. An employee's use of any social media network and an employee's postings, displays, or communications on any social media network must comply with all state and federal laws and any applicable District policies.

Employees must be respectful and professional in all communications (by word, image or other means). Employees shall not use obscene, profane or vulgar language on any social media network or engage in communications or conduct that is harassing, threatening, bullying, libelous, or defamatory or that discusses or encourages any illegal activity or the inappropriate use of alcohol, use of illegal drugs, sexual behavior, sexual harassment, or bullying. Staff is 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.

Employees should not use their District e-mail address for communications on public social media networks that have not been approved by the District.

Employees must make clear that any views expressed are the employee's alone and do not necessarily reflect the views of the District. Employees may not act as a

spokesperson for the District or post comments as a representative of the District, except as authorized by the Superintendent or the Superintendent's designee.

When authorized as a spokesperson for the District, employees must disclose their employment relationship with the District.

Employees may not disclose information on any social media network that is confidential or proprietary to the District, its students, or employees or that is protected by data privacy laws.

Employees may not use or post the District log-on any social media network without permission from the Superintendent, or designee.

1. Employees may not post images on any social media network of co-workers without the co-workers' consent.
2. Employees may not post images of students on any social media network without written parental consent, except for images of students taken in the public arena, such as at sporting events or fine arts public performances.
3. Employees may not post any nonpublic images of the District premises and property, including floor plans.

B. The District recognizes that student groups or members of the public may create social media representing students or groups within the District. When employees, including coaches/advisors, choose to join or engage with these social networking groups, they do so as an employee of the District. Employees have responsibility for maintaining appropriate employee-student relationships at all times and have responsibility for addressing inappropriate behavior or activity on these networks. This includes acting to protect the safety of minors online. Employees shall annually disclose to the District the existence of and their participation in such networks.

C. Employees who participate in social media networks may decide to include information about their work with the District as part of their personal profile, as it would relate to a typical social conversation. This may include:

1. Work information included in a personal profile, to include District name, job title, and job duties.

2. Status updates regarding an employee's own job promotion.
3. Personal participation in District-sponsored events, including volunteer activities.

D. The Arkansas Department of Education *Rules Governing the Code of Ethics for Arkansas Educators* requires District staff to maintain a professional relationship with each student. The District encourages all staff to read and become familiar with the Rules. An employee who is responsible for a social media network posting that fails to comply with the rules and guidelines set forth in this policy and/or the *Rules Governing the Code of Ethics for Arkansas Educators* may be subject to discipline, up to and including termination. Employees will be held responsible for the disclosure, whether purposeful or inadvertent, of confidential or private information, information that violates the privacy rights or other rights of a third party, or the content of anything posted on any social media network.

E. Anything posted on an employee's website or web log or other Internet content for which the employee is responsible will be subject to all District policies, rules, regulations, and guidelines. The District is free to view and monitor an employee's public website or blog at any time without consent or previous approval. Where applicable, employees may be asked to disclose to the District his or her username and password for the purpose of accessing a social media account if the employee's social media account activity is reasonably believed to be relevant to a formal investigation or related proceeding by the District of allegations of an employee's violation of federal, state, or local laws or regulations or of the District's written policies. If the District requests that employees disclose to the District the employee's username and password for the reasons contained in this paragraph (E), the employee's username and password will only be used for the purpose of the formal investigation or a related proceeding.

In the event that the District inadvertently obtains access to information that would enable the District to have access to an employee's personal social media account, the District will not use this information to gain access to the employee's social media account. However, disciplinary action may be taken against an employee in accord with other District policies for using District equipment or network capability to access such an account. Employees have no expectation of privacy in their use of District issued computers, other electronic device or use of the District's network.

Cross reference: PULASKI COUNTY SPECIAL SCHOOL DISTRICT ACCEPTABLE USE POLICY  
(AUP) AND INTERNET SAFETY AGREEMENT

Legal reference: A.C.A. § 11-2-124

RULES GOVERNING THE CODE OF ETHICS FOR ARKANSAS EDUCATORS

Date Adopted: 06-25-14

## **DRUG FREE WORKPLACE POLICY**

The District has a compelling interest in the safety of its students, as well as in their educational, social, and behavioral development. The District also has a compelling interest in providing its employees with a safe, healthy, and professional environment in which to work. To promote these and other legitimate interests, the District adopts this drug free workplace policy. It is, therefore, the District's policy that District employees are prohibited from engaging in any conduct at any place or any time that violates a state or federal criminal statute related to controlled substances, including the unlawful manufacture, distribution, dispensation, possession, or use thereof. Such actions are prohibited both while at work, and in the performance of work-related tasks while off District property. Violation of this policy will subject the employee to discipline, up to and including termination.

The District will 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.

It is a violation of this policy for an employee to be under the influence of alcohol or a controlled substance while present at work, or performing work-related tasks while off District property. It shall not be necessary for an employee to be intoxicated to violate this policy. It is enough to constitute a violation that an employee physically manifests being under the influence of alcohol or a controlled substance. Those physical manifestations include, but are not limited to: unsteadiness; slurred speech; dilated or constricted pupils; incoherent or irrational speech; and the presence of an odor associated with a prohibited substance on one's breath or clothing. The fact that an employee may be unintentionally under the influence, *e.g.*, unexpected reaction to prescription medication, does not negate the violation of this policy, but is a factor to be considered in determining what punishment, if any, would result from the violation.

When the administration is confronted by an employee it suspects might be under the influence of alcohol or a controlled substance, it may request that the employee immediately submit to a chemical test of the employee's blood, breath, or urine to determine the presence of alcohol or a controlled substance therein. The test will be at the expense of the District. It will be conducted in the same manner as the tests in the student drug testing policy. Refusal of a test request by the employee will be considered by the administration as evidence of being under the influence.



Any employee who is charged with a violation of any state or federal criminal statute law relating to controlled substances must notify his supervisor of the charge within five (5) calendar days, excluding holidays, of having been charged. The supervisor who is notified of such a charge shall notify the Superintendent immediately. If the supervisor is not available to the employee for any reason, the employee shall notify the Superintendent within the five (5) day period.

Any employee convicted of any state or federal criminal drug statute violation shall report the conviction within five (5) calendar days to the Superintendent. Within ten (10) calendar days of receiving such notification, whether from the employee or any other source, the administration shall notify the 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.

Being convicted of violation of a state or federal criminal controlled substances statute is a disciplinary offense of the first magnitude which will normally result in first offense discharge without warning or progressive discipline.

Employees are reminded that reporting for work while impaired from prescription medications is a violation of this policy. The burden is on the employee to learn the possible effects of any prescribed medication and refrain from reporting to work in the same manner as the employee would for any other condition that makes the employee physically unable to perform his or her job.

Employees are also cautioned against bringing prescription medications to work even for legitimate self-medicating. This policy does not absolutely prohibit it because there are circumstances under which it is necessary and reasonable to have one's prescription medication at work. However, the burden is strictly on the employee to manage the situation in a manner that does not result in a violation of this policy, including being responsible for the medication not coming into the possession of another person. Remember that the fact that a prescription is required to obtain the medication means that it is a controlled substance. If there is any way to do it, the employee should manage without introducing the medication into the workplace.

**DRUG FREE WORKPLACE POLICY ACKNOWLEDGMENT**

I, \_\_\_\_\_, hereby certify that I have been presented with a copy of the Pulaski County Special 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 the District.

Signature \_\_\_\_\_

Date \_\_\_\_\_

## **TOBACCO-FREE WORKPLACE**

Smoking is prohibited in all District buildings, property, and District-owned vehicles. Furthermore, smoking is not permitted outside facilities where the smoking may be observed by students.

For purposes of this policy, “smoking” will mean all uses of tobacco, including cigars, cigarettes, pipes and tobacco products.

## **STAFF HEALTH AND SAFETY**

The Board, through its safety program and various policies pertaining to employees, will seek to assure the safety of employees during working hours and assist them in the maintenance of good health.

Employees in the District who have tested negative on annual tuberculosis testing in previous years will not be required to have an annual skin test. Employees new to the District and those employees who have previously tested positive are required to comply with law or regulation in regard to the tuberculosis testing and any other testing required for school employment.

District employees working in high risk positions will be required to become familiar with the safety guidelines and protective actions relative to their employment.

Whenever an employee's health appears to be a hazard to him, to other employees or students, or to interfere with his job performance, he may be required to undergo a medical examination at District expense.

## **POLITICAL ACTIVITIES AND ELECTION TO OFFICE**

Employees of the District are encouraged to exercise their rights as citizens and run for election to or accept appointment to public office. This freedom is subject, however, to the following policies.

Employees elected or appointed to offices requiring some full-time service, such as the Arkansas General Assembly, may utilize the existing leave of absence policy and receive an unpaid leave for the actual period of full-time public service. Note that the Attorney General's opinion of Arkansas law is that the District is prohibited from granting employees time off with pay for the purpose of engaging in public service or related activities.

Employees may use their personal days, and if applicable, vacation days, for less than full-time public service and related activities under existing policies for utilization of such time off. Note that under existing District policies and Arkansas law, time off for public service is not reimbursable by using teacher sick leave. Claiming teacher sick leave time for reasons other than permitted by these policies and Arkansas law is fraudulent and could subject an employee to discipline up to and including discharge.

Under Arkansas law, a school board member cannot be employed by the school district on whose board of education the board member serves.

## **SOLICITATION AND PETITIONS**

There shall be no systematic solicitation of any employee or any student, including circulation of petitions, by any other employee without first obtaining the express written permission of the building principal. As a general rule, no form of solicitation not directly related to the educational process will be approved to be engaged in by any employee during times and in places where educational interaction between employees and students is taking place.

Only solicitation of students to participate in or support academic or extracurricular activities will normally be considered directly related to the educational process. Likewise, solicitations of students by employees or other students will generally be approved only after close scrutiny to ensure that the activity does not interfere with the educational process.

Any solicitation of employees by other employees that is approved will generally be limited to non-working times and non-working areas of the buildings. It is the intent of this policy that it apply to all solicitation and that solicitation be broadly defined to include all requests by one person for action or inaction from another person.

## **PERSONNEL RECORDS**

It is the intent of the Board that the District maintains one official personnel file for each employee in the Human Resources Department.

Information obtained prior to employment, including confidential placement papers, information prepared by an identifiable employment interview committee, and information obtained in connection with an interview for promotional purposes, will be maintained in a file and will not be available to the employee for inspection without a court order.

Material of a derogatory nature will not be placed in the personnel file unless the employee has received a copy and has had an opportunity to review the material. The employee will have the right to submit a written answer to such material and attach it to the file copy.

Individual personnel files will be confidential and not open to public inspection unless required to be open pursuant to the terms of the Arkansas Freedom of Information Act or Federal Privacy Act.

Access to an employee's personnel file during normal circumstances will be limited to the Superintendent or designee(s) or other school administrators who have a proper purpose.

An employee or his designee will have access to the official personnel file during regular working hours and such authorization of a designee will be in writing.

An employee may duplicate any material contained in the file without charge.

A log will be maintained showing the names of persons who examine the contents of the file and the dates on which the file was examined.

If an employee's personnel file or any of its contents are subpoenaed in accordance with a legal proceeding or examined as part of a law enforcement inquiry or a governmental agency investigation, the employee will be notified in writing.

## **EMPLOYMENT AND ASSIGNMENT OF LICENSED PERSONNEL**

Licensed personnel shall be employed pursuant to written contracts. Employment contracts shall in all particulars conform with Arkansas law relative to the creation, extension and termination of teacher employment contract, in particular A.C.A. §6-17-1506.

Licensed employees will generally be hired, rehired, and assigned to fill particular positions as stated on the face of the employee's contract. The District will endeavor to adhere to those assignments. Employees are reminded, however, that all assignments are at the discretion of the Superintendent and that it may be necessary from time to time to assign an employee to a position or job other than the one specified in the contract. Change of assignment after signing the contract shall not affect the employee's compensation. Employees are expected to accept and satisfactorily perform any such reassignment.



## **COMPENSATION AND CONTRACTS**

Licensed personnel shall be employed on written contracts as stated. The compensation shall be determined by a salary schedule adopted by the Board of Education pursuant to law. A copy of the current salary schedule is attached to and made a part of these policies. The scheduled salary shall be stated on the face of the contract. The term of the contract shall also be stated on the face of the contract. Completed contract forms will be mailed or delivered to the employee. Such forms will constitute an offer and will become binding when returned signed by the employee and executed by PCSSD as required by law. Contract forms not returned executed within thirty days after the date on the cover memorandum forwarding the contract to the employee will be conclusively determined to have been rejected by the employee, and the employee conclusively determined to have voluntarily resigned without further action by the employee, Superintendent, or school board.

Anything in these policies to the contrary notwithstanding, an employee who has signed and returned a contract form as required above shall have an additional period of time in which to unilaterally rescind that contract. The period of time for such rescission shall be the first ten days next following the last official school day for the current school year.

Employee resignations normally should be in writing stating that the resignation is effective immediately or on a certain date and the writing delivered to the Superintendent. A written resignation is effective when received by the Superintendent and is irrevocable. Resignations do not require action by the school board. While resignation should be in writing, any employee who clearly, unequivocally, and without qualification manifests by word or deed an intention to terminate the employment relationship shall have resigned effective immediately without further action by the employee, Superintendent, or school board. Employees should note the statutory restrictions against employment of a person under contract by another Arkansas school district remain effective unless and until an employee who resigns receives a written release from the Superintendent.

Persons resigning or being terminated prior to the end of their contract term will be paid for the total number of days actually worked, with final payment due the next regular payday.

All persons employed as licensed personnel by PCSSD must possess the credentials and qualifications required by the State Department of Education and the North Central Association of Colleges and Schools.

## Contracts

The Board recognizes that attractive compensation plans—which include adequate base salary, graduate credit, experience incentives, and employee benefits—are necessary to attract and hold highly qualified and competent employees to provide a quality education program.

It is the Board's intent to review all certified staff compensation plans annually and, once adopted by the Board, the plans will be regarded as current policy.

The Board will adopt, and maintain under review, a system of compensation for certified staff. Positions will be classified and assigned appropriate levels on schedules which reflect the position, preparation and experience.

In accordance with law, individual contracts will be issued to all certified employees as follows:

### 1. Probationary Contracts

During the first academic year of employment by the Pulaski County Special School District, a certified employee will be employed on a probationary contract, regardless of his previous experience. A certified employee who has completed three (3) successive years of employment in another Arkansas district prior to employment with this District will be granted tenure status if reemployed at the end of the probationary year. All other certified employees' probationary status will continue for successive academic years until employment by this District exceeds three (3) academic years.

### 2. Tenure Contract

Certified employees who are re-employed after completion of three (3) consecutive years with the District acquire tenure status.

### 3. Supplemental Contract

A supplemental contract will be entered into with each certified employee performing assigned supplemental duties for which compensation is paid in addition to compensation allowed for regular duties. Such contracts will not necessarily coincide in length with the primary contract.

#### 4. Temporary Contracts

Any teacher hired after the first work day of the work year will be employed on a temporary contract and will be required to sign a resignation form upon hire reflecting the appropriate contract end date.

All contracts, other than the Superintendent's, will be awarded by the Board upon the Superintendent's recommendation and for a period of one (1) year.

#### Return of Contract

An employee shall have thirty (30) days from the date of the receipt of his contract for the following school year in which to return the contract, signed, to the office of Human Resources. The date of receipt of the contract shall be presumed to be the date of the contract.

Failure of an employee to return the signed contract within thirty (30) days shall operate as a resignation by the employee. No further action on the part of the employee, the Superintendent, or of the School Board shall be required in order to make the employee's resignation final.

#### Work Year

1. The regular work year for teachers shall be 190 days.
2. The work year for teachers on extended contracts shall be 190 days plus the number of additional days for the position held.

