

# **PULASKI COUNTY SPECIAL SCHOOL DISTRICT**



Board Policies for  
Classified 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 classified 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 classified 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 Classified 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 in order 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

## **PERSONNEL POLICIES COMMITTEE**

The District shall have a Personnel Policies Committee (PPC) which will review school District personnel policies, guidelines, regulations and procedures that pertain to the terms and conditions of classified 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.

A committee on personnel policies for classified employees will be formed consisting of one (1) non-management classified representative from each of the following classifications:

- \* Maintenance, Operation and Custodians;
- \* Transportation
- \* Child Nutrition
- \* Clerical staff
- \* Paraprofessionals, Intercessors
- \* Nurses, Speech Pathologist, Physical Therapist, Occupational Therapist, School Psychologist and other classified staff not included in the above.

The non-management classified members shall be elected by a majority of all non-management classified employees by secret ballot. The election shall be solely and exclusively conducted by the classified employees, including the distribution of ballots. The election shall be conducted by mid-October.

Each of the six non-management positions elected during the fall of 2012 shall serve the terms as decided by the drawing of lots during the April 2013 regularly scheduled meeting of the Classified Personnel Policies Committee. The current PPC members' terms of office will be as follows:

One-year term:	Student Nutrition Clerical
Two-year term:	Maintenance/Operations/Custodians Transportation
Three-year term:	Paraprofessionals/Intercessors Nurses/Therapists/School Psychologists/Others

All non-management positions elected during the 2013-14 school year and following will serve three-year terms. The election cycle shall be: 2013-14 year: Clerical and Student Nutrition; 2014-15 year: Maintenance/Operations/Custodians and Transportation; 2015-16 year: Paraprofessionals/Intercessors and Nurses/Others.

In the case of resignation of non-management members, the position will be filled by election during the next election cycle and will be for the completion of the term being filled. Should more than two non-management positions be vacant, a special election will be held to fill all vacant positions.

The committee will also consist of three (3) classified employee administrators, one (1) of which may not be the Superintendent. The administrators on the committee shall be appointed by the Superintendent.

The PPC will organize itself in October of each school year. The Committee 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.

The Superintendent may recommend any changes in personnel policies to the board of directors or the personnel policies committee.

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.

## **EQUAL EMPLOYMENT**

PCSSD shall operate the school 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 (100) 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.



## **POLICY PROHIBITING 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, 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 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).
7. Employees will disclose any direct or indirect interest they may have in a business that sells goods or services to the school district. Disclosure forms will be available in the Human Resources office. Directly interested means the employee receives compensation or other benefits personally from the business or has a financial interest in the business. Financial interest means ownership of more than five percent (5% interest), holding a position as an officer, director, trustee, partner, or other top level management, or being an employee, agent, independent contractor, or having any other arrangement in which the individual's compensation is based in whole or in part on transactions with the school district. Indirectly interested means the employee's family meets one or more of the above conditions. Family members mean spouse, children or spouse's children, spouse of children or spouse's children, parents or parents of spouse, siblings or siblings of spouse, anyone living or residing in the same residence or household or the same residence or household of spouse,

or anyone acting or serving as an agent or as an agent of the employee's spouse.

8. Employees shall not solicit, demand, accept or agree to accept any gratuity or offer of employment in connection with any contract or transaction of the school district.

## **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. All employees will comply with all state and federal laws regarding cell phone use and will refrain from using cell phones or other electronic devices for personal use during instructional time.

## **DISCIPLINARY ACTION POLICY**

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, and personal conduct of employees is recognized, provided that such rules and regulations must be reasonable and consistent with these personnel policies.

Such rules will be in writing and posted internally with copies furnished to the Classified Personnel Policies Committee. Such rules are effective when published but are subject to the grievance procedure if their reasonableness is questioned.

Apart from specific rules, the obligation of each employee to conduct himself/herself in relation to his/her employment in a manner which respects the persons, property, and dignity of others is recognized.

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.

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.



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.

#### Voluntary Quit

Any employee who is absent from work for four (4) consecutive working days without notifying his supervisor of the absences will be considered as having voluntarily quit, unless the employee has a valid and sufficient reason for his failure to notify the supervisor.

## **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**

The image Pulaski County Special School District projects to our students, parents, and the public is reflected in the professionalism of its employees. Appropriate attire is an important part of our image as educators and role-models. In order to maintain this standard of professionalism, PCSSD has adopted a dress code for its staff.

The dress and grooming of District employees shall be clean, neat, appropriate for their assignments, and consistent with any additional standards established by school administrators and/or department directors and approved by the Superintendent.

## **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 which could include but are not limited to 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.

## **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.

The Superintendent is directed to develop and implement a mandatory employee drug and alcohol testing program for security guards, bus drivers, any employee required to transport students, all employees required to maintain a commercial driver's license which will include, but



not limited to, compliance with and enforcement of all state and federal laws, rules and regulations, and all employees who drive a vehicle owned or leased by the District or who receive compensation from the District for driving a vehicle or mileage reimbursement from the District for driving a privately-owned vehicle.

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

## **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 employee sick leave. Claiming employee 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, department director, District-level administrator, or Superintendent. 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 an individual personnel 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.

## **CLASSIFIED STAFF ASSIGNMENTS AND TRANSFERS**

Each employee of the Board will be assigned to a position at the direction of the Superintendent and may be transferred to any other position as the Superintendent may direct.

Transfers made at the initiative of the Superintendent will be for efficient staffing of the schools and service units and to most effectively utilize the skills of the employee. An administrative transfer or reassignment will be made only after a conference with the employee involved.

In the determination of requests for transfer or reassignment, the convenience and wishes of the individual employee will be honored to the extent that they do not conflict with the Superintendent's judgment concerning effective operations of the District.

Within an individual school or service unit, a principal or other classified staff supervisor may assign classified staff members to tasks appropriate to their positions and qualifications.



## **COMPENSATION AND CONTRACTS**

The Board will seek to attract and keep concerned and capable employees to carry out support services assignments. Initial compensation and compensation plans for classified staff will take into consideration the responsibilities of the position, qualifications needed, past experience of the individual and years of service to the District, and will be in accordance with established regulations and prevailing statute.

The Board will review all classified staff compensation plans annually and once adopted by the Board the plans will be considered as current policy.

Upon recommendation of the Superintendent, the Board will award individual contracts to classified staff.

