PULASKI COUNTY SPECIAL SCHOOL DISTRICT

PERSONNEL POLICIES FOR CERTIFIED STAFF 2018-2019

FORWARD

PERSONNEL POLICIES COMMITTEE

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

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

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

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

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

Beginning with the 2013-2014 school year, the elected Certified Personnel Policies Committee Members will draw lots for three, two, and 1 year terms. In case of vacancy of the elected certified classroom teacher(s), an election will take place to fill the said vacancy. The newly elected certified classroom teacher(s) will then assume the remaining term of the said vacancy.

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THE WORK-PLACE

EQUAL EMPLOYMENT

PCSSD shall operate the District consistent with all federal and state laws prohibiting discrimination. There is a detailed policy prohibiting a particular form of gender discrimination, sexual harassment. This policy is found beginning on page one hundred fifty two (152) 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 forty nine (149) 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.

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.

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 that will normally result in first offense discharge without warning or progressive discipline.

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

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

DRUG FREE WORKPLACE POLICY ACKNOWLEDGMENT

I, (print name) _____, hereby certify that I have been presented with a copy of the Pulaski County Special School District's drug-free workplace policy, that I have read the statement, and that I will abide by its terms as a condition of my employment with the District.

Signature _____

Date _____

TOBACCO-FREE WORKPLACE

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

For purposes of this policy, “smoking” will mean all uses of tobacco, including cigars, cigarettes, electronic cigarettes, pipes and tobacco products. (Arkansas Law 6-21-609)

HEALTH AND SAFETY

HEALTH

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.

Whenever an employee's health appears to exhibit suspicious or harmful behavior that could impact the safety of the employee, other employees or students or to interfere with the employee's job performance, he/she may be required to undergo a medical examination at District expense.

SAFETY

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

Employees whose job duties require the use or wearing of Personal Protective Equipment (PPE) shall use or wear the prescribed PPE at all times while performing job duties that expose employees to potential injury or illness. Examples of PPE include, but are not limited to:

- Head and face protection:
  - Hard hat;
  - Bump cap;
  - Welding helmet;
  - Safety goggles;
  - Safety glasses;
  - Face shield;
- Respiratory protection:
  - Dust/mist mask;
  - Half-face canister respirators;
- Hearing protection:
  - Ear plugs;
  - Ear muffs;
- Hand protection, which is based on hazard exposure(s) and type(s) of protection needed:
  - Leather;
  - Latex;
  - Rubber;
  - Nitrile;
  - Kevlar;
  - Cotton;
- Body protection:
  - Welding apron;
  - Welding jackets;
  - Coveralls/Tyvek suits;
- Foot Protection:
  - Metatarsal protection;
  - Steel toed boots/shoes;
  - Slip resistant shoes;
- Fall Protection:
  - Belts, harnesses, lanyards;
  - Skylight protection;

- Safe ladders;
- Scissor lifts.

Employees operating a school-owned vehicle that is equipped with seat belts for the operator shall be secured by the seat belt at all times the employee is operating the vehicle. If the vehicle is equipped with seat belts for passengers, the employee operating the vehicle shall not put the vehicle into motion until all passengers are secured by a seat belt. Employees traveling in, but not operating, a school owned vehicle that is equipped with seat belts for passengers shall be secured by a seat belt at all times the vehicle is in motion.

Employees who fail to use or wear the prescribed PPE required by their job duties put themselves and co-workers at risk of sustaining personal injuries. Employees who are found to be performing job duties without using or wearing the necessary PPE required by the employee's job duties may be disciplined, up to and including termination.

A supervisor may be disciplined, up to and including termination, if the supervisor:

1. Fails to ensure the employee has the prescribed PPE before the employee assumes job duties requiring such equipment;
2. Fails to provide an employee replacement PPE when necessary in order for the employee to continue to perform the job duties that require the PPE; or
3. Instructs the employee to perform the employee's job duties without the prescribed PPE required by those job duties.

An employee shall **not** be disciplined for refusing to perform job duties that require the employee to use/wear PPE if:

a. The employee has not been provided the prescribed PPE; or
b. The PPE provided to the employee is damaged or worn to the extent that the PPE would not provide adequate protection to the employee.

An employee's immediate Supervisor is responsible for providing the employee training on the proper use, care, and maintenance of any and all PPE that the employee may be required to use.

SEXUAL HARASSMENT

The PCSSD School District is committed to providing an academic and work environment that treats all students and employees with respect and dignity. Student achievement and amicable working relationships are best attained in an atmosphere of equal educational and employment opportunity that is free of discrimination. Sexual harassment is a form of discrimination that undermines the integrity of the educational and work environment and will not be tolerated.

"Sexual harassment" means conduct that is:

1. Of a sexual nature, including, but not limited to:
   a. Sexual advances;
   b. Requests for sexual favors;
   c. Sexual violence; or
   d. Other personally offensive verbal, visual, or physical conduct of a sexual nature;

2. Unwelcome; and
3. denies or limits a student's or employee's ability to participate in or benefit from any of the District's educational programs or activities or employment environment through any or all of the following methods:
   a. Submission to the conduct is made, either explicitly or implicitly, a term or condition of an individual's education or employment;
   b. Submission to, or rejection of, such conduct by an individual is used as the basis for academic or employment decisions affecting that individual; and/or
   c. Such conduct has the purpose or effect of substantially interfering with an individual's academic or work performance or creates an intimidating, hostile, or offensive academic environment.