#### Salary Schedule Placement

##### **Certified Teachers:**

1. Teachers shall initially be placed on the column of the salary schedule in accordance with experience, academic credits earned, and degrees held at the time of employment.
  - a. Newly hired teachers have until October 1 to submit documentation of experience, credits earned, and degrees held to the Human Resources Division. If hired after October 1, the teacher has 30 days to submit this documentation.

- b. Newly hired teachers may not receive pay until the following documentation, at a minimum, is received by the Human Resources Division:
    - i. A valid, original Arkansas teaching certificate
    - ii. An official college or university transcript or e-transcript
    - iii. Verification of current TB-skin test as required by law
    - iv. A copy of Social Security Card
    - v. A copy of driver's license or other photo identification
    - vi. A completed application for membership in the Arkansas Teacher Retirement System
    - vii. A copy of birth certificate
    - viii. A completed I-9 Form
    - ix. A Form W-4
2. Teachers who are under a written contract with a district or multiple districts for a minimum of 160 days during a school year shall receive a full year experience credit on the teacher salary schedule for each year.
3. The experience was acquired in a public or private Pre-K-12 school, and the teacher was certified.
4. The school(s), where the teacher was employed, was accredited by a regional accreditation agency or recognized by the Arkansas Department of Education.
5. Effective July 1, 2003, teachers currently employed in the District will be placed on the appropriate step based on prior years experience in/out of the District and number of years in the District.
6. College teachers shall be granted experience credit on the teacher salary schedule in accordance with 2 above, provided that all of the experience conditions are met as follows:
  - a. The individual held valid Arkansas teaching license for the position being hired for during the applicable years of teaching tenure.
  - b. The teaching experience was on a full time basis for a minimum of 160 days.
  - c. The teaching experience was acquired in an institution that is accredited by a regional accreditation agency.

- d. These provisions are non-retroactive for teachers currently employed.
- 7. All documentation to meet the provisions of this section shall be the responsibility of the teacher.
- 8. Salary schedules will be posted on the District website.

Salary Advancement for Educational Credit

- 1. Effective July 1, 2003, the educational index on the teacher salary schedule will be four and eight-tenths (4.8%) percent of the previous lane.
- 2. Effective July 1, 2012, a teacher holding an Educational Specialist degree will receive an additional \$1,000.
- 3. Effective July 1, 2012, advanced educational increments on the District's teacher salary schedule shall be based on the following:
  - a. Advanced credits must be graduate-level hours.
  - b. Graduate hours must be earned from an institution accredited by a regional accreditation agency or approved by North Central Association for Teacher Education.
  - c. Upon completion of requirements of the Master's degree, any graduate hours not included in the Master's program will be used for educational placement above the Master's degree.
- 4. Advancements on the salary schedule will be as follows:
  - a. Teachers eligible for advancement through graduate hours shall be advanced on the salary schedule following submission of initial proof by the teacher that the requirements have been met for the advancement. Documentation for submission of initial proof shall be an official transcript.

- b. The teacher's paycheck will reflect the salary advancement by October 15 for documentation submitted by October 1.
- c. Teachers who miss the October 1 deadline to submit documentation will be paid the salary advancement at the beginning of the next school year.

#### Phase-Out of Educational Advancement Credit for Professional Growth Classes

Effective July 1, 2012, credit for advancement on the salary schedule due to Professional Growth (i.e. Blue Book) classes will be phased out over a three (3) year period, one range per year, until the teacher is on the salary range which reflects his/her graduate-level educational attainment.

For example, a teacher who holds a Master's degree only, but has taken Professional Growth classes to reach a Master's plus forty-five (MA+45) on the salary schedule will be reduced to a Master's plus thirty (MA+30) for the 2012-2013 school year; Master's plus fifteen (MA+15) for the 2013-2014 school year; and Master's (MA) for the 2014-2015 school year.

At any time during this phase-out period, the teacher may submit evidence of graduate-level coursework completion, following the provisions in 4 above.

#### Salaries Payable

1. Salaries due and payable to teachers hired after the first workday of the work year shall be prorated, i.e., scheduled annual salary divided by the number of workdays times the remaining number of days in the work year.
2. Salaries due and payable to teachers whose service terminates prior to the last workday of the work year shall be prorated, i.e., salary due equals scheduled annual salary divided by the number of days in the work year, times the number of days worked.
3. The Educational Excellence Trust Fund will be computed and distributed in accordance with Arkansas Law Title XI Section 5.301 as follows:
  - a. Prior to the distribution to eligible certified personnel FICA will be subtracted from the excess Educational Trust Fund total as determined in 3 above.

b. The Educational Excellence Trust Fund will be computed as follows:

- i. The Educational Excellence Trust Fund distribution ratio of teacher and other certified personnel will be based on the number of teachers and other eligible certified personnel using the allocated FTE number in the annual Board approved budget.
- ii. the percentage increase to be applied to the base of the teacher salary schedule.

4. All salary increases will be effective July 1.

a. All eligible teachers who worked under a written contract for 160 days will receive an experience step.

5. If a teacher is required to work more days than provided for under the teacher's contract, then the teacher's pay under the contract shall be increased proportionately so that the teacher will receive pay for each additional day the teacher is required to work at no less than the daily rate of pay to the teacher under the teacher's contract as per ACA 6-17-807.

Longevity Pay

1. Teachers shall be entitled to and shall be granted longevity pay upon reaching the equivalent of step seventeen (17) on the salary schedule.
2. All teachers at the equivalent of step (17) and above are eligible for longevity pay.
3. Longevity pay shall be no less than two (2%) percent of the Base (B+1) salary and the two (2%) percent shall be applied as follows after reaching the equivalent of step seventeen (17):

Salary Lane	Longevity Pay
B	100% of 2% of Base (B+1)
B+12	107% of 2% of Base (B+1)
B+24	115% of 2% of Base (B+1)
M+0	125% of 2% of Base (B+1)
M+15	130% of 2% of Base (B+1)
M+30	135% of 2% of Base (B+1)
M+45	140% of 2% of Base (B+1)

Doctorate

145% of 2% of Base (B+1)

4. Longevity payments shall be made to eligible teachers by adding the longevity pay amount to the salary payable to the teacher on the teacher salary schedule.

**Certified Administrators:**

1. The administrative salary schedule will reflect a salary for each of eighteen (18) levels for 244 day administrators and seven (7) for less than 244 day administrators, each of which will contain steps one (1) through thirteen (13).
2. Newly hired administrators may not receive pay until the following documentation, at a minimum, is received by the Human Resources Division:
  - a. A valid Arkansas teaching certificate
  - b. An official college or university transcript or e-transcript
  - c. Verification of TB-skin test as required by law
  - d. A copy of social security card
  - e. A copy of driver's license or other photo identification
  - f. A completed application for membership in the Arkansas Teacher Retirement System
  - g. A copy of birth certificate
  - h. A completed I-9 form
  - i. A completed W-4 form
3. Administrators who are under a written contract with the District for a minimum of 160 days will receive a full year experience credit on the administrative salary schedule for the succeeding year.
4. Effective July 1, 2010, administrators new to the District will be granted up to twelve (12) years for out-of-district experience on the salary schedule. Also effective July 1, 2010, new administrators will be given one (1) year of administrative experience for every three (3) years of teaching experience. Teachers promoted from within the District to an administrator will be placed on the administrative salary schedule at daily rate of primary contract times the number of days of administrative contract or base pay for the position, whichever is greater. Administrative personnel employed from outside the District may be granted a



maximum of twelve (12) steps for comparable successful experience. (Other administrative responsibilities which are not comparable may receive one-half (1/2) year experience, with a maximum allowed of thirteen (13) years.)

5. The District shall comply with the state law granting total administrative experience for out-of-district employees and placement on the administrative pay scales. The same policy shall apply with current administrative placement on the salary schedule.
6. Reclassification of personnel during a contract year will be done by increasing or reducing salary by two percent (2%) per salary level above/below the scheduled salary of the former position and prorating the amount for the remainder of the contract.
7. Reclassification of personnel at the beginning of a contract year will be done by increasing or reducing salary by two percent (2%) per salary level above/below the scheduled salary of the former position for the current year.

#### Advanced Degree Compensation

1. An administrator holding an Educational Specialist degree will receive an additional \$1,000.
2. An administrator holding a Doctorate of Education or an education-related field will receive an additional \$2,500.
3. This stipend will be paid based on the highest degree awarded.

#### Salaries Payable

1. Salaries due and payable to an administrator hired after the first workday of the work year will be prorated, i.e., salary due equals scheduled annual salary, divided by the number of workdays times the remaining number of days in the work year.
2. Salary due and payable to an administrator whose service terminates prior to the last work day of the work year will be prorated, i.e., salary due equals scheduled annual salary, divided by the number of days in the work year, times the number of days worked.

### Longevity Pay

1. Administrators will be entitled to and will be granted longevity pay upon reaching the equivalent of step thirteen (13) on the salary schedule.
2. Beginning July 1, 2010, step thirteen (13) will include a longevity adjustment based on 3.0% of the first step (base salary) which equals 2.058% of the twelfth (12) step of the administrators' salary level.

### **All Certified Staff:**

### National Board Certification Incentive Pay

1. Certified employees who obtain National Board Certification will be paid an annual stipend of \$3000 for each year the certification is valid.
2. Submission of proof shall be the National Board Certificate or official notification from the National Board of Professional Teaching Standards, and shall be submitted to the Director of Human Resources.
3. The annual stipend will be paid in one (1) installment by June 1.

### Attendance Incentive

Each employee who has been employed by the District for a minimum of three (3) years who retires under the Arkansas Teacher Retirement System shall be paid the certified substitute teacher rate of pay for each sick leave day remaining at the end of the employee's final year of employment with the District.

- a. Eligible employees shall be compensated for all unused sick leave days on or before July 31.
- b. Payment shall be made in one (1) lump sum separate from regular salary payments due to the employee.

## Pay Periods

1. Each employee will be paid on twenty-six (26) biweekly installments on Fridays, unless the Friday is a holiday, wherein the employee will be paid on the earliest preceding day. When the calendar has fifty-three (53) Fridays, employees will be paid in twenty-seven (27) biweekly installments.
2. All checks will be delivered on or before June 30 of each year.

## Phase-Out of Professional Growth Contract Payments

Effective July 1, 2012, all Professional Growth Contracts in effect at that time will be phased out over a three-year period as follows:

1. For the 2012-2013 school year, the Professional Growth Contract will be equal to 2.67% of the certified employee's primary contract salary.
2. For the 2013-2014 school year, the Professional Growth Contract will be equal to 1.33% of the certified employee's primary contract salary.
3. Beginning with the 2014-2015 school year, the Professional Growth supplemental salary will not be paid.
4. Credit hours completed by June 30, 2012, will qualify for a Professional Growth Contract if proof of satisfactory completion is received by the Human Resources Department by October 1, 2012. These new contracts will be subject to the phase-out schedule as described in 1 and 2 above. No new contracts will be issued after July 1, 2012 except for those who qualify under this provision.
5. Professional Growth Contracts with expiration dates prior to June 2014 will expire on their current expiration date. The phase-out schedule as described in 1 and 2 above will apply.
6. Until the phase-out is complete, the Professional Growth Contract will be payable in two equal payments on the first payroll date in December and May and will be prorated for any days the teacher is on leave without pay.

## COMPENSATION FOR ADDITIONAL WORK/SUPPLEMENTAL PAY

### Certified Teachers:

#### Compensation for Activities

1. Teachers engaged in after-school activities will be compensated provided the activity is an event for which admission is charged.
  - a. School activities will be supervised by volunteers.
  - b. If attempts to secure sufficient voluntary help fail, teachers will supervise after-school activities with equitable assignments.
  - c. Compensation will be computed in fifteen (15) minute intervals.
2. This provision excludes paid sponsors of student activities who are compensated on the supplemental salary schedule.

#### Department Chairperson

1. Each high school department will have a department chairperson.
2. Each middle school will have a department chairperson for each core area, for special education, and for each encore area.
3. A secondary teacher serving as a departmental chairperson for a minimum of two (2) FTE's or twelve (12) sections (including her/his own) shall be compensated annually at the rate of \$16.67 per section up to a maximum of \$800.00 per year for departmental responsibilities.
4. If a classroom teacher is assigned to more than one (1) department, the compensation to the departmental chairperson shall be prorated accordingly.

### Homebound Instruction

1. Participation in the Homebound Instruction program shall be voluntary.
2. At the beginning of each school year, the Human Resources Division shall advertise to recruit applicants interested in filling a position as a homebound instructor.
3. The chosen applicants, who will work on an hourly basis, shall be paid their pro rata hourly rate.
4. Compensation will be computed in fifteen (15) minute intervals.
5. In the event that travel is required the reimbursement to the teacher shall be at the rate established in District Policy.
6. With the exception of 5 above, this section does not apply to permanently-assigned homebound instructors.

### Summer School

1. Participation in the summer school program shall be voluntary.
2. Teaching positions in the program will be offered to District teachers before they are offered to other persons.
  - a. Candidate selection and notification will be done through the Learning Services Division.
3. Guidelines concerning salary and teacher recruitment for summer school will be determined by the Learning Services Division each school year based on need.

### Supplemental Salary for Extra Duty

1. The supplemental salary schedule shall:
  - a. Be for duty beyond the regular school day.

- b. Be for continuing type duty.
  - c. Provide compensation as per the supplemental salary schedule.
  - d. Require performance guidelines for each activity to justify the amount of supplement.
  - e. Be monitored and justified by immediate supervisor that performance has been accomplished and supplemental salary should be paid.
2. All supplemental salaries will be paid with regular wages. No separate checks will be issued.

### Extended Contracts

A teacher employed beyond 190 days will be contracted for the total days employed and paid a daily rate as determined by his/her placement on the teacher salary schedule.

### Saturday School Program

1. Should the Board continue to implement the Saturday School Program, the following guidelines will apply:
  - a. Teacher participation in the Saturday School Program shall be voluntary.
  - b. Principals may award the positions on an annual basis.
2. A Saturday School teacher will be compensated at the rate of sixty-five dollars (\$65.00) per Saturday.

\*All applicable IRS regulations will be followed regarding all salaries and stipends. (See IRS Publication 15 2009)

### **Certified Administrators:**

The Board directs that administrators who are regularly assigned to duties which require time or responsibilities over and above their basic contractual obligations will receive extra compensation in accordance with a supplementary salary schedule.

Positions and appointees to the positions will be recommended by the Superintendent and approved by the Board. Appointees will be issued a contract for the terms of their extra employment.

### Summer School

1. Participation in the summer school program will be voluntary.
2. Administrative positions in the program will be offered to District Administrators before they are offered to other persons.
  - a. Candidate selection and notification will be done through the Instructional Division.
3. Supplemental salary compensation for all Administrators (Elementary, Middle School, and Senior High) will be as outlined in the Business Procedures Manual.

### Supplemental Contract

The supplemental contract will:

1. Apply to duties not contained in the job description.
2. Provide compensation as per the supplemental salary schedule.
3. Provide remuneration at the individual's daily rate of pay when service is required beyond contracted days.

## **FRINGE BENEFITS**

With coverage effective April 1, 2012 and the first payroll deduction occurring on the first payroll in March, 2012; the District shall provide each eligible employee with insurance as follows:

### **1. Health Insurance**

- a. The District shall pay a maximum of \$272.80 per month per eligible employee for health insurance through the Arkansas State Employee Health Insurance Plan.
- b. The District contribution toward health insurance may be applied to any policy offered in the state-sponsored plan.
- c. Any employee who chooses a health insurance plan with premiums less than \$272.80 per month will not be compensated for the difference.
- d. Monthly insurance premiums for any health insurance plan chosen by the employee in excess of \$272.80 will be paid by the employee.
- e. The District shall maintain open payroll account deductions for insurance premiums.