### 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 contact 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.

### Placement on Salary Schedule

1. All relevant job experience will be considered for placement on the salary schedule when a new employee is hired or when a District employee changes jobs.
2. Securing written verification of experience from a previous employer will be the responsibility of the employee and must be presented within thirty (30) calendar days of employment or job change.
3. Employees hired before July 1, 2013, may provide his or her immediate supervisor with written verification of experience relevant to their current job if they believe they have more years of experience than they are being credited for on the salary schedule. If the

immediate supervisor believes the experience to be relevant to the employee's current job, he/she will recommend that the District's Human Resources Department verify the experience documented by the employee. The employee must submit the written verification of experience to his or her immediate supervisor no later than January 2, 2015.

4. If the District's Human Resources Department verifies the relevant experience submitted by the employee, the employee will be allowed to advance on the salary schedule up to three steps per year (two additional steps per year) until his or her placement on the salary schedule reflects all relevant years of experience. The additional advancement on the salary schedule will begin with the 2015-2016 school year.

#### 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 or the Arkansas Public Employees 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.
- c. An employee with twenty-eight (28) or more years of service in the Arkansas Teacher Retirement System or the Arkansas Public Employees Retirement System who continues to work under the T-Drop program may receive this Attendance Incentive based on unused sick leave accumulated prior to entering the T-Drop program.

#### 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/Staff Development Payments

The Professional Growth/Staff Development program will cease to exist effective July 1, 2012. Credit hours completed by June 30, 2012, will qualify for professional growth/staff development contracts if proof of satisfactory completion is received in the Office of Staff Development by October 1, 2012.

All professional growth/staff development contracts will be phased out over a three year period as follows:

1. For the 2012-2013 school year supplemental salary will be equal to \$2 per clock hour of instruction on an annual basis or 2.67% of salary for administrators.
2. For the 2013-2014 school year supplemental salary will be equal to \$1 per clock hour of instruction on an annual basis or 1.33% of salary for administrators.
3. Beginning with the 2014-2015 school year, supplemental salary will not be paid.

#### Bus Driver Supplemental Salary Conditions

Out-of-District Behavioral Routes (Specialty):

1. Bus drivers employed after September 30, 2008:
  - a. The pay for out-of-district behavioral routes that serve non-district sites which transport students who are identified as requiring specialized transportation as a related service according to Section 504 or IDEA will be paid at their base rate of pay.
  - b. Drivers assigned behavior routes prior to September 30, 2008 will receive compensation at Range 12, Step 26 of the Salary Schedule.

## **CLASSIFIED PERSONNEL SALARY SCHEDULES**

In order to implement the following salary schedules for the 2013-2014 school year, each employee will be placed on the experience step within the applicable range that is closest to, without being less than, his or her pay rate for the 2012-2013 school year, and then advanced one experience step for the 2013-2014 school year. An employee must work a minimum of 160 days in order to qualify for an experience step increase the following year.

### Converting from Daily Rate to Hourly Rate

If a position is paid from a daily rate salary schedule for 2012-2013 and is changed to an hourly rate salary schedule for 2013-2014, the hourly rate for 2012-2013 will be calculated by dividing the daily rate by the scheduled hours of work per day. If rounding is necessary to determine the hourly rate for 2012-2013, the rate will be rounded to the nearest cent with a half-cent or more rounding up, and less than a half-cent rounding down.

### Contracted Bus Drivers-Regular Routes

The 2012-2013 Bus Driver Salary Schedule is stated as a daily rate, depending on the length of the route. Those daily rates will be divided by five in order to determine the hourly rate for 2012-2013. Rounding and placement on the 2013-2014 salary schedule will then follow the above process. Contracted Bus Drivers with regular routes will be paid from the non-exempt (hourly) salary schedule, Range 12. Beginning with the 2013-2014 school year, Bus Drivers will be given the opportunity to work a minimum of five hours per day. The first six hours of each bus driver's work day will be paid at the hourly rate determined by the above process, Range 12. All hours per day in excess of six will be paid at the rate stated on the non-exempt (hourly) salary schedule, Range 1, Experience Step 0. If the regular route exceeds a total of six hours during a day due to a mechanical failure, accident, inclement weather, or other unusual occurrence beyond the bus driver's control, the Director of Transportation may approve the payment of the Range 12 hourly rate for more than six hours.

### Contracted Substitute Bus Drivers

The same process used for Contracted Bus Drivers with regular routes will apply to Contracted Substitute Bus Drivers with the exception of the range of pay for the first six hours of each work

day. Contracted Substitute Bus Drivers will be paid from Range 9 of the non-exempt (hourly) salary schedule.

#### Non-Contracted Substitute Bus Drivers

Non-contracted Substitute Bus Drivers will be paid from the non-exempt (hourly) salary schedule, Range 9, Experience Step 1, for the first six hours worked each day. After six hours, the rate will be per Range 1, Experience Step 1. If the regular route exceeds a total of six hours during a day due to a mechanical failure, accident, inclement weather, or other unusual occurrence beyond the bus driver's control, the Director of Transportation may approve the payment of the Range 9, Step 1, hourly rate for more than six hours.

#### Supplemental Pay Rates for Support Staff

Temporary Personnel - Step 1 for the Range Applicable to the Contracted Position.