### **2. District-paid Dental, Vision, Disability, and Life & AD&D Insurance**

- a. The District shall provide dental insurance, vision, insurance, long-term and short-term disability insurance, and a minimum of \$10,000 life and AD&D insurance to each employee, at no cost to the employee.
- b. The District shall maintain open payroll account deductions to pay for any policy in which the employee "buys-up."
- c. No employee will experience a lapse in coverage solely as a result of the transition to District-paid coverage.

The District shall implement a Section 125 Plan (Cafeteria Plan) that allows employees to pay for the cost of eligible premiums, co-pays or deductions with pre-tax dollars on a monthly basis.

1. Upon written request of the employee, the District agrees to provide all information necessary to allow for the smooth transition from payroll deduct.
2. The employee's written request must be submitted to the District's Chief Financial Officer (CFO) no later than February 1.
3. The District's CFO shall provide the requested information to the employee no later than March 1.



## **WORK LOAD**

The teaching load in the various schools comprising the PCSSD shall be in compliance with the standards for accreditation of the Arkansas Public Schools.

All activities of the students sponsored by the schools are considered a part of the educational program and as such shall be supervised by the staff on a rotating basis. Employees are reminded that it is their continuing responsibility to maintain order, supervise, and protect students. This responsibility exists even during times when these policies promise you freedom to pursue other activities, e.g., planning or lunch periods, or promise you additional pay if you have to work.

All classroom teachers will be provided a planning period and a lunch period each school day. A master schedule will be created for each building by the building principal indicating when each teacher's planning period and lunch time will be. The planning period is provided for the purposes of giving the teacher time to schedule conferences, and do instructional planning and class preparation. The scheduling of particular activities within the planning period will be at the discretion of the teacher. The planning period will be at least forty (40) minutes.

At any official school activity, improper student behavior as defined by District policies will not be considered as cause for sponsor dismissal, suspension or other punitive action unless the sponsor knowingly permits improper behavior or does not take reasonable disciplinary action when improper behavior is discovered.

### Class Size

Class size will be determined in accordance with Arkansas Department of Education standards.

### Non-Instructional Duties

1. Teachers will be assigned duty with a maximum of sixty (60) minutes per week.
2. Teachers may receive a stipend for duty, if working more than 60 minutes per week.
3. Teachers will not be required to transport students in their personal vehicles for school business matters.

4. Teachers required to perform non-instructional duties during their preparation time will be compensated their hourly rate of pay in accordance with ACA 6-17-114.

### Lunch Duty

1. Teachers will not be assigned lunch duty and for 100% of the student contact days will be provided a duty-free, uninterrupted lunch period equal to the time of the student lunch period, but in no case less than 30 minutes.

### Substitutes

1. The District agrees to maintain a list of qualified persons to serve as substitutes and who will perform the duties of absent teachers.
2. The teacher will be responsible for entering their absence(s) into the automated substitute management system no later than 6:00 a.m. on the day of the absence.
  - a. After 6:00 a.m., the teacher will also notify the principal or designee of their absence(s) and submit the appropriate materials necessary to conduct classes in their absence.
  - b. The teacher will submit an appropriate leave form within twenty-four (24) hours following their return to work.
  - c. If the automated management system malfunctions or if a teacher is unable to utilize the system, the teacher will notify the principal or designee.
3. Principals will make an effort to secure qualified substitutes for long term assignments of ten (10) days or more.

### Lesson Plans

1. Teachers may be required to turn in lesson plans.
2. A teacher will develop written lesson plans weekly.

3. Teachers will make lesson plans available for viewing upon request from an administrator.
4. If the teacher is absent he/she will make available materials needed for the substitute teacher to conduct the activities of the day.

#### Class Sanctity

1. The Board recognizes the importance of uninterrupted classroom learning time and agrees that interruptions shall be kept to an absolute minimum.
2. Special activities during the school day will be scheduled on a rotating basis, when appropriate, or class schedules will be adjusted in an effort to provide equitable learning time in the classroom.

## **EXTRA DUTY**

Extracurricular duties are considered a normal part of a teacher's work. The allocation and assignment of such duties in each school is the responsibility of the principal. The District recognizes and intends to comply with requirements of certain statutes and regulations, and these policies require that teachers be paid for performing duties outside those considered to be the normal extracurricular and teaching duties of the particular teacher.

Teachers are cautioned, however, that the question of entitlement to additional compensation is completely unrelated to a teacher's obligation while at school to follow the reasonable directions of your building principal or supervisor. Likewise, a teacher's general obligation to exercise individual initiative to supervise and protect students exists before, throughout, and after the school day. A person's violation of either obligation can result in disciplinary action.

## **TRAVEL REIMBURSEMENT**

The Board of Education recognizes the importance and desirability for school personnel to make out-of-district trips on school business. Trips may include, but not be limited to, attendance at meetings, such as state and national conferences/workshops, and observational visits to other schools. It is encouraged that conferences and meetings be tied to the building's Comprehensive School Improvement Plan.

School vehicles should be obtained from the Director of Transportation for approved travel. If a school vehicle is not available or an employee provides personal transportation, mileage will be reimbursed at the same rate as the Arkansas State reimbursement rate. Mileage may be verified using the [www.mapquest.com](http://www.mapquest.com) Staff members traveling to the same meeting are directed to car pool when practical.

Meals will be reimbursed for travel requiring overnight lodging. No more than forty-two dollars (\$42.00) per day (breakfast \$8.00; lunch \$14.00; and dinner \$20.00) will be reimbursed. Gratuity is not a reimbursable expense. There will be no meal reimbursement for one-day trips.

The District will pay for overnight lodging for the employee only. This amount will be whatever is the conference rate and/or approved rate by the supervisor of the employee at the hotel that is closest to the traveler's work assignment and/or meeting. Overnight trips are discouraged unless necessary. Therefore, employees are directed to travel the day of the event if the event is within two hours normal driving time and the event begins at 8:00 a.m. or later. Double occupancy is expected when more than one employee attends the same event and gender permits room sharing. Hotel receipts are required and should be turned in to the central office immediately upon return to the District.

Among the charges that the District will not reimburse are:

- \* Valet parking
- \* Personal phone calls
- \* Rental of videos or in-room movies
- \* Alcoholic beverages
- \* Gasoline receipts, if receiving mileage reimbursement

### **Out-of-District Travel Guidelines/Procedures:**

1. All travel must be pre-approved (even if there is no cost to the District).
2. The Request for Leave form will be used to pre-approve and authorize travel as well as approve reimbursement of estimated expenses.
3. Travel is requested on the Request for Leave form and should be given to the employee's supervisor for approval at least two weeks prior to the travel date.
4. The traveler is to complete an Expense Voucher form for each separate check to be issued.
5. The traveler is to complete any paperwork (registration form, etc.) in its entirety and attach to the corresponding expense voucher.
6. Supervisors are responsible for ensuring that expenditures are within District guidelines

### **In-District Travel Guidelines/Procedures:**

Staff members who are required to travel from building to building during the regular work-day will be reimbursed at the same rate as the Arkansas State reimbursement rate. The reimbursement will only be for required daily travel from one building to another. Mileage will only be paid for one way between buildings, unless the employee is required to travel back to his/her beginning location during regular work hours.

It will be the employee's responsibility to get from home to work and from work back home. The employee will be responsible for submitting an in-district travel form at the end of each quarter for reimbursement. Travel time between schools will not be required during a teacher's lunch period or a teacher's preparation period.

## **STAFF MEETINGS**

Unless specific notice is given, all employees are expected to attend the preschool faculty workshop prior to the opening of school and a reasonable number of mandatory staff meetings scheduled during the school term. Employees are cautioned that having completed your annual hourly staff development/in-service education requirement does not automatically excuse a person from attendance at preschool workshop and mandatory staff meetings. Employees are encouraged to attend non-mandatory District sponsored institutes and meetings organized and conducted for their benefit.

## **STAFF DEVELOPMENT AND IN-SERVICE EDUCATION REQUIREMENTS**

In-service education is important for constant growth and improvement of the educational opportunities offered to PCSSD students. Therefore, all members of the staff are encouraged to keep current with new and innovative developments in their subject matter fields or grade levels and to cultivate an open mind and an exceptional attitude toward current educational practices.

Specifically, the administration is directed to formulate a written staff development and in-service education plan for all licensed personnel that complies fully with A.C.A. §6-17-701, *et seq.*, and specifically a plan that is compliant with the requirements of A.C.A. §6-17-704. The plan shall be available in each building and in the central office for copying by any licensed employee. The plan shall be updated by the administration as needed. It will be submitted to the Personnel Policies Committee and the Board of Education as required by statutes governing adoption of modifications to personnel policies by the District. Likewise, annual modifications to the plan, if any, shall be proposed, adopted, and become effective in the same manner.

Out-of-District professional development must be submitted for credit within sixty (60) days of completion. There is a limit of twelve (12) AR Ideas hours applicable to the yearly sixty (60) hours, unless pre-approved by the Director/Coordinator of Professional Development.



## **EVALUATION**

The Board of Education shall establish a continuous program for the evaluation of the performance of the personnel of the school system and shall provide sufficient personnel and financial resources to support this program. The information gained from these performance evaluations shall be used in the planning of staff development and in-service training activities which are designed to improve instruction and professional competence.

The PCSSD staff evaluation criteria and procedures for conducting evaluations shall be in accordance with the law of Arkansas and State Department of Education regulations. New or substantially modified evaluation instruments will be adopted in the same manner as required for new or modified personnel policies.

An employee determined by a building principal or immediate supervisor to not be willing or able to perform in a satisfactory manner will be recommended for non-renewal or termination, depending upon the circumstances. An employee whose performance is unsatisfactory, but who is believed to have the capacity to elevate his or her performance to a satisfactory level, will be placed on a written performance improvement plan by the building principal or immediate supervisor. The performance improvement plan will describe the particular areas in which improvement is required, and the time in which the improvement must be achieved. An employee whose employment is continued under a performance improvement plan is on notice that the failure to achieve the required improvement in the areas and in the time noted will result in recommended contract non-renewal or termination, depending on the circumstances.

## **3.2—LICENSED PERSONNEL EVALUATIONS**

### **Definitions**

“Building level or district level leader” means an individual employed by the District whose job assignment is that of a building level or district level administrator or an equivalent role, including an administrator licensed by the State Board of Education, an unlicensed administrator, or an individual on an Administrator Licensure Completion Plan. Building level or district level leader does not include the superintendent, deputy superintendents, associate superintendents, and assistant superintendents.<sup>1</sup>

"Inquiry category" is a category in which the building level or district level leader consistently demonstrates progressing, proficient, and/or exemplary performance on standards and functions in the Leader Excellence and Development System (LEADS) rubric.

"Intensive Category" is a category in which a building level or district level leader receives a rating of not meeting standards on the summative evaluation rubric as defined by the LEADS Rules.

"Novice Category" is a building level or district level leader who has not completed three consecutive years of experience in one district as a building level or district level administrator.

"Probationary" is a building level or district level leader who has transitioned within the District from one building level or district level administrator position to another or who is hired by the District and has completed his/her novice category period at another district. The probationary period is one-year.<sup>2</sup>

"Probationary teacher" has the same definition as A.C.A. § 6-17-1502.<sup>3</sup>

"Teacher" has the same definition as A.C.A. § 6-17-2803(19).

### **Teachers**

Teachers will be evaluated under the provisions and timelines of the Teacher Excellence Support System (TESS).

The superintendent or designee(s) shall develop procedures to govern the evaluation process and timelines for the evaluations.

Teachers will be evaluated under the schedule and provisions required by TESS. Each school-year,

the district will conduct a summative evaluation over all domains and components on all probationary teachers as well as any teacher currently on an "intensive support" improvement plan or who has successfully completed intensive support or participated in an improvement plan during the current or previous school-year. All teachers not covered in the previous sentence will have a summative evaluation over all domains and components at least once every three years. To establish the initial three-year rotation schedule for non-probationary teachers to be summatively evaluated, at least one-third of each school's non-probationary teachers will be selected for evaluation by the end of September.<sup>4</sup>

All teachers shall develop a Professional Growth Plan (PGP) annually that must be approved by the teacher's evaluator. If there is disagreement between a teacher and the teacher's evaluator concerning the PGP, the decision of the evaluator shall be final.

In an interim appraisal year, the teacher's annual performance rating will be derived from the average score of the components that align with the teacher's PGP.

In a summative evaluation year, the teacher's annual overall rating will be derived from both the teacher's performance rating and the applicable student growth measure as defined in the Arkansas Department of Education (ADE) TESS Rules.

Pursuant to 6-17-2808(2) (C), During the two (2) years in which a summative evaluation is not required, a public school may conduct an evaluation that is lesser in scope than a summative evaluation but uses the portions of the evaluation framework and evaluation rubrics that are relevant to the teacher's professional growth plan.

In addition to a teacher's summative evaluation, an evaluator or designee shall conduct interim teacher appraisals during the year to provide a teacher with immediate feedback about the teacher's teaching practices; engage the teacher in a collaborative, supportive learning process; and help the teacher use formative assessments to inform the teacher of student progress and adapt teaching practices based on the formative assessments.

Evaluators may also conduct informal classroom observations during the year for the same purpose as a formal classroom observation but that are of shorter duration and are unannounced.

### **Building Level or District Level Evaluations**

Building level or district level leaders will be evaluated under the schedule and provisions required by LEADS.

The superintendent or designee(s) shall develop procedures to govern the evaluation process and timelines for the evaluations.

Novice category and probationary<sup>5</sup> building level or district level leaders, those building level or district level leaders who have been placed in the Intensive category, and those building level or district level leaders who have not had a summative evaluation the previous two years will have a summative evaluation. A building level or district level leader shall complete a PGP based on the standards and functions determined during the initial summative evaluation meeting with the superintendent or designee. If there is disagreement between a building level or district level leader and the leader's evaluator concerning the PGP, the decision of the evaluator shall be final. In subsequent years, he/she shall revise his/her PGP and associated documents required under LEADS.

The building level or district level leader shall annually revise his/her PGP and associated documents required under LEADS. In a non-summative evaluation year, his/her job performance will be measured on how well the PGP's goals have been met.

- When the Superintendent or designee conducts a summative evaluation, he/she will base the building level or district level leader's continuing employment recommendation on: The level of performance based on the performance functions and standards of the evaluation rubric;
- The evidence of teacher performance and growth applicable to the building- or district-level leader; and
- The building- or district-level leader's progression on his or her professional growth plan.

To establish the initial three-year rotation schedule for inquiry category building level or district level leaders to be summatively evaluated, at least one-third of each school's inquiry category building level or district level leaders will be selected for evaluation by the end of September. <sup>4</sup>

Pursuant to 6-17-2809 (a) The Department of Education may develop and implement an administrator evaluation system for school districts to evaluate administrators that weighs an administrator evaluation on student performance and growth to the same extent as provided for teachers under the Teacher Excellence and Support System, §6-17-2801 et seq.

Legal References: A.C.A. § 6-17-1501 et seq.  
A.C.A. § 6-17-2801 et seq.  
ADE Rules Governing the Teacher Excellence and Support System  
ADE Rules Governing the Leader Excellence and  
Development System (LEADS)

Date Adopted: 6-25-2014

## **PROMOTION AND TRANSFER POLICY**

The general policy of the District is to employ the most able and best qualified persons with the proper credentials for all positions. However, PCSSD favors promotions from within so that where, in the opinion of the administration, ability, qualifications, and credentials of an existing employee are equal to those of an outside applicant, the existing employee will be favored for promotion.

Normally this will be accomplished by licensed employees within the District being extended the advantage of first consideration for promotion.

Vacant or new positions shall be advertised internally and externally by the administration. The administration shall in its sole discretion determine the minimum qualifications related to degrees, certifications, experience, and the like, for each position and clearly state the same in the written notice of vacancy. Internal advertising will be by posting of vacancies within the various buildings and at the central office. The duration of inside and outside advertising, and the media and targets for outside advertising, will be determined by the administration. Deadlines for applying shall be clearly stated on the face of any advertisements or notices.

All teachers are subject to assignment and transfer at the direction of the Superintendent. Insofar as possible, teachers shall be assigned to positions for which they are best qualified. Also, while keeping in mind the needs of students, the need to have a balanced faculty, and in the interest of efficiency and economy, reasonable effort shall be made to honor teacher preference in assignments. When a tentative decision has been made to transfer a teacher to another school, he/she will be notified by the Superintendent. When the tentative assignment involves changes within a building, the teacher will be notified by the principal. In all transfer cases, every effort will be made to advise the teacher involved at the earliest possible time.

### Posting of Vacancies

1. Vacancies shall be posted on the District website.
2. The recall of all appropriate teachers who are laid-off may occur before the posting of any vacancy in the affected teacher's certification area(s).

3. Vacancies occurring after the teacher report day will be posted as a temporary one-year position.
4. Posting shall occur within five (5) days after the Human Resources Division receives a signed resignation.
5. Postings shall contain listings of schools, positions available, and if applicable, qualifications to be met for administrative positions.
6. A posted position will remain open ten (10) days from the date of the announcement.
7. An opening which occurs without a ten (10) day written notice will be considered an emergency. Such an opening may be filled without regard to the provisions of this Policy.

#### Voluntary Transfer Request Procedure

1. Teachers desiring a transfer must give written notice on or after November 1 of each year.
  - a. Transfer request forms shall be provided by the District.
  - b. The transfer request shall remain effective through November 1 of the next year or until specifically withdrawn in writing by the requesting teacher.
  - c. The transfer request must be renewed annually.
2. A formal request for transfer must be processed through the Human Resources Division and be on file with the principal of the requested school. The principal will acknowledge receipt by sending a signed copy of the transfer request to the teacher.
3. Vacancies will be filled with the most qualified candidate from the applicant pool. In the event of a tie, the administrator or hiring manager will make the final decision.
4. No in-district voluntary transfers will be granted after August 1 without the approval of the building administrators and the Director of Human Resources.

## Involuntary Transfer

1. In determining an involuntary transfer of teachers from one school to another, a review of each particular school situation must be conducted and will be based upon any of the following:
  - a. The District Affirmative Action Transfer Procedure (see Appendix) and/or goals.
  - b. Program needs and/or changes.
  - c. Enrollment changes due to student population shifts.
2. The involuntarily transferred teacher(s) will be identified based upon their District seniority and certification area or endorsement.
3. The involuntary transfer(s) identification procedure will be implemented as follows:
  - a. Attrition and volunteers will be used to achieve the desired reduction in an effort to avoid involuntary transfers.
  - b. If there are more teachers who volunteer to transfer than is necessary, then the most senior eligible teacher will be permitted to be identified to achieve the necessary reduction in force.
  - c. If involuntary transfers are necessary, the teacher who has the least seniority in a certification area or endorsement in the affected program shall be transferred.
  - d. No teacher will be allowed to volunteer to be involuntarily transferred if they are currently on an Individual Improvement Plan.
4. When the specific involuntarily transferred teacher(s) has been identified, the principal or immediate supervisor will personally inform the teacher in writing the reason(s) why the teacher is being involuntarily transferred.
5. To acknowledge receipt of the notification, the involuntarily transferred teacher will sign a copy of the written notice.



6. Beginning May 1 each year, volunteers and involuntarily transferred teachers will be assigned accordingly by District seniority by the Human Resources Division to existing vacancies or to vacancies as they occur for which they are qualified and certified.
7. When it becomes necessary to assign a permanent teacher in a one-year temporary assignment at a school, the teacher will be placed in the involuntary transfer pool in May of the following year to be assigned.

#### Rights of Involuntarily Transferred Teacher

1. Teachers who have been involuntarily transferred will be assigned to a position prior to routine teacher assignments.
2. Should a position become available, involuntarily transferred teachers shall be given the opportunity to relocate to their original school should a vacancy occur prior to August 1.
3. After August 1 involuntarily transferred teachers may not relocate to their original school until the following school year.
4. Involuntarily transferred teachers must provide written notification of intent to return to their original school by May 1 to the Director of Human Resources.
5. Involuntarily transferred teachers will be assigned to a position for which they are certified prior to employment of outside candidates.

#### Transfer to Extended Contract Position

1. Vacant positions which exclusively involve extended contracts shall be filled from the ranks of qualified internal applicants when she/he is determined to be the best-qualified candidate from the applicant pool. When it is determined that a tie exists with regard to the selection of the most qualified candidate, the administrator or hiring manager will make the final decision.
2. Posting of vacancies for positions that involve extended contracts will be posted on the District website.

3. Positions will not be filled prior to the deadline date for receipt of applications.

#### Awarding of Position

1. Transfer requests of teachers will be given priority consideration, prior to employment of outside applicants.
2. The Board recognizes that District affirmative action goals must be met in all the terms of this Policy.
3. After the position has been filled, the teacher(s) requesting to transfer who interviewed for the position shall be advised within five (5) days by the principal that the position has been filled.

#### Promotion with Supplemental Contract

1. The filling of vacant positions via promotion which exclusively involve supplemental contracts such as Middle School Band Director to Senior High Band Director, or Assistant Football Coach to Head Football Coach, shall be filled from the ranks of qualified internal applicants when she/he is determined to be the best qualified candidate from the applicant pool.
2. When it is determined that a tie exists with regard to the selection of the most qualified candidate, the administrator or hiring manager will make the final decision.
3. Posting of vacancies for positions that involve supplemental contracts will be posted on the District website.
4. Positions will not be filled prior to the deadline date for receipt of applications.

#### Promotion to Administrative Position

1. Priority consideration will be given to qualified internal applicants for vacant administrative positions before the District employs an external applicant following the "*Promotion & Employment Guidelines for Above Entry Level Positions*" found in the Appendix of this Policy.

2. Posting of vacancies for positions that involve administrative positions will be posted on the District website.
3. Positions will not be filled prior to the deadline date for receipt of applications.

#### Administrative Staff Assignments and Transfers

1. All administrators are subject to lateral transfer at the direction of the Superintendent.
2. Any involuntary transfer which results in a demotion will be accompanied by a written explanation from the Superintendent.
3. When a vacancy occurs, District personnel will be given first consideration over outside applicants.

## LEAVES AND ABSENCES

### Reserved Rights and Responsibilities

1. Certified employees on paid leaves of absence shall continue to receive wages, rights, and benefits set forth in this Policy.
  - a. While on paid leave, employees shall be treated as being in regular, daily, full time or part time attendance.
  - b. While on unpaid leave, employees shall not lose accrued service credit for salary, seniority, or retirement purposes unless otherwise indicated in this Policy.
    - i. Employees may pay for any benefits to which they are entitled by state and federal statute or regulation.
    - ii. Employees shall not accrue leave during unpaid leave unless otherwise indicated in this Policy.
2. Employees absent from work will complete a Request for Leave of Absence form.
  - a. This form will be completed by the employee within twenty-four (24) hours upon return to work.
  - b. Change of Leave forms must be submitted within fifteen (15) days after the leave day is taken; or if the leave day is not taken within fifteen (15) days after the leave day would have been taken.
  - c. If a conflict arises concerning the fifteen (15) day limit on changing a leave form, the teacher may contact the Director of Human Resources, who may waive the above fifteen (15) day limit.
3. Upon expiration of leave, an employee shall be assigned to her/his original position if available, or to a similar equivalent position.

4. All benefits, including tenure and leave, to which a teacher was entitled at the time his/her leave of absence began, will be restored upon his/her return to active duty with the District.
5. Except in approved emergencies, when an employee is absent under the provision of this Policy he/she is expected to have available to the substitute those materials necessary to conduct the activities of the day.
6. Except in extreme emergencies, a request for non-medical extended leave must be applied for in writing to the Principal and the Assistant Superintendent for Human Resources Executive Director of Human Resources at least sixty (60) days in advance.
7. An employee who is ill shall not be asked to take a leave of absence before being fully compensated for all sick leave benefits.
8. In the event of the absence of a teacher for less than one-half (1/2) day for any reason, he/she will be reported absent for one-half (1/2) day and the substitute will be credited for one-half (1/2) day services.
9. For the purposes of this Policy, immediate family shall mean:
  - a. The employee's or their spouse's immediate family.
  - b. Immediate family shall be limited to spouse, parents, brothers, sisters, children, grandchildren, grandparents and any other persons living in the same household.
10. Notification of intent to return from extended leave must be sent by the teacher to the Human Resources Division no less than ten (10) days before the expiration date of the approved leave.
11. Each employee shall be given a written accounting of all leave on each payroll statement.

### **Sick Leave**

1. At the beginning of each year, the certified employee shall be credited with paid Sick leave days.
  - a. The unused portion of such leave shall be accumulative from year to year.

- b. Credit for sick days will begin on the first day of the employee's contract as follows:
    - i. 180-199 days will be credited with 10 days;
    - ii. 200-220 days will be credited with 11 days;
    - iii. 221 and over will be credited with 12 days.
  
  - c. If an employee does not have any sick leave other than the number of days credited at the beginning of the school year, and the employee resigns or leaves his/her position for any reason before the end of the school term, then the District may deduct from his/her last pay check full compensation for any days of sick leave used in excess of the number of days earned as referenced in b. above.
2. The employee may use any or all of his/her sick leave for the following reasons, including but not limited to: bereavement, maternity, personal or family illness.
- a. Employees who plan an absence of three (3) or more consecutive days shall notify building administration or their immediate supervisor of the anticipated length of leave needed in order to plan for substitute placement in the classroom.
  - b. After a teacher notifies the principal or his/her designee of the anticipated length of leave described above, the teacher shall log the absence into the automated substitute system. The principal or his/her designee shall log the absence if the teacher is unable to do so.
3. The employee may use up to five (5) days without a physician statement requirement. For absences after the five (5) days stated above, a physician's statement may be required by the building principal or the employee's immediate supervisor. If this requirement for a physician's statement conflicts with any other policy regarding leave, the policy regarding the type of leave requested shall control.
4. Unused sick leave shall accumulate from year to year up to a maximum of 125 days. At the point an employee has accumulated 125 days of sick leave he/she will be compensated at the certified substitute teacher rate of pay for days in excess of 125 days.
5. Credit for leave accumulated shall be granted in the following manner as per ACA 6-17-1206:

- a. An employee from another Arkansas school district shall be granted credit by the District for any unused sick leave accumulated by the teacher in the former school district up to ninety (90) days.
- b. The accumulated and unused sick leave credit shall be granted to the employee and designated as “sick leave” upon furnishing proof in writing from the former school district.
- c. Sick leave of employees leaving the District will be transferred to the new district as “sick leave”.

### **Shared Sick Leave Policy**

Employees of the District who are husband and wife can utilize each other’s accumulated sick leave by jointly requesting it in writing.

### **Jury Duty Leave**

1. Certified employees who are summoned to jury duty will be granted paid leave upon presentation of the notice to service.
2. During such leave the employee will be considered in full-time daily attendance.
3. The employee will suffer no loss of salary, benefits, or other contractual advantage as a result of such leave.

### **Court Appearance Leave**

1. Court appearance will be defined as an appearance for which a subpoena is issued by a federal, state or local court.
2. Any certified employee subpoenaed for court appearance which prevents the accomplishment of regularly assigned responsibilities will be entitled to a temporary leave of absence without loss of pay or leave benefits upon presentation of the subpoena.
3. A copy of the subpoena shall be attached to the leave request.

## **Military Service in Time of War or Emergency**

1. This section authorizes unpaid leaves of absence for military service in time of war or emergency, subject to the following provisions:
  - a. This section applies to volunteer as well as inductees.
  - b. Within thirty (30) days of receipt of the notice to report for duty, the employee must provide the Board a copy of the notice attached to the leave request, which the Superintendent or designee may verify.
  - c. The employee will notify the Human Resources Division of his intent to return to employment five (5) days or earlier prior to his release date.
  - d. Within ninety (90) days after the effective date of his release from active duty the employee will be reinstated to an equivalent position.
  - e. If the war or emergency is over and the period of duty expires and the person re-enlists for full time active duty during peace time, then the reinstatement rights of the individual under this section are voided.
2. During the leave the employee will continue to accrue seniority as if in the District's continued employ.

## **Military Leave/Civil Defense Leave/Public Health Leave**

1. All employees in this District who are required to take leave of absence for the purpose of participating in the military training programs made available by the National Guard or reserve branches of the armed forces and all employees who are required to take leave of absence for the purpose of participating in the civil defense and public health training programs made available by the United States Public Health Services will be entitled to such a leave of absence for a period of fifteen (15) days, plus necessary travel time in any school year.



2. Whenever any employee is granted a leave of absence under the provisions of paragraph one (1), he will be entitled to his regular salary during the time he is away from his duties during such leave of absence.
3. Such leave of absence will be in addition to the regular vacation time allowed the employee.

### **Professional Leave**

1. Professional leave may be granted for a school related or sponsored activity directly related to professional improvement. Professional leave is granted to improve the instructional program of the District.
2. Employees directed by the District to attend educational programs will be reimbursed as outlined in the Business Procedures Manual.
3. Request for professional leave must be submitted in writing to the immediate supervisor.
4. All professional leave must have the pre-approval of the immediate supervisor and the Division of Learning Services.

### **School Business Leave**

1. School business leave requests may be granted for prior-approved school related or school sponsored activities that involve student participation.
2. School business leave requests must be submitted in writing to the principal/immediate supervisor no later than three (3) days before the leave is to be taken.

### **Injuries Incurred During the Performance of Duties – Leave**

#### Worker's Compensation-Eligible Claims

1. Certified employees who are injured on or off school property while engaged in school business are eligible to file Worker's Compensation. The injury will be reported promptly to the immediate supervisor.

- a. The immediate supervisor or designee will be responsible for reporting the incident in writing to the Executive Director for Human Resources or his designee.
  - b. The foregoing will apply when an employee requires emergency medical treatment outside the District's normal business hours; however, in that event, the administrator will submit a report of the injury to the District on the District's next regular business day or when medically able.
2. The immediate supervisor will post a copy of form A7, A29, A32 and any other form(s) that must be filed for Worker's Compensation benefits.
  3. Employees involved in such incidents will be responsible for preparing and filing of appropriate forms such as A7, A29 and A32.
  4. Upon eligibility for Worker's Compensation, the employee will receive full salary, less the amount of Worker's Compensation benefits received for a period of such absence up to two (2) years from the date of injury.
  5. No part of such absence will be charged to the employee's sick leave.

Non-worker's Compensation-Eligible Claims (AR School Law 6-17-1308):

1. An employee injured in an assault or violent criminal act in the course of employment in the District will be granted leave at full pay until the employee is able to return to work. The employee will not draw Worker's Compensation or hold any other job during the time the District is paying full salary.
2. The leave will not exceed one (1) year from the date of the injury. Leave granted under this provision will not be charged to the sick leave of the employee.
3. The assault or criminal act must have been reported including the District incident report, and verified by the proper authority, i.e., immediate supervisor, police, etc.
4. To apply for the leave of absence, and thereafter at the request of the District after leave is granted, the employee must present a statement from a medical doctor stating that the employee is under care of a doctor, and that the employee is incapable, by reason of the personal injury sustained, to return to work.

- a. The doctor's statement must include an anticipated date of return to work.
- b. The District may request that the employee be examined by a medical doctor of the District's choosing to verify the inability of the employee to return to work. If the second opinion differs from the first, the two physicians shall name a third physician whose decision will be final.