Support Staff Salary Schedules-Proposed by Classified PPC for 2014-15 School Year May 6, 2014											Page 1 of 2	
Employees Covered (Non-Exempt) from Fair Labor Standards Act-Hourly Rate of Pay												
Experience Step:												
Range 1-5	\$ 0.40											
Range 6-10	\$ 0.45											
Range 11-15	\$ 0.50											
Range 16-20	\$ 0.55											
Range 21-25	\$ 0.60											
Range Increment	\$ 0.60											
Beginning Base	\$ 9.00											
Experience	Range	Range	Range	Range	Range	Range	Range	Range	Range	Range	Range	Range
<u>Steps</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>
1	9.00	9.60	10.20	10.80	11.40	12.00	12.60	13.20	13.80	14.40	15.00	15.60
2	9.40	10.00	10.60	11.20	11.80	12.45	13.05	13.65	14.25	14.85	15.50	16.10
3	9.80	10.40	11.00	11.60	12.20	12.90	13.50	14.10	14.70	15.30	16.00	16.60
4	10.20	10.80	11.40	12.00	12.60	13.35	13.95	14.55	15.15	15.75	16.50	17.10
5	10.60	11.20	11.80	12.40	13.00	13.80	14.40	15.00	15.60	16.20	17.00	17.60
6	11.00	11.60	12.20	12.80	13.40	14.25	14.85	15.45	16.05	16.65	17.50	18.10
7	11.40	12.00	12.60	13.20	13.80	14.70	15.30	15.90	16.50	17.10	18.00	18.60
8	11.80	12.40	13.00	13.60	14.20	15.15	15.75	16.35	16.95	17.55	18.50	19.10
9	12.20	12.80	13.40	14.00	14.60	15.60	16.20	16.80	17.40	18.00	19.00	19.60
10	12.60	13.20	13.80	14.40	15.00	16.05	16.65	17.25	17.85	18.45	19.50	20.10
11	13.00	13.60	14.20	14.80	15.40	16.50	17.10	17.70	18.30	18.90	20.00	20.60
12	13.40	14.00	14.60	15.20	15.80	16.95	17.55	18.15	18.75	19.35	20.50	21.10
13	13.80	14.40	15.00	15.60	16.20	17.40	18.00	18.60	19.20	19.80	21.00	21.60
14	14.20	14.80	15.40	16.00	16.60	17.85	18.45	19.05	19.65	20.25	21.50	22.10
15	14.60	15.20	15.80	16.40	17.00	18.30	18.90	19.50	20.10	20.70	22.00	22.60
16	15.00	15.60	16.20	16.80	17.40	18.75	19.35	19.95	20.55	21.15	22.50	23.10
17	15.40	16.00	16.60	17.20	17.80	19.20	19.80	20.40	21.00	21.60	23.00	23.60
18	15.80	16.40	17.00	17.60	18.20	19.65	20.25	20.85	21.45	22.05	23.50	24.10
19	16.20	16.80	17.40	18.00	18.60	20.10	20.70	21.30	21.90	22.50	24.00	24.60
20	16.60	17.20	17.80	18.40	19.00	20.55	21.15	21.75	22.35	22.95	24.50	25.10
21	17.00	17.60	18.20	18.80	19.40	21.00	21.60	22.20	22.80	23.40	25.00	25.60
22	17.40	18.00	18.60	19.20	19.80	21.45	22.05	22.65	23.25	23.85	25.50	26.10
23	17.80	18.40	19.00	19.60	20.20	21.90	22.50	23.10	23.70	24.30	26.00	26.60
24	18.20	18.80	19.40	20.00	20.60	22.35	22.95	23.55	24.15	24.75	26.50	27.10
25	18.60	19.20	19.80	20.40	21.00	22.80	23.40	24.00	24.60	25.20	27.00	27.60
26	19.00	19.60	20.20	20.80	21.40	23.25	23.85	24.45	25.05	25.65	27.50	28.10

Note: Step 1 represents zero (0) years of experience, Step 2 represents one (1) year of experience, and so forth through Step 26, which represents twenty-five (25) years of experience.

Support Staff Salary Schedules-Proposed by Classified PPC for 2014-15 School Year May 6, 2014													Page 2 of 2	
Employees Covered (Non-Exempt) from Fair Labor Standards Act-Hourly Rate of Pay														
Experience Step:														
Range 1-5	\$	0.40												
Range 6-10	\$	0.45												
Range 11-15	\$	0.50												
Range 16-20	\$	0.55												
Range 21-25	\$	0.60												
Range Increment	\$	0.60												
Beginning Base	\$	9.00												
Experience	Range	Range	Range	Range	Range	Range	Range	Range	Range	Range	Range	Range	Range	Range
Step	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>	<u>19</u>	<u>20</u>	<u>21</u>	<u>22</u>	<u>23</u>	<u>24</u>	<u>25</u>	
1	16.20	16.80	17.40	18.00	18.60	19.20	19.80	20.40	21.00	21.60	22.20	22.80	23.40	
2	16.70	17.30	17.90	18.55	19.15	19.75	20.35	20.95	21.60	22.20	22.80	23.40	24.00	
3	17.20	17.80	18.40	19.10	19.70	20.30	20.90	21.50	22.20	22.80	23.40	24.00	24.60	
4	17.70	18.30	18.90	19.65	20.25	20.85	21.45	22.05	22.80	23.40	24.00	24.60	25.20	
5	18.20	18.80	19.40	20.20	20.80	21.40	22.00	22.60	23.40	24.00	24.60	25.20	25.80	
6	18.70	19.30	19.90	20.75	21.35	21.95	22.55	23.15	24.00	24.60	25.20	25.80	26.40	
7	19.20	19.80	20.40	21.30	21.90	22.50	23.10	23.70	24.60	25.20	25.80	26.40	27.00	
8	19.70	20.30	20.90	21.85	22.45	23.05	23.65	24.25	25.20	25.80	26.40	27.00	27.60	
9	20.20	20.80	21.40	22.40	23.00	23.60	24.20	24.80	25.80	26.40	27.00	27.60	28.20	
10	20.70	21.30	21.90	22.95	23.55	24.15	24.75	25.35	26.40	27.00	27.60	28.20	28.80	
11	21.20	21.80	22.40	23.50	24.10	24.70	25.30	25.90	27.00	27.60	28.20	28.80	29.40	
12	21.70	22.30	22.90	24.05	24.65	25.25	25.85	26.45	27.60	28.20	28.80	29.40	30.00	
13	22.20	22.80	23.40	24.60	25.20	25.80	26.40	27.00	28.20	28.80	29.40	30.00	30.60	
14	22.70	23.30	23.90	25.15	25.75	26.35	26.95	27.55	28.80	29.40	30.00	30.60	31.20	
15	23.20	23.80	24.40	25.70	26.30	26.90	27.50	28.10	29.40	30.00	30.60	31.20	31.80	
16	23.70	24.30	24.90	26.25	26.85	27.45	28.05	28.65	30.00	30.60	31.20	31.80	32.40	
17	24.20	24.80	25.40	26.80	27.40	28.00	28.60	29.20	30.60	31.20	31.80	32.40	33.00	
18	24.70	25.30	25.90	27.35	27.95	28.55	29.15	29.75	31.20	31.80	32.40	33.00	33.60	
19	25.20	25.80	26.40	27.90	28.50	29.10	29.70	30.30	31.80	32.40	33.00	33.60	34.20	
20	25.70	26.30	26.90	28.45	29.05	29.65	30.25	30.85	32.40	33.00	33.60	34.20	34.80	
21	26.20	26.80	27.40	29.00	29.60	30.20	30.80	31.40	33.00	33.60	34.20	34.80	35.40	
22	26.70	27.30	27.90	29.55	30.15	30.75	31.35	31.95	33.60	34.20	34.80	35.40	36.00	
23	27.20	27.80	28.40	30.10	30.70	31.30	31.90	32.50	34.20	34.80	35.40	36.00	36.60	
24	27.70	28.30	28.90	30.65	31.25	31.85	32.45	33.05	34.80	35.40	36.00	36.60	37.20	
25	28.20	28.80	29.40	31.20	31.80	32.40	33.00	33.60	35.40	36.00	36.60	37.20	37.80	
26	28.70	29.30	29.90	31.75	32.35	32.95	33.55	34.15	36.00	36.60	37.20	37.80	38.40	