### **Personal Leave**

1. Certified employees shall be granted two (2) paid leave days per year for personal reasons.
  - a. These days shall be in addition to sick leave days credited and if not used shall accumulate from year to year as sick leave.
2. Personal leave may not be taken on District-wide staff development days.
3. If, as determined by the Superintendent, the granting of personal leave requests would close the District, then the number of leave requests granted will be limited to the number of available substitutes.
4. However, in no case will approval for these leaves be granted to more than twenty-five percent (25%) of the certified staff assigned in a school on that day.

### **Family Medical leave Act**

The FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave.

Eligible employees are entitled to:

- Twelve workweeks of leave in a 12-month period for:
  - the birth of a child and to care for the newborn child within one year of birth;
  - the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
  - to care for the employee's spouse, child, or parent who has a serious health condition;

- a serious health condition that makes the employee unable to perform the essential functions of his or her job;
- any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty"; or
- Twenty-six workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness if the eligible employee is the servicemember's spouse, son, daughter, parent, or next of kin (military caregiver leave).

## **Disability Leave**

1. An employee who is believed incapable of performing his required duties due to a suspected disability may be requested to have an examination by a physician of the District's choice and at District expense upon the direct order of the Superintendent.
  - a. If the employee contests the decision of the physician, the employee may select another physician for a second opinion.
  - b. If the second opinion differs from the first, the two physicians will name a third physician whose decision will be final.
2. The District will pay for all medical examinations, tests, and consultations associated with the process stated in a. and b. above.
3. In serious situations, the employee may be placed on disability leave with pay pending a medical decision regarding the employee's ability to perform.
4. If the employee chooses not to get the physical examination, the District may take the appropriate action deemed necessary by the Superintendent.
5. An employee with a disability who is unable to fulfill his job duties according to the physician's statement, may request leave, and upon exhaustion of accrued leave may apply for extended illness leave as needed.
6. Before returning to work, the employee may be required by the Superintendent to have an examination by a physician of the District's choice and at District expense.

7. If a dispute arises regarding the employee's fitness to return to work, the procedure used in 1.a. and b. above will be used.
8. The District will pay for all examinations conducted in connection with the employee's request to return to work under this section.

### **Public Service Leave without Pay**

1. Employees may be granted an unpaid leave of absence for the purpose of serving in elective or appointive office.
2. Such leave will be for a period of time not less than the full term of the office, term of the legislative session or position held.
3. When the leave is for one (1) work year or more, then upon expiration of leave, the employee will continue to accrue salary experience credit.
4. All other rights and benefits will be restored to the employee as fully as though such leave had never been taken.
5. Seniority will accrue while on leave during the period of leave.
6. Notification of intent to return from any leave without pay in excess of thirty (30) days must be sent by the employee to the Personnel Human Resources Division no less than ten (10) days before the expiration date of the approved leave. Failure to comply with this provision will be viewed as abandonment of position and may result in the termination of the employee on leave.

## **INCLEMENT WEATHER**

Days missed due to inclement weather will be made up for students and employees who have contracts that coincide with instructional contact days. The PCSSD adopts the following policy.

1. There is a difference between classes being canceled and the District being closed.
2. When classes are canceled all students and employees with contracts coinciding with instructional days are excused from reporting for school/work. The days will be made up.
3. Cancellation of classes does not, however, excuse twelve month employees from reporting to work as scheduled.
4. The only time twelve month employees are excused from reporting on scheduled work days is when conditions require that the District is closed.
5. Inability of a twelve month employee to report for work on a classes-canceled/school district open day will be treated the same as any other absence from work with regard to notice of absence, use of available leave time, and other issues related to missing work on a scheduled work day.
6. The Superintendent has the sole discretion to decide whether to cancel classes and whether to close the District. Announcements regarding cancellation of classes and closing the school district will be made on local radio/television stations and by using the Alert Now contact numbers. The announcement will make clear whether the decision is simply to cancel classes, or also to close the District, or both. The Superintendent shall use his best efforts to make and announce this decision prior to 6:00 a.m.

## **RETIREMENT**

Pulaski County Special School District shall adhere to Act 25 of 1979 which states, "An act to prohibit discrimination in public employment against individuals 70 years of age and under, to provide that individuals over 70 may be employed by public employers on a year-to-year basis; and for other purposes."

Any teacher retiring should make application for retirement benefits before the final business day of May of the year (s)he plans to retire. Teachers shall be eligible for benefits of the Arkansas Teacher Retirement System and other benefits as prescribed by law. Teachers who have reached 28 years of service and plan to continue to teach under the T-DROP program can be reimbursed for any unused sick leave.

Information concerning days of service and years of service may be obtained from the Arkansas Teacher Retirement System, Little Rock, Arkansas.

## **DISCIPLINARY ACTION**

1. Orderly, responsible, and professional behavior by District employees is essential to maintain a quality educational environment. Such behavior is necessary both to enable the District to be managed efficiently and economically as custodian of taxpayer assets, and to establish and maintain good role models and examples for the students. Therefore, the right of the District, acting through the Superintendent and the building principals or equivalent immediate supervisors, to establish from time to time, and to enforce, rules and regulations regarding working practices, job performances, as well as personal conduct, appearance, and dress of employees is recognized, provided that such rules and regulations must be reasonable and consistent with these personnel policies.
2. Such rules will be in writing and posted internally with copies furnished to the Personnel Policies Committee. Such rules are effective when published but are subject to the grievance procedure if their reasonableness is questioned.
3. Apart from specific rules, the obligation of each employee to conduct themselves in relation to PCSSD employment in a manner which respects the persons, property, and dignity of others is recognized. PCSSD, acting through the superintendent, building principals, and other supervisors, acknowledges its obligation in directing its employees to do so in a manner that is not only consistent with the express terms of these personnel policies and the laws and ethical standards governing the teaching profession, but that also respects the dignity of the individual employees. For their part the individual employees are obligated by these policies to conduct themselves in a manner that respects the person, property, and dignity of each person with whom the individual employee comes in contact in relation to this employment. Alleged violations of this provision by the district may be challenged in the grievance procedure. Compliance by employees with this provision can be enforced by application of discipline.
4. It is also recognized that employee conduct away from and outside the workplace can have impact in the work and educational environment. When that impact is adverse, such conduct can be cause for discipline. Examples of such conduct would include, but not be limited to, violations of criminal laws, and violations of the policies governing sexual harassment, other discrimination, and fraternization with students.



5. No employee shall be disciplined without just cause. If an employee engages in conduct which is cause for discipline, the discipline may be by oral reprimand evidenced by written notation in the employee's personnel file, written reprimand and warning letter in the employee's personnel file, disciplinary layoff without pay for a specific number of days (which shall be accompanied by a written warning), or discharge. The severity of the discipline will be determined by the office imposing the discipline, taking into consideration the circumstances of the case and the severity of the offense. It is expressly recognized that repeated minor misconduct will, after warning, become cause for more serious discipline, up to and including discharge.

6. Procedures pertaining to recommendation of discharge for cause during the term of a contract, and suspension by the Superintendent related to such recommendations are governed by statute in Arkansas and are not subject to this grievance procedure. However, all other applications of discipline are subject to the grievance procedure.

## **RE-EMPLOYMENT OF LICENSED EMPLOYEES**

Principals of the elementary, middle, and high schools are to submit to the Superintendent a written evaluation on each licensed person in their school prior to contract renewal. Principals of the respective schools shall make recommendations to the Superintendent, and the Superintendent shall recommend to the Board concerning re-hire, non-renewal, or termination. All laws and provisions concerning due process shall be followed.

The Board of Education, administration, and teachers agree that students' standardized test scores should not be used in the evaluation of teachers.

## **SEPARATION OF EMPLOYEES**

Termination and non-renewal of licensed employees are governed by statutes in Arkansas. See, A.C.A. §§6-17-1501, et seq., for licensed employees, and §§6-17-1701, et seq., for classified employees. In the past, an effort has been made to reproduce these statutes in these policies. This has caused confusion because changes in the laws leave the District with written policies that are inconsistent with state statutes.

Therefore, the District is repealing its older policies and adopting this policy of simply complying with the aforesaid statutes in its dealings with its licensed employees. It is not the intention of the District in repealing the prior policies to diminish the substantive or procedural rights of licensed and classified employees. Any employee with questions about the content of any pertinent statute may inquire at the Superintendent's office where every reasonable effort will be made to respond quickly and accurately.

## **REDUCTION IN FORCE**

Administrators:

### **Layoff**

1. The Superintendent will recommend and the Board will approve the administrative classifications and number of positions to be reduced.
2. The Executive Director of Human Resources will provide the Superintendent with a list of administrators in the administrative position(s) to be reduced ranked by administrative seniority.
3. The list prepared in item two (2) will be used to identify the person(s) with the least seniority within each administrative position that will be affected by the District's layoff plans.
4. An affected administrator is eligible to "bump" into any lower level job previously held by the affected administrator provided the affected administrator has more cumulative seniority in previous and any higher level position(s) than the least senior employee in that job position.
5. When the affected administrator bumps into a lower graded job position, the administrator with the least seniority within that position will be bumped. Each administrator who is bumped from a job position may likewise bump into any lower graded job position previously held by that administrator. This process will be repeated until the administrator with the least seniority within a position has been absorbed in a lower graded job position or has been laid off.

### **Recall**

1. As vacancies or staff buildup in each job position occurs, the employees displaced or laid off from those job positions will be recalled to them in reverse order of layoff. An individual may not be recalled to a higher position.
2. A recall notification will be mailed to a displaced or laid off employee's last known address. It is the responsibility of the employee to keep the District advised of his or her current address.

3. An employee receiving a recall notification must advise the District of his or her acceptance of the position within 24 hours after the receipt of such notification. Failure to respond or to accept the position within 24 hours will result in termination of the employee's recall rights.

Teachers:

#### **Reduction in Force Procedures – Attrition**

1. Any reduction in the number of positions in the District should be affected when possible through attrition.
2. For purposes of this section, "attrition" means the creation of a vacant position through the resignation, retirement or death of a full time or part time teacher.

#### **Reduction in Force Procedures – Layoffs**

1. In the event that a reduction of teaching personnel becomes necessary, layoffs will be made in reverse order of District seniority by certification area in which staff reductions are made.
2. The Board shall make no new appointments while there are eligible individuals on the recall list.

#### **Reduction in Force Procedures – Recall**

1. A seniority list will be maintained by certification area(s).
2. Teachers who are laid-off are entitled to be recalled in order of District seniority as vacancies occur in areas in which they are certified.
3. The District shall grant laid-off teachers recall rights unless specifically waived in writing by the teacher.
4. The District shall grant recall rights to a similar supplemental contract position to teachers who are reassigned or removed from a supplemental contract(s) as a result of a reduction in force.

5. A teacher holding an extended contract position who is reassigned or removed from that position as a result of a reduction in force shall have recall rights to a similar extended contract position.
6. A laid-off teacher may not receive a promotion or an extended contract, beyond that which he/she held prior to the reduction in force, by reason of the recall procedures.
7. Notice of recall will be sent by certified/return receipt requested mail to the laid-off teacher's last known address on file in the Human Resources Division.
  - a. When a teacher is recalled to a position, they must accept the position within 24 hours of receiving notification or he/she will forfeit his/her recall rights.
  - b. The Executive Director of Human Resources or designee will place a laid-off teacher back onto the recall list according to seniority in that certification area, if the teacher can justify to the Assistant Superintendent's satisfaction, why she/he was unavailable to respond to the recall notice.
8. It is the responsibility of each teacher on layoff status to keep the Human Resources Division informed of his/her current address and telephone number.
9. A teacher notified of recall who accepts the position and, if under a current contract to another school district, must provide the District with proof of release of contract from that school district, within fifteen (15) days from the date the recall notice is mailed.
10. Failure to accept the position or to provide the proof of release of contract will result in loss in recall rights.
11. Any teacher reemployed by recall will be paid at the prevailing rate of pay and receive prevailing benefits appropriate to the position, the teacher's qualifications, and credited experience at the time of layoff.
12. Experience obtained during the time of layoffs shall be credited in accordance with Board Policy.

13. Any education attained during the time of layoff shall be credited in accordance with Board Policy.

14. Teachers will have recall rights for a period of two (2) years from the date of lay-off.

### **Reduction in Force Procedure – Retraining**

1. A laid-off teacher may, during the term of the lay-off and prior to recall, obtain additional certification to broaden the opportunity for recall.
2. The laid-off teacher must provide a copy of the new certification with additions to the Human Resources Division upon completion to obtain eligibility for recall in an additional certification area.

### **New School Staffing**

1. In staffing a new school, all certified teachers in the District can apply, be interviewed, and be considered for any position for which they are certified.
2. Seventy five (75%) percent of the regular certified teaching positions needed to initially staff a new school must be selected from within the District.
3. A maximum of twenty (20%) percent of the staff for the new District school will be selected from any one (1) District school.
4. If requests to transfer to the school are not sufficient to meet the requirements of this Policy, the percentages specified above may be disregarded.
5. Transfer requests received ten (10) days after posting will not be considered until eligible involuntary transfers are assigned.

### **Staffing Allocations**

Staffing allocations are determined on a District-wide formula based on projected school enrollment with a review for possible changes in allocations being made within the first month of

school.

### **Affirmative Action**

1. The Board's goal is to maintain a racially balanced certified staff in each school and to seek to recruit and retain identifiable minorities.
2. The Office of Desegregation will conduct an annual review of the District's Affirmative Action Transfer procedure and provide a monitoring report to the Human Resources Division.

### **School Conversions**

1. When a current school is reconfigured, converted, or merged with another school, the staff at the school or schools involved will be given the choice of remaining in the reconfigured, converted, or merged school or being involuntarily transferred.
2. The involuntary transfer of teachers in such situations will follow Board Policy.



## **PERSONNEL OUTSIDE EMPLOYMENT**

No administrator shall become an employee, agent, or independent contractor for any party contracting with the District. Likewise, no other employee of the District shall become an employee, agent, or independent contractor for anyone if that relationship would violate the ethical standards established by A.C.A. §6-24-106, 107, or 111.

## PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

### Definition

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

Teachers and other 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. Also, District employees are required to help enforce implementation of the District's anti-bullying policy. However, any school or District employee who has reported violations under the District's policy shall be immune from any tort liability which may arise from the failure to remedy the reported incident.

Students who bully another person are to be held accountable for their actions whether it occurs on school grounds; off school grounds at a school sponsored or approved function, activity, or event; or going to or from school or a school activity. Students are encouraged to report behavior they consider to be bullying, including a single action which if allowed to continue would constitute bullying, to their teacher or the building principal. The report may be made anonymously.

## **PARENT-TEACHER COMMUNICATION**

The District recognizes the importance of communication between teachers and parents or other adults standing in the position of a parent to a particular student. To help promote positive communication, parent/teacher conferences shall be held once each semester. Parent-teacher conferences are encouraged and may be requested by parents or other responsible adults when they feel they need to discuss their child's progress with his/her teacher.

Teachers are required to communicate during the school year with the parent or other responsible adult of each of their students to discuss their academic progress. More frequent communication is required with the parent or other responsible adult for students who are performing below grade level.

All parent/teacher conferences shall be scheduled at a time and place to best accommodate those participating in the conference. Each teacher shall document the participation or non-participation of the parent or other responsible adult for each scheduled conference.

If a student is to be retained at any grade level, notice of, and the reasons for retention shall be communicated promptly in a personal conference in accordance with Board Policy of Retention and Acceleration of Students.

### Grading Period Procedures and Parent Conference Days

1. For the first, second and third grading periods, teachers will be required to turn in grades one (1) work day following the end of the grading period.
2. For the fourth grading period, teachers will not be required to turn in grades for students through grade eleven (11) until one (1) work day following the grading period and teachers who teach seniors will turn in seniors' grades one (1) work day following the last day of senior exams.
3. Parent Conferences will be scheduled District-wide in accordance with Arkansas State Standards following the first and third nine-week grading periods and before the first interim report for purposes of reviewing academic progress to include Academic Improvement Planning (AIP) if applicable.

- a. Teachers will send written notice to parents stating the time that teachers are available to meet for parent conferences.
  - b. Parents attending conferences will be asked to sign a Conference Form and Academic Improvement Plan (AIP) if applicable.
  - c. Conference Forms will be kept on file to document parent participation or non-participation in conferences.
  - d. Elementary teachers will send a written request to each parent for a parent conference.
  - e. Multiple attempts must be made to contact the parent for a conference.
  - f. Parents attending conferences will be asked to sign a Conference Form.
  - g. A parent that does not respond or cannot attend the conference will be sent the Conference Form for comments and signature.
  - h. Conference Forms will be kept on file to document parent participation or non-participation in conferences.
4. Faculty meetings will not be held on these days.

## **CELL PHONES AND CELL PHONE USE**

The District may furnish cell phones to personnel. The decision to furnish a cell phone, and the decision of which persons to be furnished cell phones, are decisions within the sole discretion of the administration. All cell phones must be provided for in the department's budget and a requisition issued at the beginning of the year. Additions or changes during the year may be accomplished by submitting a requisition and the budget string must be approved prior to making the requested changes.

### **Procedure**

1. Charges and fees associated with cell phone service shall not be charged against school activity funds.
2. Calls on cell phones are to be concise and business-related.
3. Long distance calls by staff are prohibited unless they are engaged in a business activity which is outside the calling area and/or experience a personal emergency.
4. Employees are discouraged from making personal calls on PCSSD-owned cell phones. If circumstances warrant an exception, the employee is responsible for reimbursement to the District at month's end.
5. District-owned phones or reimbursement for use of staff-owned phones will only be allowed during the employee's regular contract year.
6. The Purchasing Department will be responsible for the initial acquisition of and service agreements for District-owned cell phones. They will also maintain a master list of these phones.
7. Because cell phone transmissions are not always private, discussion of certain information is restricted and strictly forbidden. Information which requires confidentiality (e.g. a specific student's IEP) shall not be discussed over the airways.

8. Loss, theft, or damage to cell phones shall be governed by the following:
  - a. PCSSD assumes no responsibility for lost, stolen, or damaged staff-owned cell phones.
  - b. District-owned cell phones will be covered under the PCSSD property insurance to the extent that a loss exceeds the established deductible for similar business personal property.
  - c. Each employee ensures the security of the cellular phone while in their possession. In case of loss, theft, or damage due to negligence, the employee is responsible for the replacement, insurance reimbursement, or repair cost. Repair costs are exclusive of any manufacturer's warranty for defect in material or workmanship. If repair or replacement costs are not reimbursed by the employee, the cost may be deducted from the employee's paycheck.
  - d. The employee must immediately report any theft, loss, or damage to the program manager who initiates and submits an incident report to the Chief Financial Officer. If theft is suspected, the program manager also ensures that a police report is filed and the service carrier notified of the loss and service is disconnected. Cell phones that are lost or stolen may not be replaced without first forwarding the foregoing report to the business office for proper disposition.
  
9. The supervisor of each department will, for their division, monitor and approve detailed cell phone bills.
  - a. Each employee will review their cell phone bill each month and denote any personal and/or non-official calls. Reimbursement should be sent to the business office within 30 days.
  - b. All long distance, roaming, and personal calls, as well as calls exceeding the allowable plan minutes will be paid by the employee. Personal calls not accounted for within 30 days may be deducted from the employee's next scheduled payroll disbursement.
  
10. Staff suspected of abusing cell phone privileges or acting irresponsibly with regard to cell phone use, such as not reimbursing calls, are subject to the following:
  - a. Suspension of cell phone use
  - b. Disciplinary action in accordance with established PCSSD Board of Directors policy. This normally entails progressive discipline.

## **PERSONNEL COMPUTER USE POLICY**

### **Internet Use Agreement**

Please read this document carefully before signing.

The PCSSD furnishes computers and Internet access to designated persons. The sole reason for this is to assist employees and other persons in performing tasks and obtaining information directly related to the employee's job. Persons using a District-owned computer, or District-provided Internet access, have no expectation of privacy in any aspect of their computer use or Internet access. This includes email. Email and computer use are subject to surveillance, monitoring, and inspection by the District at any time without advance notice or permission. Email and computer use records may also be subject to public disclosure under applicable freedom of information laws.

Passwords and security procedures are to be utilized as assigned and directed. Confidentiality of student records and personnel records is to be strictly maintained against unauthorized disclosure at all times. Employees must not disable or bypass security procedures, disclose passwords to other passwords to other persons, or permit computer access to students other than as specifically designated for student use. It is the policy of the District to equip each computer with Internet filtering software designed to prevent access to material that may be harmful to minors. Such software shall not be disabled other than by the Technology Administrator or designee, and then only to enable access by an adult for legitimate educational purposes.

An employee who misuses a computer or Internet access is subject to discipline up to and including discharge, or termination or non-renewal of employment contract. Examples of computer/Internet misuse include: excessive personal use; personal use during work or instruction time; using a computer to violate another District policy; using a computer to violate a local, state, or federal law or regulation; and allowing unauthorized access.

The punishment imposed for misuse violations will be determined at the discretion of the administration taking into consideration the seriousness of the misuse. Employees are expressly cautioned that repeated minor misuse will, after warning, be cause for discharge, or termination or non-renewal of your employment contract.

Employees are also expressly cautioned that using a computer to access, view, display, or send

pornography is a disciplinary offense of the first magnitude that will likely result in first offense discharge without prior warning. Pornography as used here refers to words or images of a sexually explicit or sexually suggestive nature which appears intended to appeal to a person's prurient interest.

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



## CERTIFIED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT

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

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

The **Pulaski County Special 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 upon the employee abiding by this agreement and the District’s computer use and Internet access policy. A copy of that policy is attached hereto. By signing this agreement the employee acknowledges that the employee has read and understand the District’s policy on computer use both generally and specifically in regard to imposition of discipline and punishment for misuse of a computer or Internet access.
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 to 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 to access, view, display, or send words or images that are pornographic as judged by the standards prevailing in this community at the time, and as defined in the computer use and Internet access policy attached hereto;
  - 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. Attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;
  - r. Providing access to the District's Internet Access to unauthorized individuals; or
  - s. 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;
  - t. Making unauthorized copies of computer software;
  - u. Installing software or hardware on District computers without prior approval of technology director or his/her designee.
  - v. Bullying is prohibited which includes cyber bullying as outlined in ACT 115 of 2007.
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 \_\_\_\_\_

## EMPLOYEE HOLIDAYS AND VACATION

### Vacations

1. All full-time administrative staff personnel on 12-month contracts will accrue vacation as follows:
  - a. Employees with in-district service of one (1) to five (5) years will earn one (1) day per month or twelve (12) work days per year.
  - b. Employees with in-district service of five (5) years and up to and including ten (10) years will earn one and one-fourth ( $1\frac{1}{4}$ ) days per month or fifteen (15) work days per year.
  - c. Employees with in-district service over ten (10) years and up to and including fifteen (15) years will earn one and one-half ( $1\frac{1}{2}$ ) days per month or eighteen (18) work days per year.
  - d. Employees with in-district service over fifteen (15) years will earn one and three-fourths ( $1\frac{3}{4}$ ) days per month or twenty-one (21) work days per year.
2. Vacation leave will be advanced on July 1, of each year. Credit for vacation days will begin on the first day of the administrator's contract as follows:
  - a. The unused portion of such leave will accumulate from year to year with a maximum carry-over of 30 days after June 30 of each year.
  - b. The maximum number of days any administrator may have on July 1 of each year is 42 (30+12), 45 (30+15), 48 (30+18), and 51 (30+21) respectively per sections a-d above.
3. Any administrator who has an accumulation of over thirty (30) days of vacation leave on June 1 of any school year may elect one of the following options for utilizing up to ten (10) of the vacation leave days in excess of thirty (30):

- a. Compensation at the certified substitute rate of pay for days in excess of thirty (30) days, (maximum number for compensation is ten (10) days), or
  - b. If the administrator has not accumulated the maximum number of sick leave days (125), then up to ten (10) vacation days may be converted to sick leave days.
4. Administrators desiring pay or the conversion of sick leave days after accumulating over thirty (30) vacation days, must notify the Business Office in writing by June 1 of the contract year regarding their choice of option 3a or 3b (options may not be combined).
  5. Vacation leave days not used, or eligible for carry-over, or applied for under 3a or 3b will be forfeited.
  6. If an administrator does not have any accumulated vacation days other than the number of days credited at the beginning of the school year, and the administrator resigns or leaves his administrative position for any reason before the end of the school term then the District may deduct from his last paycheck full compensation for any days of vacation used in excess of the number of days earned as referenced in sections 1-4 above.
  7. Scheduling vacation will take into account the service requirements of the District. Requests for leave will be submitted in writing to the employee's immediate supervisor and approved by the supervisor and the Executive Director for Human Resources.
  8. Administrators will be compensated for up to thirty (30) days of earned but unused vacation days upon separation from the District at a per diem rate.
  9. There are eight recognized legal holidays each year, namely:

Independence Day	New Year's Day
Labor Day	Good Friday
Thanksgiving Day	Memorial Day
Christmas Day	Martin Luther King Day

If the holiday falls on Saturday or Sunday, the following Monday will be observed unless school is in session.

## **SICK LEAVE BANK**

At the beginning of each school year, any employee, whether licensed or classified, may voluntarily contribute one day of his/her sick leave allowance to a Sick Leave Bank (SLB). Any employee who is on contract before Labor Day and wishes to make a contribution to the SLB shall do so on a SLB form submitted to the payroll clerk by the end of business on September 15th or the Monday after if the 15th falls on a weekend. The payroll clerk will provide a list of SLB members to the PPC Chairperson by September 30th or the Monday after if the 30th falls on a weekend.

For any licensed or classified personnel hired after Labor Day, he/she may voluntarily contribute one day of his/her sick leave allowance to the SLB. Each employee wishing to make such a contribution shall do so on a SLB form submitted to the payroll clerk by the end of business twenty (20) school days from their hire date. Names of new employees joining SLB should be forwarded to the PPC president within 10 business days of submission.

A five-member committee shall oversee the administration of the SLB with the assistance of the Superintendent. The committee shall be comprised of the Certified Personnel Policy Committee Chairperson, the Classified Personnel Policy Committee Chairperson, one certified employee appointed by the Superintendent, one classified employee appointed by the Superintendent, and the District's Facilitator of Health Services. Their term of office shall be one (1) year. The SLB committee shall decide on requests based on the committee's rules of operation.

The Sick Leave Bank Committee shall administer the bank according to the following rules:

### **Rules of Operation**

Only employees who have made an up-to-date contribution to the sick leave bank are eligible to make withdrawals from the bank.

The Sick Leave Bank days may be used only upon exhaustion of a bank member's accumulated sick leave, vacation days, and personal leave days whichever is/are applicable with the option of using their spouse's sick leave days.

SLB days will be granted only in cases of an emergency caused by a **catastrophic illness or catastrophic accident** pertaining to a SLB member and their immediate family. Immediate family is defined as spouse, children, and/or parent of the SLB member. In-laws are not included in this definition unless they live in the SLB member's home.

Requests for Sick Leave Bank days can be made by submitting a completed Sick Leave Bank Questionnaire and Physician's Statement and Authorization to Disclose Health Information to the chairperson or any member of the SLB Committee by the 1st working day of the month. Upon receipt the SLB committee member shall mark the date received on the forms. If this deadline is missed the request will be considered the following month.

Once the SLB committee chairperson has received the request for SLB days, he/she shall present the request at the next SLB committee meeting for the committee's decision(s) to be processed with the next payroll. The SLB will meet on the first Wednesday of every month at 4:00 pm at the Central Office to consider SLB requests. This allows requests to be processed for the 15th pay day of each month. During this meeting, the members of the committee shall decide if more information is necessary or if any SLB days shall be granted. If the SLB committee is unable to meet at the scheduled time, or if a quorum is not present, the Certified Personnel Policies committee chairman, the Classified Personnel Policies chairman, and the Executive Director of Human Resources may approve or deny the requests, or decide if more information is necessary.

The committee discussions, member medical information, and member names involved in committee decisions in part or in whole shall be considered confidential information. As such, ONLY the requesting member shall make any of the prior public.

Communication concerning the member's medical information and any related details shall be for the sole purpose of determining the SLB committee decision.

Once the SLB committee has made its decision concerning a member's request, the decision shall be communicated to the member by the SLB committee chairperson with a copy of said decision sent to the appropriate Personnel Policy Committee Chairperson within ten (10) school days.

SLB days will be granted monthly and only for the days already missed due to the catastrophic event stated on a member's request form. The member shall be required to provide a doctor's

written verification stating when he/she is physically able to return to work.

Sick leave grants made from the bank may be for up to thirty (30) days per member per application not to exceed sixty (60) days per year if the days are available. Employees who are granted short-term disability will receive one day for each day granted from the Sick Leave Bank for the first fourteen (14) days of leave; on the fifteenth (15th) through sixtieth (60th) days, the employee will receive ½ day for each day granted from the Sick Leave Bank.

Personnel who have contributed to the Sick Leave Bank will not be asked to contribute to the bank again as long as the bank is considered to be solvent. The bank will be considered to be insolvent when the number of SLB days drops below one hundred fifty (150). When the SLB Committee determines more days are needed for the bank to remain solvent, the request for SLB days shall be broadcast in each building, and non-members shall be given the opportunity to enroll. A current SLB member's failure to contribute at this time will result in termination as a bank member unless the employee is currently in the process of requesting days at the time the SLB becomes insolvent.

Days remaining in the SLB shall be carried over from year to year.

If SLB days are denied, the member may appeal to the SLB committee. The requesting member shall appear at the appeal hearing. At that time the SLB committee may require additional information. A majority opinion will prevail at the appeal.

Employees leaving the District to enter another field besides education may donate their accumulated sick days to the SLB.

Retiring employees may donate sick days to the SLB rather than be paid for them under the policies on Licensed Personnel: Payment for Unused Sick Leave and Classified Personnel: Payment for Unused Sick Leave.



## Sick Leave Bank (SLB) Form

This is to indicate my desire for immediate enrollment in the Pulaski County Special School District Sick Leave Bank. I hereby agree to donate one (1) day of my sick leave and abide by the rules of operation of the SLB as stated in the Personnel Policy Handbook.

---

Date\*

---

Building Assignment

Check one:    Classified \_\_\_\_\_

Licensed \_\_\_\_\_

---

Employee Signature

---

Print Name

\*For employees on contract before Labor Day, this completed form must be turned in to the payroll clerk by end of business on September 15th or the Monday after if the 15th falls on a weekend.

\*For employees on contract after Labor Day, this completed form must be turned in to the payroll clerk by the end of business twenty (20) school days from their hire date.

**Sick Leave Bank Request Questionnaire**

Name \_\_\_\_\_

Building \_\_\_\_\_ Position \_\_\_\_\_

Home address \_\_\_\_\_ City/zip code \_\_\_\_\_

Home phone \_\_\_\_\_ School phone \_\_\_\_\_

E-mail address \_\_\_\_\_

How many days are you requesting? \_\_\_\_\_

Briefly describe your medical condition (This does not substitute for a doctor's statement).

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

What aspect of this condition requires immediate treatment? \_\_\_\_\_

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

If condition is not an accident--

Could this condition/procedure have been delayed until a time when school was not in session?

(Circle one)            Yes, but it would be a matter of life and death.

                                 Yes, but it would make my life inconvenient.

                                 No, because it is a matter of life and death.

Do you plan to retire or leave the District within the next few months? \_\_\_\_\_

By completing this form, I give the Sick Leave Bank Committee members permission to inquire as to my work history including attendance.