Pulaski County Special School District				
Salary Schedule Table for 2014-2015 School Year				
Proposed by Classified Personnel Policy Committee May 6, 2014				
Classified Personnel Covered (non-exempt) from Fair Labor Standards Act-Hourly Rate of Pay				
<u>Job</u>	<u>Number</u>			
<u>Description</u>	<u>of Days</u>	<u>Range</u>	<u>Beginning</u>	<u>Ending</u>
Cafeteria Worker	179	1	9.00	19.00
Bus Aide	178	1	9.00	19.00
General Custodian	182/226/244	1	9.00	19.00
Lead Custodian	226/244	2	9.60	19.60
Assistant Cafeteria Manager	182	3	10.20	20.20
HIPPY Home Visitor	178	3	10.20	20.20
Para-educator-ALE	178	3	10.20	20.20
Record Retention Clerk	244	3	10.20	20.20
Secretary-Coord Safety/Security	244	3	10.20	20.20
Secretary-Hlth & Pupil Services	244	3	10.20	20.20
Secretary-Warehouse	244	3	10.20	20.20
Secretary/Dispatcher-Maint	244	3	10.20	20.20
Purchasing Clerk	244	3	10.20	20.20
Secretary-Adult Education	178	3	10.20	20.20
Secretary-General	178	3	10.20	20.20
In-School Suspension Intercessor	178	3	10.20	20.20
Multiage Elem. C/R Intercessor	178	3	10.20	20.20
School Secretary	182/189	3	10.20	20.20
Secondary Attendance Clerk	190	3	10.20	20.20
Secretary-Library Media Center	189	3	10.20	20.20
Secretary-Counselor	196	3	10.20	20.20
Registrar	186/210	3	10.20	20.20
Mechanical Repair Laborer	244	3	10.20	20.20
General Laborer	244	3	10.20	20.20
Para-Educator-Pre-K	178	3	10.20	20.20
Elementary Non-Cert Caf Manager	182	4	10.80	20.80
Para-Educator-Vocational	178	4	10.80	20.80
Secretary-Spec Ed Appraisal Serv	244	5	11.40	21.40
Secondary Non-Cert Caf Manager	182	5	11.40	21.40
Warehouse Attendant/Prod Del	202/244	5	11.40	21.40
Warehouse Attendant/Instruc	244	5	11.40	21.40
Bookkeeper-Adult Education	244	6	12.00	23.00
Bookkeeper-Instructional Technology	244	6	12.00	23.00
School Bookkeeper	199/209/244	6	12.00	23.00
Billing Specialist	244	6	12.00	23.00
Sec-Exec Dir Accountability/Comm	244	6	12.00	23.00
Sec-Coord Curr, Prog Admin,Ath Dir	244	6	12.00	23.00
Sec-Dir Career Ed, Coord Fine Arts & RTI	244	6	12.00	23.00
Sec-Accounting & Auditing Dir	244	6	12.00	23.00









Support Staff Salary Schedule-Proposed by Classified PPC for 2014-15 School Year May 6, 2014											Page 1 of 2	
For Employees Exempt from Fair Labor Standards Act-Daily Rate of Pay												
Experience Steps:												
Range 1-5	\$	4.40										
Range 6-10	\$	4.80										
Range 11-15	\$	5.20										
Range 16-20	\$	5.60										
Range 21-25	\$	6.00										
Range Increment		10.50										
Beginning Base		173.00										
Experience	Range	Range	Range	Range	Range	Range	Range	Range	Range	Range	Range	Range
Steps	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>
1	173.00	183.50	194.00	204.50	215.00	225.50	236.00	246.50	257.00	267.50	278.00	288.50
2	177.40	187.90	198.40	208.90	219.40	230.30	240.80	251.30	261.80	272.30	283.20	293.70
3	181.80	192.30	202.80	213.30	223.80	235.10	245.60	256.10	266.60	277.10	288.40	298.90
4	186.20	196.70	207.20	217.70	228.20	239.90	250.40	260.90	271.40	281.90	293.60	304.10
5	190.60	201.10	211.60	222.10	232.60	244.70	255.20	265.70	276.20	286.70	298.80	309.30
6	195.00	205.50	216.00	226.50	237.00	249.50	260.00	270.50	281.00	291.50	304.00	314.50
7	199.40	209.90	220.40	230.90	241.40	254.30	264.80	275.30	285.80	296.30	309.20	319.70
8	203.80	214.30	224.80	235.30	245.80	259.10	269.60	280.10	290.60	301.10	314.40	324.90
9	208.20	218.70	229.20	239.70	250.20	263.90	274.40	284.90	295.40	305.90	319.60	330.10
10	212.60	223.10	233.60	244.10	254.60	268.70	279.20	289.70	300.20	310.70	324.80	335.30
11	217.00	227.50	238.00	248.50	259.00	273.50	284.00	294.50	305.00	315.50	330.00	340.50
12	221.40	231.90	242.40	252.90	263.40	278.30	288.80	299.30	309.80	320.30	335.20	345.70
13	225.80	236.30	246.80	257.30	267.80	283.10	293.60	304.10	314.60	325.10	340.40	350.90
14	230.20	240.70	251.20	261.70	272.20	287.90	298.40	308.90	319.40	329.90	345.60	356.10
15	234.60	245.10	255.60	266.10	276.60	292.70	303.20	313.70	324.20	334.70	350.80	361.30
16	239.00	249.50	260.00	270.50	281.00	297.50	308.00	318.50	329.00	339.50	356.00	366.50
17	243.40	253.90	264.40	274.90	285.40	302.30	312.80	323.30	333.80	344.30	361.20	371.70
18	247.80	258.30	268.80	279.30	289.80	307.10	317.60	328.10	338.60	349.10	366.40	376.90
19	252.20	262.70	273.20	283.70	294.20	311.90	322.40	332.90	343.40	353.90	371.60	382.10
20	256.60	267.10	277.60	288.10	298.60	316.70	327.20	337.70	348.20	358.70	376.80	387.30
21	261.00	271.50	282.00	292.50	303.00	321.50	332.00	342.50	353.00	363.50	382.00	392.50
22	265.40	275.90	286.40	296.90	307.40	326.30	336.80	347.30	357.80	368.30	387.20	397.70
23	269.80	280.30	290.80	301.30	311.80	331.10	341.60	352.10	362.60	373.10	392.40	402.90
24	274.20	284.70	295.20	305.70	316.20	335.90	346.40	356.90	367.40	377.90	397.60	408.10
25	278.60	289.10	299.60	310.10	320.60	340.70	351.20	361.70	372.20	382.70	402.80	413.30
26	283.00	293.50	304.00	314.50	325.00	345.50	356.00	366.50	377.00	387.50	408.00	418.50

Note: Step 1 represents zero (0) years of experience, Step 2 represents one (1) year of experience, and so forth through Step 26, which represents twenty-five (25) years of experience.