\_\_\_\_\_  
Requesting Member's Signature

\_\_\_\_\_  
Date

**Sick Leave Bank Physician's Statement**

Patient's Name \_\_\_\_\_

Briefly describe the patient's medical condition (An additional physician's statement may be attached to this form.) \_\_\_\_\_

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

Could the treatment causing this patient to miss work be delayed until such time as school is not in session? (Please explain your answer) \_\_\_\_\_

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

Could this patient attend work under restrictive conditions? If so, what conditions and for how long should the patient's activities be restricted? \_\_\_\_\_

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

\_\_\_\_\_  
Physician's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Physician's Name (Printed)

\_\_\_\_\_  
Phone Number

**AUTHORIZATION TO DISCLOSE HEALTH INFORMATION**

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

Health Record No.: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

I authorize the use of the above named individual's health information as described below:

The following individual or organization is authorized to make the disclosure:

\_\_\_\_\_  
ADDRESS: \_\_\_\_\_

The type and amount of information to be used or disclosed is as follows: (include dates were appropriate)

	Patient's Initials
Problem list	_____
Medication list	_____
List of allergies	_____
Immunization record	_____
Most recent history and physical	_____
Most recent discharge summary	_____
Laboratory results	_____
X-ray and imaging reports	_____
Consultation reports	_____
Entire record	_____
Itemized statement of all charges and payments received	_____
Sick leave bank physician's statement	_____

I request that a copy of all information provided to the individual or organization above also be provided to: \_\_\_\_\_

**This authorization is for release of records only, and specifically does not allow discussion, verbally or in writing, with any individual, organization or representative thereof listed above.**

I understand that the information in my health record may include information relating to sexually transmitted disease acquired immunodeficiency syndrome (AIDS), or human immunodeficiency virus (HIV). It may also include information about behavioral or mental health services and treatment for alcohol and drug abuse.

This information may be disclosed to and used by: **Pulaski County Special School District Sick Leave Bank Committee.**

Address: **925 East Dixon Road, Little Rock, AR 72206**

For the purpose of: **determining eligibility of request**

I understand I have the right to revoke this authorization at any time. I understand if I revoke this authorization I must do so in writing and present my written revocation to the health information management department. I understand the revocation will not apply to information that has already been released in response to this authorization. If I fail to specify an expiration date, event or condition, this authorization will expire in six months.

A photocopy of this authorization shall be as valid as the original.

I understand that authorizing the disclosure of this health information is voluntary. I can refuse to sign this authorization. I need not sign this form in order to assure treatment. I understand I may inspect a copy of the information to be used or disclosed as provided in CFR 163.524. I understand any disclosure of information carries with it the potential for an unauthorized re-disclosure and the information may not be protected by federal confidentiality rules. If I have questions about disclosure of my health information, I can contact my attorney.

\_\_\_\_\_  
Signature of Patient or Legal Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
If Signed by Legal Representative, Relationship to Patient

\_\_\_\_\_  
Signature of Witness

## **ACCEPTABLE USE POLICY (AUP) AND INTERNET SAFETY AGREEMENT**

The Pulaski County Special School District (PCSSD) is pleased to offer technology, including, but not limited to: computers, networks, and Internet services. The use of PCSSD technology is a privilege, not a right, and carries with it responsibilities for all involved. PCSSD expects staff to blend the use of technology with the curriculum and to provide guidance and instruction to staff and students in its use.

Staff must supervise students' use of technology at all times. Staff is responsible for their conduct when using PCSSD's technology. The PCSSD Acceptable Use Policy applies to all users of PCSSD's electronic communication systems. Users include:

- PCSSD Employees
- PCSSD Students
- Contractors
- Consultants
- Student Teachers
- Temporary Workers
- Any third parties that use the system

### Terms of Agreement

In order for a student to be allowed access to a school computer system, computer network, and the Internet, parents must sign and return the attached consent form by the first day of school.

### Definitions

As defined in this policy, the term technology includes, but is not limited to: all computers; printers, digital cameras, document cameras, interactive white boards, projectors, scanners, peripheral equipment; networks; Internet resources, including production of Web content, all forms of Web-based synchronous and asynchronous communication including electronic mail, and file transfer protocol; multimedia, video, cable television, telephone, and fax equipment; language lab equipment; all software and files, including all user files generated from the use of the resources listed herein; as well as the supplies used to maintain technology.

The term "staff" includes teachers, paraprofessionals, administrators, permanent substitutes and any adult responsible for supervising students.

The term "user" includes staff members and anyone who makes use of PCSSD's technology.

### Access Statement

All users authorized to access student information are required to abide by the policies governing review and release of student education records. The Family Educational Rights and Privacy Act (FERPA) of 1974 mandates that information contained in a student's education record must be kept confidential and outlines the procedures for review, release and access of such information. Access to student information systems will be granted only to those individuals who have been determined to have a legitimate educational interest in the data. Individuals who have been granted access must understand and accept all responsibilities of working with confidential student records. If the individual loses the data, he/she should inform the appropriate District personnel immediately.

All users must sign and return an Acceptable Use Policy Statement before being allowed to use any of the District's technology. The Acceptable Use Statement will stay in effect as long as the staff member is employed in the PCSSD. Users are not allowed to use PCSSD's technology if a signed Acceptable Use Policy Statement has not been submitted to their school. Users may not login under a generic or shared password.

### Acceptable Uses

The District is providing access to its school computer systems, computer networks, and the Internet for educational purposes only. Regulations for participation by anyone on the Internet shall include, but not be limited to, the following:

1. All users must abide by rules of Network etiquette – Netiquette, including the following:
  - a. Be polite.
  - b. Use appropriate language and graphics.
2. All users are allowed to use email, electronic chat rooms, instant messaging, social networking sites and other forms of direct electronic communications for educational purposes only and with proper supervision. All access is controlled via the District's Internet content filter and is subject to monitoring at any time by designated District staff.
3. Comply with fair-use laws and copyright regulations while accessing the Internet.

4. Understand, recognize, and respect the intellectual property of others.
5. Career development activities.
6. School sponsored email.
7. Approved use of 21st Century Tools including, but not limited to, podcasting, private class chat room experiences, private class to class video-conferencing, private class blogging, and private class wikis.
8. Educational research
9. Comply with fair-use laws and copyright regulations while accessing the Internet
10. Understand, recognize, and respect the intellectual property of others

#### Unacceptable Uses

1. Students may not bypass or attempt to bypass the PCSSD's filtering software.
2. Do not swear, use vulgarities, suggestive, obscene, belligerent, or threatening language in any messages or web pages. If a user is the victim of a harsh, critical, or abusive statement, the user should bring the incident to the attention of their immediate supervisor or Director of Technology. Be advised that doing so in school-sponsored email will result in your email being automatically redirected from the intended recipient to the Director of Technology and General Counsel for review. Disciplinary action, as outlined in this policy, may be forthcoming.
3. Do not use personal addresses, personal phone numbers, or other identifying information of students on the Internet. No identifiable photographs will be allowed to be published to the Internet without appropriate written consent. Concerning a student, appropriate written consent means a signature by a parent or legal guardian of the student.
4. Users are prohibited from accessing any site on the Internet that is not consistent with the educational objectives of the Division, to include, but not be limited to, social networking sites.



5. Participating in “cyber bullying” such as personal attacks and/or threats on/against anyone including being impolite.
6. Using the network/Internet for any illegal activity, including violation of copyright or other contracts or transmitting any material in violation of any federal, state or local law.
7. Sending, receiving, viewing, or downloading illegal material via the PCSSD computer system.
8. Unauthorized downloading or installing of software to any District electronic devices or any electronic device, such as an mp3 player, brought on to the school grounds.
9. Using the computer system for private financial or commercial gain.
10. Wastefully using resources, such as bandwidth, file space, paper, and ink/toner.
11. Gaining unauthorized access to resources or entities.
12. Using the computer system for commercial or private advertising.
13. Submitting, posting, publishing or displaying any obscene, profane, threatening, illegal, or other inappropriate material.
14. Using the computer system while access privileges are suspended or revoked.
15. Vandalizing the computer system, including, but not limited to, modifying or destroying any other peripheral equipment, or destroying data by creating or spreading viruses and/or by any other means.
16. Forging, intercepting, or interfering with electronic mail messages, except as otherwise provided in this policy.
17. Accessing or attempting to access instant messages, non-educational chat rooms, forums that are not school-related, private e-mail, message boards, blogs or wikis that are not school-related, or host personal web pages at any time on the Division LAN or

WAN. Exceptions to this shall only include school-approved, teacher-supervised, filtered, archived Internet communication, which occurs during the instructional day.

18. Failing to respect the PCSSD computer system's resource limits.
19. Using the computer system to disrupt others.
20. Reading, modifying or deleting data owned by others, except as otherwise provided in this policy.
21. Use of the computer system concurrent with a violation of the code of conduct or violation of any rule or regulation of the school or school system.
22. Users shall not bypass or attempt to bypass the PCSSD's security measures through means such as, but not limited to, online proxies, bootable media, IP spoofing, etc.
23. Users shall not intentionally damage the system, damage information belonging to others, misuse system resources, or allow others to misuse system resources.
24. Users shall not alter or vandalize computers, networks, printers, or other associated equipment and system resources. Alteration or vandalism includes, but not limited to, removal of parts, intentional destruction of equipment, attempting to degrade or disrupt system performance, or attempting to make system resources unusable.
25. Users shall not relocate or remove technology equipment (hardware or software) from its location without permission from the PCSSD Technology Department.
26. Users shall not use system resources to distribute or provide personal information or addresses that others may use inappropriately.
27. Users should be aware that electronic mail (e-mail) and all other files stored on PCSSD network are the property of the District.
28. Users should not send any messages or create any files that they would not want to be made public. Space restrictions will be implemented according to District guidelines.

29. Users shall maintain a strong password on PCSSD computers, email system, and any other network logins at all times.

#### Failure to Follow Acceptable Use Policy

1. Uses that cause harm to others or damage to their property are prohibited. For example:
  - a. Do not engage in defamation (harming another's reputation by lies);
  - b. Do not use another's password or some other user identifier that misleads message recipients into believing that someone other than you is communicating or otherwise using his/her access to the network or the Internet;
  - c. Do not upload a work, virus, Trojan horse, time bomb, or other harmful form of programming or vandalism; do not participate in hacking activities or any form of unauthorized access to other computers, networks, or information systems.
2. Uses that jeopardize the security of student access and of the computer network or other networks on the Internet are prohibited. For example, do not disclose or share your password with others; do not impersonate another user.
3. Illegal activities, including copyright or contract violations, shall not be permitted.
4. The Internet shall not be used for commercial, political, illegal, financial, or religious purposes.
5. Threatening, profane, harassing, or abusive language shall be forbidden.
6. Use of the network for any illegal activities is prohibited.
  - a. Illegal activities include:
    - i. Tampering with computer hardware or software;
    - ii. Unauthorized use entry into computers and files (hacking);
    - iii. Knowledgeable vandalism or destruction of equipment;
    - iv. Deletion of computer files.

- b. Such activity is considered a crime under state and federal law. Any use which violates state or federal law relating to copyright, trade secrets, the distribution of pornographic materials, or which violates any other applicable law or municipal ordinance, is strictly prohibited.
7. No user is permitted to knowingly or inadvertently load or create a computer virus or load any software that destroys files and programs, confuses users, or disrupts the performance of the system.
8. No third party software will be installed without approval of the PCSSD Technology and Learning Services Departments.
9. Accessing pornographic or obscene material or using or sending profanity in messages shall be forbidden.
10. The use of anonymous proxies or any site that allows the user to get around content filtering is strictly prohibited and is a direct violation of this agreement.

### Violations

A violation of this agreement could result in loss of privileges, termination, or criminal charges.

### Minimum Consequences

1st Offense: Warning and documentation in personnel file

2nd Offense: Disciplinary action and formal improvement plan

3rd Offense: Possible suspension and/or recommendation for non-renewal or termination

### Internet Safety

- Parents and Users: Despite every effort for supervision and content filtering, all users and their parents/guardians are advised that access to the electronic network may include the potential for access to materials inappropriate for school-aged students. Every user must take responsibility for his or her use of network and Internet and avoid these sites.

- **Personal Safety:** In using the network and Internet, users should not reveal personal information such as home address or telephone number. Users should never arrange a face-to-face meeting with someone “met” on the Internet.
- **Confidentiality of Student Information:** Personally identifiable information concerning students may not be disclosed or used in any way without the permission of parent or guardian. Users should never give out private or confidential information about themselves or others on the Internet.
- **Active Restriction Measures:** The District will utilize filtering software or other technologies to prevent students from accessing visual depictions that are (1) obscene, (2) pornographic, or (3) harmful to minors. The use of anonymous proxies or any site that allows the user to get around the content filter is strictly prohibited and will be considered a violation of this policy. The school will also monitor the online activities of users through direct observation and/or technological means.
- All minors should be educated each year about appropriate online behavior, including cyber bullying, awareness and response, and interacting with other individuals on social networking sites and in chat rooms.

### Use of New Web Tools

Online communication is critical to our students’ learning of the 21st Century Skills. Tools such as blogging and podcasting offer authentic, real-world vehicles for student expression. Again, as educators, our primary responsibility to students is their safety. Hence, expectations for classroom blogs, student protected e-mails, podcasts, or other Web interactive use must follow all established Internet safety guidelines.

### Blogging/Podcasting Terms and Conditions:

- The use of blogs, podcasts or other Web 2.0 tools is considered an extension of your classroom. Therefore, any speech that is considered inappropriate in the classroom is also in appropriate in all uses of blogs, podcasts, or other Web 2.0 tools. This includes, but is not limited to, profanity and racist, sexist or discriminatory remarks.
- Teachers must monitor all communication on blogs, podcasts, or other Web 2.0 tools that are used in the classroom.

- All users using blogs, podcasts or other web tools are expected to act safely by keeping ALL personal information out of their posts.
- A user should NEVER post personal information on the web (including, but not limited to, last names, personal details including addresses or phone numbers, or photographs). Do not, under any circumstances, agree to meet someone you have met over the internet.
- Comments made on blogs should be monitored and – if they are inappropriate – deleted.
- Never create a link to web sites from your blog or blog comment without reading the entire article to make sure it is appropriate for a school setting.
- Students using Web 2.0 tools agree to not share their user name or password with anyone besides their teachers and parents and to treat any blogs as classroom spaces.
- Users who do not abide by these terms and conditions may lose their opportunity to take part in the project and/or be subject to consequences appropriate to misuse.

### Policy Statements

The use of the PCSSD's computer system is a privilege, not a right, and the Acceptable Use Policy is designed to establish clear guidelines for adult stakeholders who have access to the Public School computer system. Be polite and use proper Network etiquette (the acceptable behavior the Internet community expects its citizens to follow).

### Use appropriate language

Respect both your own privacy and the privacy of others by not giving out personal information. Respect the rights of others by not wasting network resources. Report threatening or harassing remarks or materials to administration

### Permission Forms

All users (staff members, substitute teachers, guests, and students and their parents) must sign an Acceptable Use Agreement to be eligible to work on any equipment connected to the network. This agreement must be renewed on an annual basis.

## **Acceptable Use Purpose**

### Internet Access

- Staff has access to Internet World Wide Web information resources through their classroom, media center, and/or computer lab on any equipment connected to the network. All Internet usage is monitored, and users should expect that their use may be reviewed at any time by the principal or Superintendent.
- Staff will be issued an e-mail account for business use.
- Teachers and support staff will create a classroom website in accordance with District guidelines. Material placed on a web page must relate to the school, classroom, or program.

### Confidential Information

Look at IT security for clarification

### Responsibility

Users are responsible for their individual accounts and should take all reasonable precautions to prevent others from being able to use their account. Under no conditions should users provide their passwords to anyone else.

### Copyright

All users must adhere to the copyright laws of the United States (P.L. 94-553) and the Congressional Guidelines that delineate it regarding software, authorship, and copying information.

### Benefits of Education

We are in the 21st Century; our students must learn to utilize the tools and skills necessary to compete in a global economy. Students of today must think critically about global issues, work collaboratively on projects, and understand the significance of intellectual property, fair-use laws, and copyright regulations as they research the world in which they live. The PCSSD computer system, coupled with Internet access, empowers our students to construct authentic meaning from classroom lessons.

## **Enforcing Acceptable Use Policies**

### Privacy Policies

Users should not expect privacy in the contents of their personal files on the District or school's network; they must realize that any information stored electronically on school owned equipment is subject to Arkansas' Freedom of Information Act. The situation is similar to the rights staff and students have in regard to their lockers, desks, or other storage systems. The District reserves the right to monitor, inspect, copy, review and store at any time and without prior notice, any and all usage of the computer network and/or internet usage. Parents of students have the right at any time to request a review of the contents of their children's electronic files or a conference with the teacher regarding electronic projects and/or research.

### Liability Disclaimer

The PCSSD makes no guarantees that the functions of the services provided by or through the network will be error-free or without defect. The District will not be responsible for any damage the user may suffer, including but not limited to, loss of data or interruptions of service. The District is not responsible for the accuracy or quality of the information obtained through or stored on the network. The District will not be responsible for financial obligations arising through the unauthorized use of the network. When using the network, one may sense they can more easily break a rule and not be caught. This perception is not accurate. Whenever users access the network or use technology equipment, they leave "electronic footprints." Thus, the odds of getting caught in violations are really about the same as in the real world or in any other actions or situations.

### Principal Responsibilities

- Include Acceptable Use Policy in student handbook.
- Be sure handbooks are distributed to all students.
- Treat student infractions of the Acceptable Use Policy according to the school discipline policy.
- Keep permission forms on file for one school year.
- Identify students who do not have permission to use the Internet to the teaching staff.



- Insure that teachers are educating students about appropriate online behavior.

#### District Responsibilities

- Ensure that filtering software is in use to block access to materials that are inappropriate, offensive, obscene, or contain pornography.
- Update the filtering software regularly.
- Have Acceptable Use Policy approved by the board and published on the District website.

## **SIGNATURE FORMS**

### Staff Agreement

The acceptable and unacceptable uses of the District's equipment, network and the Internet access are described in this "Acceptable Use Agreement" for the District. By signing this agreement, I acknowledge that I have read, understand and agree to abide by the provisions of the attached Acceptable Use Policy (AUP) and Internet Safety Agreement. I realize that all the rules of conduct described in this District's AUP, policies, procedures, and handbooks apply when I am using the District's network.

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

Email: \_\_\_\_\_

Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PCSSD Acceptable Use Policy (AUP) and Internet Safety Agreement – Consent Form**

As a parent or legal guardian of \_\_\_\_\_ I have read and understand the Acceptable Use Policy, and I agree to the following:

As the parent or legal guardian of the student name above, I grant permission for my son or daughter to use a school computer, electronic device, or network software provided by the Pulaski County Special School District.

As the parent or legal guardian of the student named above, I grant permission for my son or daughter to access Internet services provided by the Pulaski County Special School District.

As a parent or legal guardian or the student named above, I grant permission for my son or daughter to participate in activities on the Internet such as email, wikis, and social media sites to support the educational goals of the Pulaski County Special School District.

Student's Name (Please Print): \_\_\_\_\_

Student's School: \_\_\_\_\_

Parent phone number: \_\_\_\_\_

Parent email address: \_\_\_\_\_

Student Signature: \_\_\_\_\_

Parent (Guardian) Signature: \_\_\_\_\_

## COMPUTER AND MOBILE TECHNOLOGY DEVICE POLICY

Computers and mobile technology devices are provided to Pulaski County Special School District (“PCSSD”) employees for use on district property, and the use of those devices is governed by the Pulaski County Special School District Computer User Guidelines and User Agreement (“Agreement”) and the Pulaski County Special School District Acceptable Use Policy (AUP) and Internet Safety Agreement. Technology devices are provided to enhance, enrich and facilitate teaching and learning. Mobile technologies are to be used for school related use, curriculum enhancement, research, communications, and other instructional purposes.

The following policies govern the use of this equipment.

1. District provided mobile equipment used by District employees and students remain the legal property of the PCSSD. Asset tracking of mobile equipment shall be the responsibility of PCSSD.
2. Work produced and/or information stored or resident in the memory of school computers is property of the PCSSD and there is no expectation of privacy.
3. Employees are responsible for the security of their computer equipment, files and passwords. Employees with access to student records or any confidential information may not use, release, or share these records except as authorized by District policy or by federal, state, or local laws. Employees who are provided access to confidential or other sensitive information must take measures to safeguard it from unauthorized access, release, or disclosure. Users must never allow others, especially students, to use their passwords. Employees should also protect their passwords to ensure system security and their own privilege and ability to continue to use the system. Employees will be held accountable for any activity under their user account and password. Remote access may be granted to an employee by the Principal and/or IT Department for the convenience of completing his/her job from remote locations. It is the employee’s responsibility to ensure that the remote access session remains as secure as the network access at the campus. Any suspected security violations must be reported to the Chief Technology Officer immediately.
4. It is the employee’s responsibility to maintain a backup of their data and restore their data if needed. Employees should contact the IT Help Desk to resolve any technical issues. Please use one of the following methods to contact the IT Help Desk:

- a. Call the IT Help Desk at 501-234-2150, Mon – Fri, 7am – 5pm
  - b. Send an email to [helpdesk@pcssd.org](mailto:helpdesk@pcssd.org) and include:
    - i. School Name, Device ID, PCSSD inventory tag #
    - ii. Point of Contact
    - iii. Detailed Description of the Problem
5. In the case of damage, loss, theft, technical issues or other problems with a device, the PCSSD IT Help Desk should be notified immediately. Technical issues include but are not limited to software crashes, hard drive crash, erratic error messages, etc.
6. Only legally licensed and District-approved software and apps shall be installed onto district-owned computers and devices. Any malicious activity caused by software outside of the default image will be the user's sole responsibility. Malicious activity includes but is not limited to viruses, malware, data loss, network scanning, email spamming, network based attacks and disabling or removing any monitoring/security systems installed by the PCSSD.
  - a. No user is permitted to knowingly or inadvertently load or create a computer virus or load any software that destroys files and programs, confuses users, or disrupts the performance of the system.
  - b. No third party software and apps will be installed without approval of the PCSSD Technology and Learning Services Departments.
7. Users may be held responsible for any damage caused by intentional or negligent acts while in possession of any District mobile device issued to them. Damage or theft which occurs due to the employee's negligence will be the responsibility of the employee. Examples of negligence include, but are not limited to, failure to follow the listed guidelines (or any other reasonable precautions) that leads to theft and/or renders the computer unusable, including the failure to:
  - a. Use protected storage bags and/or carrying cases that are specifically designed for the device.
  - b. Lock devices in cabinets or desks when possible.
  - c. Secure the device anytime you are temporarily leaving it unattended in a classroom or conference room.

- d. Keep drinks, food, lotions, liquids of any kind and other harmful materials away from the electronic devices.
8. Before a District mobile technology device is issued, the employee must read and sign the PCSSD Computer User Guidelines and User Agreement, as well as read and understand the PCSSD Acceptable Use Policy. The signed Agreement will remain on file with the PCSSD.

#### Warranty Repairs

Warranty repairs are defined as: Defects in materials and workmanship under normal use. The mobile technology warranty only covers failure due to defect of the components. This does not include any damage due to accident or negligence. It does not cover loss or theft.

#### Insurance for Damage/Vandalism/Loss/Theft

PCSSD will insure technology equipment before issued to a school. If damage, vandalism, loss or theft occurs while the equipment is being used on-site, a deductible will need to be paid before the computer or device is repaired or replaced. The employee or district will pay this deductible. Payment is the responsibility of the district, except in the case of established employee negligence. Anytime there is damage, loss or theft of equipment, a district insurance claim form will be filled out by the employee and administrator of the school and submitted to the Business Department.

#### Off-Site Damage/Vandalism/Loss/Theft

Damage to equipment due to negligence will not be covered by insurance and will result in the full cost of equipment. If the damage, vandalism, loss or theft occurs off-site while under the responsibility of the employee or in cases of established employee negligence while used on-site, payment shall be made by the employee to cover the cost of repair or replacement of the device; whichever is less. Payment from the employee may be collected through a payroll deduction process if necessary. In the event of suspected theft or loss, not on district property, employees must notify authorities. In any instances of insurance claims, paperwork will need to be filed and all instances will need to be investigated.

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I understand technology provided for instructional use belongs to the Pulaski County Special School District and is intended for school/district-related use. I have read the PCSSD Computer and Mobile Technology Device Policy and agree to abide by the terms and conditions of those policies.

I understand that if equipment in my possession off-campus is lost, damaged, or stolen due to my negligence I will pay repair costs or full replacement costs, including costs of cases and accessories. If necessary, I authorize PCSSD to use a payroll deduction(s) to cover the cost of repair or replacement of the equipment as stated in the policy.

I understand that violation of the provisions stated in the policy may result in disciplinary action and may require that I forfeit use of the device.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I understand and agree that I will authorize all off-campus equipment privileges.

Administrator Signature: \_\_\_\_\_

## **GRIEVANCE PROCEDURE**

**Grievance Defined.** A grievance is defined as a concern expressed by an employee that there has been a violation by the administration of [A] an express provision of these personnel policies; [B] a federal or state law or regulation; or [C] some other express term or condition of the employee/grievant's employment. Terminations of contracts for cause, suspensions because of a belief that cause for termination exists, and non-renewal of contracts are governed by statute with appeal provisions. Therefore, this grievance procedure does not apply to those job actions. However, other disciplinary actions, including disciplinary suspensions without pay, are subject to this grievance procedure. This grievance procedure shall be the exclusive remedy for any employee alleging a violation by the District that may be the subject of a grievance under this procedure. A group of employees with the same concern about a District violation may be parties to a single grievance.

### **Informal Resolution**

Grievances or other differences between employees and the administration are frequently the result of mistakes or misunderstandings. Accordingly, while not a mandatory condition of appealing to the Superintendent, an employee should always attempt to resolve any grievance (as well as any other difference not within the definition of a grievance) by first bringing it to the attention of the building principal or equivalent immediate supervisor. This may be done in writing, but there is no requirement of writing as there is with the following steps of the grievance procedure.

### **Level 1 – Immediate Supervisor**

Informal and direct resolution of all grievances and other differences is strongly encouraged. If the discussion at the informal level fails to resolve the grievance, or if no resolution occurred within five (5) days of the informal meeting, the grievant may invoke a formal Level I grievance.

1. A copy of the grievance should be mailed or delivered to the immediate supervisor and it will include:
  - a. A statement setting forth the factual basis for the grievance and the section or sections of the policies allegedly violated.
  - b. Whether the employee wants representation, and if so, what type (i.e. personal attorney, AEA)



2. The immediate supervisor will meet with the grievant within five (5) days of the receipt of the grievance.
3. The immediate supervisor will render a written decision within five (5) days of the meeting.

### **Level 2 - Superintendent**

1. If the grievant is not satisfied with the decision of the immediate supervisor, or if no decision has been made within five (5) days of the Level I decision, then the grievant may invoke a Level II grievance to the Superintendent within ten (10) days of the Level I decision.
2. The Superintendent and/or his designee will hold a Level II grievance hearing within seven (7) days of receipt of the transmittal.
  - a. A written decision will be rendered within seven (7) days of the hearing.
  - b. The Superintendent and/or his designee will furnish a copy of the decision to the grievant.

### **Level III - School Board**

1. A grievant may elect to have his grievance heard by the Board.
2. The grievant will notify the Superintendent of his desire to have a Board grievance hearing within twenty (20) days after the conclusion of the Level II decision.
3. The Board, no later than its next regular meeting, will hear the grievance provided the request was received prior to the setting of the agenda.
  - a. The grievant may be represented by a legal or paralegal counsel at his own expense.
  - b. A decision by the Board will be rendered at the time of the hearing.
  - c. It will require five (5) Board member votes in order to overturn the Superintendent's decision.
  - d. The decision will be reduced to writing.
  - e. A copy of such decision will be furnished to the grievant.

## **DISCRIMINATION COMPLAINTS**

Any alleged violation of the District's policy prohibiting discrimination on the basis of race, color, religion, sex (including complaints of sexual harassment), or national origin must be brought to the attention of the Superintendent of schools by the complainant as soon as possible. If the complaint involves allegations against the Superintendent, or allegations that the Superintendent has refused to act on a discrimination complaint against another employee, it must be brought to the attention of the president of the Board of Education. This provision applies to any complaint or grievance that an employee suffered adverse job action or a hostile employment environment on account of race, color, religion, sex, or national origin.

### **Time Limits**

Time is of the essence in this grievance procedure and the times for filing a grievance and answering are to be strictly construed. However, the time limit for initially filing a grievance can be extended by the mutual agreement of any building principal or the Superintendent, on the one hand, and the employee, on the other hand, which agreement must be in writing. The time limit for appealing the Superintendent's second step answer, or failure to timely answer, to the school board can be extended by the mutual written agreement of the Superintendent and the employee.

PULASKI COUNTY SPECIAL SCHOOL DISTRICT  
 TEACHER SALARY SCHEDULE  
 2014-2015  
 190 Days

STEP	BA	BA + 12	BA + 24	MA	MA + 15	MA + 30	MA + 45	Doctorate
1	\$32,175	\$33,784	\$35,474	\$37,247	\$39,109	\$41,065	\$43,118	\$45,273
2	\$32,947	\$34,595	\$36,325	\$38,141	\$40,047	\$42,050	\$44,153	\$46,360
3	\$33,738	\$35,425	\$37,196	\$39,056	\$41,009	\$43,060	\$45,212	\$47,473
4	\$34,548	\$36,275	\$38,089	\$39,994	\$41,993	\$44,093	\$46,298	\$48,612
5	\$35,378	\$37,146	\$39,003	\$40,954	\$43,001	\$45,151	\$47,409	\$49,779
6	\$36,227	\$38,038	\$39,940	\$41,937	\$44,033	\$46,234	\$48,547	\$50,973
7	\$37,096	\$38,950	\$40,898	\$42,943	\$45,090	\$47,345	\$49,712	\$52,198
8	\$37,986	\$39,885	\$41,879	\$43,973	\$46,172	\$48,481	\$50,905	\$53,450
9	\$38,898	\$40,842	\$42,885	\$45,029	\$47,280	\$49,644	\$52,126	\$54,733
10	\$39,831	\$41,823	\$43,914	\$46,110	\$48,415	\$50,836	\$53,377	\$56,046
11	\$40,787	\$42,826	\$44,968	\$47,216	\$49,577	\$52,056	\$54,659	\$57,392
12	\$42,092	\$44,197	\$46,407	\$48,727	\$51,163	\$53,721	\$56,407	\$59,228
13	\$43,439	\$45,611	\$47,892	\$50,287	\$52,800	\$55,440	\$58,212	\$61,124
14	\$44,829	\$47,071	\$49,424	\$51,896	\$54,490	\$57,215	\$60,076	\$63,079
15	\$46,264	\$48,577	\$51,006	\$53,556	\$56,234	\$59,045	\$61,998	\$65,098
16	\$47,744	\$50,131	\$52,638	\$55,270	\$58,033	\$60,935	\$63,982	\$67,181
17	\$48,871	\$51,337	\$53,933	\$56,677	\$59,498	\$62,456	\$65,559	\$68,814

LONGEVITY AMOUNTS INCLUDED IN 17:

\$1,127      \$1,206      \$1,295      \$1,407      \$1,465      \$1,521      \$1,577      \$1,633

All hours above bachelor **must be graduate hours.**