For Employees Exempt from Fair Labor Standards Act-Daily Rate of Pay													
Experience Steps:													
Range 1-5	\$ 4.40												
Range 6-10	\$ 4.80												
Range 11-15	\$ 5.20												
Range 16-20	\$ 5.60												
Range 21-25	\$ 6.00												
Range Incremen	10.50												
Beginning Base	173.00												

Experience Step	Range 13	Range 14	Range 15	Range 16	Range 17	Range 18	Range 19	Range 20	Range 21	Range 22	Range 23	Range 24	Range 25
1	299.00	309.50	320.00	330.50	341.00	351.50	362.00	372.50	383.00	393.50	404.00	414.50	425.00
2	304.20	314.70	325.20	336.10	346.60	357.10	367.60	378.10	389.00	399.50	410.00	420.50	431.00
3	309.40	319.90	330.40	341.70	352.20	362.70	373.20	383.70	395.00	405.50	416.00	426.50	437.00
4	314.60	325.10	335.60	347.30	357.80	368.30	378.80	389.30	401.00	411.50	422.00	432.50	443.00
5	319.80	330.30	340.80	352.90	363.40	373.90	384.40	394.90	407.00	417.50	428.00	438.50	449.00
6	325.00	335.50	346.00	358.50	369.00	379.50	390.00	400.50	413.00	423.50	434.00	444.50	455.00
7	330.20	340.70	351.20	364.10	374.60	385.10	395.60	406.10	419.00	429.50	440.00	450.50	461.00
8	335.40	345.90	356.40	369.70	380.20	390.70	401.20	411.70	425.00	435.50	446.00	456.50	467.00
9	340.60	351.10	361.60	375.30	385.80	396.30	406.80	417.30	431.00	441.50	452.00	462.50	473.00
10	345.80	356.30	366.80	380.90	391.40	401.90	412.40	422.90	437.00	447.50	458.00	468.50	479.00
11	351.00	361.50	372.00	386.50	397.00	407.50	418.00	428.50	443.00	453.50	464.00	474.50	485.00
12	356.20	366.70	377.20	392.10	402.60	413.10	423.60	434.10	449.00	459.50	470.00	480.50	491.00
13	361.40	371.90	382.40	397.70	408.20	418.70	429.20	439.70	455.00	465.50	476.00	486.50	497.00
14	366.60	377.10	387.60	403.30	413.80	424.30	434.80	445.30	461.00	471.50	482.00	492.50	503.00
15	371.80	382.30	392.80	408.90	419.40	429.90	440.40	450.90	467.00	477.50	488.00	498.50	509.00
16	377.00	387.50	398.00	414.50	425.00	435.50	446.00	456.50	473.00	483.50	494.00	504.50	515.00
17	382.20	392.70	403.20	420.10	430.60	441.10	451.60	462.10	479.00	489.50	500.00	510.50	521.00
18	387.40	397.90	408.40	425.70	436.20	446.70	457.20	467.70	485.00	495.50	506.00	516.50	527.00
19	392.60	403.10	413.60	431.30	441.80	452.30	462.80	473.30	491.00	501.50	512.00	522.50	533.00
20	397.80	408.30	418.80	436.90	447.40	457.90	468.40	478.90	497.00	507.50	518.00	528.50	539.00
21	403.00	413.50	424.00	442.50	453.00	463.50	474.00	484.50	503.00	513.50	524.00	534.50	545.00
22	408.20	418.70	429.20	448.10	458.60	469.10	479.60	490.10	509.00	519.50	530.00	540.50	551.00
23	413.40	423.90	434.40	453.70	464.20	474.70	485.20	495.70	515.00	525.50	536.00	546.50	557.00
24	418.60	429.10	439.60	459.30	469.80	480.30	490.80	501.30	521.00	531.50	542.00	552.50	563.00
25	423.80	434.30	444.80	464.90	475.40	485.90	496.40	506.90	527.00	537.50	548.00	558.50	569.00
26	429.00	439.50	450.00	470.50	481.00	491.50	502.00	512.50	533.00	543.50	554.00	564.50	575.00





## **OVERTIME, COMPENSATORY TIME, and COMPLYING WITH FLSA**

The Pulaski County Special School District shall comply with those portions of the Fair Labor Standards Act that relate to the operation of public schools. The act requires that covered employees be compensated for all hours worked at greater than or equal to the applicable minimum wage for workweeks of less than or equal to 40 hours.<sup>A</sup> It also requires that employees be compensated for workweeks of greater than 40 hours at 1.5 times their regular rate of pay either monetarily or through compensatory time<sup>C</sup>.

### Definitions

Overtime is hours worked in excess of 40 per workweek. Compensation given for hours not worked such as for holidays or sick days do not count in determining hours worked per workweek.<sup>D</sup>

Workweek is the seven day consecutive period of time from 12:00 a.m. on Saturday to midnight on the following Friday. Each workweek is independent of every other workweek for the purpose of determining the number of hours worked and the remuneration entitled to by the employee for that week.<sup>E</sup>

Exempt Employees are those employees who are not covered under the FLSA.<sup>F</sup> They include administrators and professional employees such as teachers, counselors, nurses, and supervisors. Any employee who is unsure of his/her coverage status should consult with the District's Administration.

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

Regular Rate of Pay includes all forms of remuneration for employment and for covered employees shall be expressed as an hourly rate.<sup>G</sup> Covered employees shall be paid for each and every hour worked.



## Employment Relationships

The District does not have an employment relationship in the following instances:

1. Between the District and student teachers;
2. Between the District and its students;
3. Between the District and individuals who work as a public service volunteer or donate their time to the District without expectation or promise of compensation.

The District does not have a joint employment relationship in the following instances:

1. Between the District and off-duty policemen or deputies who are hired on a part-time basis for security purposes or crowd control. The District is separate from and acts independently of other governmental entities.
2. Between the District and any agency contracted with to provide transportation services, security services, or other services.

## Hours Worked

Covered employees shall be compensated for all the time they are required to be on duty<sup>H</sup> and shall be paid for all hours worked each workweek. Covered employees shall accurately record the hours they work each week.<sup>I</sup>

The District shall determine the manner to be used by employees to accurately record the hours they work. Each employee shall record the exact time they commence and cease work including meal breaks. Employees arriving early may socialize with fellow workers who are off the clock, but shall not commence working without first recording their starting time.<sup>J</sup>

Employees shall sign in/clock in where they start work and sign out/clock out at the site where they cease working. Employees who do not start and end their workday at the same site shall carry a time card or sheet with them to accurately record their times. They shall turn in their completed and signed time sheets or cards after reviewing them to be sure that they accurately reflect their hours worked for that week. They shall turn in the completed and signed time sheets or cards at the time and location specified by their supervisor.

Each employee is to personally record his or her own times. Any employee who signs in or out (or who punches a time clock) for another employee or who asks another employee to do so for him or her will be recommended for termination.

Employees whose normal workweek is less than 40 hours and who work more than their normal number of hours in a given workweek may, at the District's option, be given compensatory time for the hours they worked in excess of their normal workweek in lieu of their regular rate pay. Compensatory time given in this manner shall be subject to the same conditions regarding accumulation and use as compensatory time given in lieu of overtime pay.

### Breaks and Meals

Each employee working more than 20 hours per week shall be provided two paid, 15-minute duty-free breaks per workday.<sup>K</sup>

Meal periods which are less than 30 minutes in length or in which the employee is not relieved of duty are compensable.<sup>L</sup> Employees with a bona fide meal period shall be completely relieved of their duty to allow them to eat their meal which they may do away from their work site, in the school cafeteria, or in a break area.

The employee shall not engage in any work for the District during meal breaks except in rare and infrequent emergencies.

### Overtime

Covered employees shall be compensated at not less than 1.5 times his or her regular rate of pay for all hours physically worked over 40 in a workweek.<sup>M</sup> Overtime compensation shall be computed on the basis of the hours worked in each week and may not be waived by either the employee or the District. Overtime compensation shall be paid on the next regular payday for the period in which the overtime was earned.<sup>N</sup>

Covered employees working two or more jobs for the District at different rates of pay shall be paid overtime at a weighted average of the differing wages.<sup>O</sup> This shall be determined by dividing the total regular remuneration for all hours worked by the number of hours worked in that week to arrive at the weighted average. One half that rate is then multiplied times the number of hours worked over 40 to arrive at the overtime compensation due.

Provided the covered employee and the District have a written agreement before the work is performed,<sup>P</sup> compensatory time off may be awarded in lieu of overtime pay for hours worked over 40 in a workweek and shall be awarded at 1.5 times each hour of overtime worked.<sup>Q</sup> The District reserves the right to determine if it will award compensatory time in lieu of monetary pay for the overtime worked. The maximum number of compensatory hours an employee may accumulate at a time is 40. The employee must be able to take the compensatory time off within a reasonable period of time that is not unduly disruptive to the District.

An employee whose employment is terminated with the District, whether by the District or the employee, shall receive monetary compensation for unused compensatory time. Of the following methods, the one that yields the greatest money for the employee shall be used.

1. The average regular rate received by the employee during the last 3 years of employment.
- Or
2. The final regular rate received by the employee.<sup>R</sup>

#### Compensatory Time for Exempt Employees

Exempt employees are not eligible for overtime pay and may be required to work past their normal scheduled work hours when necessary to accomplish a critical task or meet an important deadline. In limited and unusual circumstances that call for an extended period of working more than 40 hours per week, compensatory time may be granted. Compensatory time will be equal to hours worked above 40 hours per week and will only be granted if the exempt employee and his or her supervisor have a written agreement before the work is performed. Compensatory time earned by exempt employees will be recorded in one-hour increments and will not accrue in excess of 80 total hours. Compensatory time will be taken in 1 hour increments and must be pre-approved by the employee's supervisor.

#### Overtime Authorization

There will be instances where the District's needs necessitate an employee work overtime. It is the Board's desire to keep overtime worked to a minimum. To facilitate this, employees shall receive authorization from their supervisor in advance of working overtime except in the rare instance when it is unforeseen and unavoidable.

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

### Leave Requests

All covered employees shall submit a leave request form prior to taking the leave if possible. If, due to unforeseen or emergency circumstances, advance request was not possible, the leave form shall be turned in the day the employee returns to work. Unless specifically granted by the Board for special circumstances, the reason necessitating the leave must fall within District policy.

Payment for leave could be delayed or not occur if an employee fails to turn in the required leave form. Leave for covered employees will accumulate in 1 hour increments and may be taken in a minimum of 15 minute increments. Leave for exempt employees whose pay is stated as a daily rate will accumulate in 1 day increments and may be taken in a minimum of one-quarter day increments.

### Record Keeping<sup>S</sup> and Postings<sup>T</sup>

The District shall keep and maintain records as required by the FLSA for the period of time<sup>U</sup> required by the act.

The District shall display minimum wage posters where employees can readily observe them.

### Cooperation with Enforcement Officials<sup>V</sup>

All records relating to the FLSA shall be available for inspection by, and District employees shall cooperate fully with, officials from the DOL and/or its authorized representatives in the performance of their jobs relating to:

1. Investigating and gathering data regarding the wages, hours, and other conditions and practices of employment;
2. Entering, inspecting, and/or transcribing the premises and its records;

3. Questioning employees and investigating such facts as the inspectors deem necessary to determine whether any person has violated any provision of the FLSA.

Legal References:    <sup>A</sup>: 29 USC § 206(a), ACA § 6-17-2203  
                          <sup>B</sup>: 29 USC § 207(a)(1), 29 CFR § 778.100  
                          <sup>C</sup>: 29 USC § 207(o), 29 CFR § 553.50  
                          <sup>D</sup>: 29 CFR § 778.218(a)  
                          <sup>E</sup>: 29 CFR § 778.105  
                          <sup>F</sup>: 29 USC § 213(a), 29 CFR §§ 541 et seq.  
                          <sup>G</sup>: 29 USC § 207(e), 29 CFR § 778.108  
                          <sup>H</sup>: 29 CFR §§ 785.9, 785.16  
                          <sup>I</sup>: 29 CFR § 516.2(7)  
                          <sup>J</sup>: 29 CFR §§ 785.1 et seq.  
                          <sup>K</sup>: ACA § 6-17-2205  
                          <sup>L</sup>: 29 CFR §§ 785.19  
                          <sup>M</sup>: 29 USC § 207(a), 29 CFR § 778.100, 29 USC § 207(o),  
                              29 CFR §§ 553.20 – 553.32  
                          <sup>N</sup>: 29 CFR § 778.106  
                          <sup>O</sup>: 29 USC § 207(g)(2), 29 CFR § 778.115  
                          <sup>P</sup>: 29 USC § 207(o)(2)(A), 29 CFR § 553.23  
                          <sup>Q</sup>: 29 CFR § 553.20  
                          <sup>R</sup>: 29 USC § 207(o)(4), 29 CFR § 553.27  
                          <sup>S</sup>: 29 USC § 211(c), 29 CFR §§ 516.2, 516.3, 553.50  
                          <sup>T</sup>: 29 CFR § 516.4  
                          <sup>U</sup>: 29 CFR §§ 516.5, 516.6  
                          <sup>V</sup>: 29 USC § 211(a)(b)

Date Adopted:

Last Revised:

## FRINGE BENEFITS

Eligible employees are contracted employees expected to work at least nine hundred (900) hours per year and all contracted bus drivers. 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, vision, long-term and short-term disability, and a minimum of \$10,000 life and AD&D insurance to each eligible 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.

## **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.

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 mileage 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 unless it is a non-voluntary charge added by the establishment. 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 mileage 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 month for reimbursement. Travel time between schools will not be required during a teacher's lunch period or a teacher's preparation period.

## **EVALUATION**

The work and disciplinary performance of all employees should be continuously evaluated by the department heads or the immediate supervisors so that at any time an employee wants to ask, he or she will be able to get an accurate answer to the question, "How am I doing in my job?" Therefore, a written performance evaluation shall be performed at least annually.

If informal notice does not accomplish improved performance, attendance, or other behavior, written notice of the deficiency will be used, which notice must identify the problem and state the consequences of continued poor performance, attendance, or other behavior. Written performance improvement plans are not necessary in dealing with most common deficiencies in classified personnel. However, their use is encouraged when dealing with issues of skill, speed, and attentiveness in performance of one's job.

## LEAVE AND ABSENCES

### Leave Accounting

1. Classified staff employees on paid leave of absence will continue to receive wages, rights and benefits set forth in District policies and regulations.
  - a. While on paid leave, employees will be treated as being in regular, daily, full-time or part-time attendance.
  - b. While on unpaid leave, employees will not lose accrued service credit for salary, seniority or retirement purposes unless otherwise indicated.
    - i. Employees may pay for any benefits to which they are entitled by state and federal statute or regulation.
    - ii. Employees will not accrue sick leave during unpaid leave unless otherwise indicated.
2. Upon expiration of leave, an employee will be assigned to his original position, if available, or to a similar equivalent position.
3. All benefits, including seniority and accumulative sick leave, to which an employee was entitled at the time his leave of absence began, will be restored upon his return to active duty with the District.
4. Classified staff returning to the District within two (2) years of resignation may reclaim the balance of all accumulated sick leave not transferred to another school district.
5. Except in extreme emergencies, a request for nonmedical extended leave must be applied for in writing to the principal and the Assistant Superintendent for Human Resources at least sixty (60) days in advance.
6. An employee who is ill will not be asked to take a leave of absence before being fully compensated for all accumulative sick leave benefits.

7. For the purposes of this section immediate family will mean:
  - a. The employee's or spouse's immediate family.
  - b. Immediate family will be limited to spouse, parents, brothers, sisters, children, grandchildren, grandparents and any other person living in the same household.
8. Notification of intent to return from any leave without pay in excess of thirty (30) days must be sent by the employee to the 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.
9. Each employee will be given a written accounting of all credited sick and personal leave with each payroll statement.

#### Sick Leave

1. Each full-time eight (8) hour classified staff employee under a written contract will accrue sick leave at the rate of one (1) day per contract as follows:
  - a. 178 - 200 day contract = 10 days (80) hours
  - b. 201 - 220 day contract = 11 days (88) hours
  - c. 221 - 261 day contract = 12 days (96) hours
2. Employees under a written contract who work less than eight (8) hours per day will accrue sick leave on a prorated basis.
3. All employees will be credited with the equivalent (16 hours or prorated) of sick leave after the employee reports to work at the beginning of each work year.
4. 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.
5. The employee may use up to five (5) consecutive days without a physician statement requirement. For absences after the five (5) consecutive days stated above, a physician's statement may be required by the building principal or the employee's immediate supervisor.

However, if an employee has frequent absences of less than five (5) days, the supervisor may request appropriate documentation.

6. 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.
  - a. All employees who are contracted for less than eight (8) hours per day will be compensated on a prorated basis.
  - b. Compensation will be at the certified substitute rate of pay or at one-half the employee's daily rate of pay, whichever is less.
7. Credit for leave accumulated in another school district will be granted in the following manner:
  - a. An employee from another Arkansas school district will be granted credit by the District for any unused sick leave accumulated by the employee in the former school district up to ninety (90) days.
  - b. The accumulated and unused sick leave credit will be granted to the employee upon furnishing proof in writing from the former school district.

#### Shared Sick Leave Policy

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

#### 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 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.

### 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 or his/her designee.
  - a. If the employee contests the decision of the physician, the employee may select another physician for a second opinion at the employee's expense.
  - b. If the second opinion differs from the first, the two physicians will name a third physician whose decision will be final. This examination will be at the District's expense.
2. In serious situations, the employee may be placed on disability leave with pay pending a medical decision regarding the employee's ability to perform.
3. If the employee chooses not to get the physical examination, the District will take the appropriate action deemed necessary by the Superintendent.
4. An employee with a disability who is unable to fulfill his job duties according to the physician's statement, may request sick leave, and upon exhaustion of sick leave may apply for extended illness leave as needed.
5. 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.
6. 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.
7. All employees who are involved in the accusation that an employee is disabled may be held liable under law.

### 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).

#### Jury Duty Leave

1. Employees who are summoned to jury duty will be granted paid leave upon presentation of the notice to serve. This notice must be attached to the leave request.
  
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 advantages as a result of such leave.
  
4. The employee may retain any compensation provided by the court for jury duty.

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

1. All employees in this District who desire 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 a 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 compensation during the time he is away from his duties during such leave of absence.
3. Such leave of absence will be in addition to other leave and/or vacation.

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

Employees may be granted unpaid leaves of absence for military service in time of war or emergency, subject to the following provisions:

1. This section applies to volunteer as well as inductees.
2. 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.
3. 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.
4. Within ninety (90) days after the effective date of his release from active duty, the employee will be reinstated to an equivalent position.
5. If the war or emergency is over and the period of duty expires and the person reenlists for full-time active duty during peace time, then the reinstatement rights of the individual under this section are voided.
6. During the leave the employee will continue to accrue seniority as if in the District's continued employment.
7. Such leave of absence will be in addition to the regular paid vacation time allowed to eligible employees.
8. The employee will retain the amount of his military base pay, quarters and subsistence pay.



9. 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 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.

#### Personal Leave

1. Employees will be granted two (2) paid leave days 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 business will be defined as business that cannot be conducted at a time other than the regular work day.
3. The principal/immediate supervisor will be given notice two (2) days in advance.
4. In emergency situations the provisions for this notice will be waived.
5. Personal leave may not be taken on District-wide staff development days if the employee is required to participate in the staff development activity.
6. Personal leave request will not be granted on any one (1) day to more than twenty-five (25%) percent of the support staff employees at their individual work site.

#### Professional Leave

1. Professional leave may be granted for a District-related or sponsored activity directly related to professional improvement.
2. Employees directed by the District to attend educational programs will be reimbursed as outlined in the Business Procedures Manual.

### 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 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.

## **EMPLOYEE HOLIDAYS AND VACATION**

### Vacations

All full-time classified staff personnel on 12-month contracts will accrue vacation as follows:

1. 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.
2. Employees with in-district service of five (5) years and up to and including ten (10) years will earn one and one-fourth (1 1/4) days per month or fifteen (15) work days per year.
3. Employees with in-district service over ten (10) years and up to and including fifteen (15) years will earn one and one-half (1 1/2) days per month or eighteen (18) work days per year.
4. Employees with in-district service over fifteen (15) years will earn one and three-fourths (1 3/4) days per month or twenty-one (21) work days per year.
5. A maximum of thirty (30) days of vacation leave can carry over to the following school year.
6. Scheduling of 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 of Human Resources.
7. If before receiving vacation to which he is entitled, a classified staff employee is dismissed, laid off, has resigned or retired, he will be paid at a per diem rate in lieu of vacation.

There are eight (8) recognized legal holidays each year:

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 15<sup>th</sup> or the Monday after if the 15<sup>th</sup> falls on a weekend. The payroll clerk will provide a list of SLB members to the PPC Chairperson by September 30<sup>th</sup> or the Monday after if the 30<sup>th</sup> 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 Chairperson 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 Policies Committee Chairperson, the Classified Personnel Policies Committee Chairperson, one certified employee appointed by the Superintendent, one classified employee appointed by the Superintendent, and the District's Facilitator of Health Services. Each member shall have one vote. 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 1<sup>st</sup> 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 at the Central Office to consider SLB requests. This allows requests to be processed for the 15<sup>th</sup> 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 schedule time, or if a quorum is not present, the Certified Personnel Policies Committee chairperson, the Classified Personnel Policies chairperson, 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 (1) day for each day granted from the Sick Leave Bank for the first fourteen (14) days of leave; on the fifteenth (15<sup>th</sup>) through sixtieth (60<sup>th</sup>) 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 15<sup>th</sup> or the Monday after if the 15<sup>th</sup> 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

## **INCLEMENT WEATHER**

From time to time, we experience weather events that result in school being canceled. The PCSSD Board adopts the following policy:

1. There is a difference between classes being canceled and the school 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 school 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 school 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 school district, or both. The superintendent shall use his best efforts to make and announce this decision prior to 6:00 a.m.

## **SEPARATION OF EMPLOYEES**

Termination and nonrenewal of licensed and classified 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.

## **REDUCTION IN FORCE POLICY**

### Basic Considerations

1. The number and position titles of support staff personnel will be determined through an allocation system based on defined needs as recommended by the Superintendent and approved by the Board.
2. When it becomes necessary to reduce the size of the support staff work force, only those positions that are actually filled will be considered in the reduction. The Superintendent will recommend to the Board the divisional categories and number of positions to be reduced.
3. Assurance of an experienced support staff work force will be accomplished through use of a seniority system outlined in the procedures below.

### Procedures

1. Prior to commencing action for reduction of classified staff personnel, the greatest possible reduction will be accomplished through attrition.
2. Remaining reduction in the number of positions will be accomplished through layoff.
3. Identification of affected classified staff members in a specific divisional category will be as follows:
  - a. The Division of Human Resources will establish a divisional position title code listing by District seniority.
  - b. Employees with the least District seniority in a position title code within a divisional category to be reduced will be identified by the District as affected by the reduction process.
  - c. An affected employee's District seniority will be applied by the District, first to all other position title codes with the same or a lesser pay grade level within the division for which he is qualified.

- d. A further affected employee having five (5) or more years seniority in the District will have his/her seniority applied by the District to all District position title codes having the same or lesser pay grade level and for which he/she is qualified.
4. Layoff will be applied to all employees not retained by the procedure in item three (3).
  5. All personnel to be laid off will be notified in writing as soon as possible after procedures one through four (1-4) have been accomplished. Layoff notices will be sent to the building principal or immediate supervisor for delivery to the employee who has been laid off.
  6. When notifying employees to be reassigned by seniority, the employees will be given all information on positions available including location and hours to be worked. Employees will be given 24 hours from the time of notification in which to notify the Human Resources Division of their decision. If, after 24 hours, the employee has not notified the Human Resources division of a decision, Human Resources will make the assignment.
  7. In the event there is a tie in the length of service (seniority) within the divisional category to be reduced, the tie will be broken by applying the factors of performance, ability, and skill as determined by the employee's evaluations and work history.
  8. Performance, ability and skill will outweigh seniority only when the written justification of the employee's supervisor is accepted and approved by the Superintendent.

#### Recall Procedure

1. Employees who have been laid-off will be placed on a recall list according to position title code and district seniority within that code, and remain on the list for a period of two (2) years.
  - a. When an employee 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.
2. It is the responsibility of each individual on layoff status to keep the Human Resources Division informed of his current address and telephone number.

## **PERSONNEL OUTSIDE EMPLOYMENT**

No 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:** 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 staff 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 school 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.

## **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 his or her immediate supervisor who shall initiate and submit an incident report to the Chief Financial Officer. If theft is suspected, the immediate supervisor 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. 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.

## **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 inappropriate 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 Student Acceptable Use Policy. 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 school district that may be the subject of a grievance under this procedure. A group of employees with the same concern about a school 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 3 - 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.