The terms "intimidating," "hostile," and "offensive" include conduct of a sexual nature that has the effect of humiliation or embarrassment and is sufficiently severe, persistent, or pervasive that it limits the student's or employees ability to participate in, or benefit from, an educational program or activity or employment environment.

Within the educational or work environment, sexual harassment is prohibited between any of the following: students; employees and students; non-employees and students; employees; employees and non-employees.

Actionable sexual harassment is generally established when an individual is exposed to a pattern of objectionable behaviors or when a single, serious act is committed. What is, or is not, sexual harassment will depend upon all of the surrounding circumstances and may occur regardless of the sex(es) of the individuals involved. Depending upon such circumstances, examples of sexual harassment include, but are not limited to:

- Making sexual propositions or pressuring for sexual activities;
- Unwelcome touching;
- Writing graffiti of a sexual nature;
- Displaying or distributing sexually explicit drawings, pictures, or written materials;
- Performing sexual gestures or touching oneself sexually in front of others;
- Telling sexual or crude jokes;
- Spreading rumors related to a person's alleged sexual activities;
- Discussions of sexual experiences;
- Rating other students as to sexual activity or performance;
- Circulating or showing e-mails or Web sites of a sexual nature;
- Intimidation by words, actions, insults, or name calling; and
- Teasing related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual, regardless of whether or not the student self-identifies as homosexual or transgender.

Complaints
Employees who believe they have been subjected to sexual harassment are encouraged to file a complaint by contacting their immediate supervisor, an administrator, or the office of Equity and Pupil Services who will provide assistance on the complaint process.

Under no circumstances shall an employee be required to first report allegations of sexual harassment to a school contact person if that person is the individual who is accused of the harassment.

Complaints will be treated in a confidential manner to the extent possible. Limited disclosure may be provided to: individuals who are responsible for handling the District's investigation to the extent necessary to complete a thorough investigation; the extent necessary to submit a report to the child maltreatment hotline; the Professional Licensure Standards Board for complaints alleging sexual harassment by an employee towards a student; or the extent necessary to provide the individual accused in the complaint due process during the investigation and disciplinary processes.

Individuals who file a complaint have the right to request that the individual accused of sexual harassment not be informed of the name of the accuser; however, individuals should be aware that making such a request may substantially limit the District's ability to investigate the complaint and may make it impossible for the District to discipline the accused.

Employees who file a complaint of sexual harassment shall not be subjected to retaliation or reprisal in any form, including threats, intimidation, coercion, or discrimination. The District shall take steps to prevent retaliation and shall take immediate action if any form of retaliation occurs regardless of whether the retaliatory acts are by District officials, students, or third parties.

Investigation
Following the completion of an investigation of a complaint, the District will inform the employee who filed the complaint:

- The final determination of the investigation;
- Remedies the District will make available to the employee; and
- The sanctions, if any, imposed on the alleged harasser relevant to the employee.

Following the completion of an investigation of a complaint, the District will inform the alleged perpetrator, or the parents/legal guardian/other responsible adult of the alleged perpetrator if the alleged perpetrator is under the age of eighteen (18):

- The final determination of the investigation; and
    - The sanctions, if any, the District intends to impose on the alleged perpetrator.

Disciplinary Action
Following an investigation, any employee who is found by the evidence to more likely than not have engaged in sexual harassment will be subject to disciplinary action. Such actions may include, but are not limited to the following:

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

Employees who knowingly fabricate allegations of sexual harassment shall be subject to disciplinary action up to and including termination.

Individuals who withhold information, purposely provide inaccurate facts, or otherwise hinder an investigation of sexual harassment shall be subject to disciplinary action up to and including termination.

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

ETHICS/CONDUCT AND RESPONSIBILITIES

BOARD PERSONNEL GOALS

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

The Board's specific personnel goals are:

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

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

STANDARDS OF PROFESSIONAL CONDUCT (CODE OF ETHICS)

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

Standard 2: An educator maintains competence regarding his or her professional practice inclusive of skills, knowledge, dispositions, and responsibilities relating to his or her organizational position.

Standard 3: An educator honestly fulfills reporting obligations associated with professional practices.

Standard 4: An educator entrusted with public funds and property, including school sponsored activity funds, honors that trust with honest, responsible stewardship.

Standard 5: An educator maintains integrity regarding the acceptance of any gratuity, gift, compensation or favor that might impair or appear to influence professional decisions or actions and shall refrain from using the educator's position for personal gain.

Standard 6: An educator keeps in confidence secure standardized test materials and results, and maintains integrity regarding test administration procedures.

Standard 7: An educator maintains the confidentiality of information about students and colleagues obtained in the course of the educator's professional services that is protected under state law or regulations, federal law or regulations, or the written policies of the educator's school district, unless disclosure serves a professional purpose as allowed or required by law or regulations.

Standard 8: An educator, while on school premises or at school-sponsored activities involving students, refrains from:

a) using, possessing and/or being under the influence of alcohol or unauthorized drugs/substances, and/or possessing items prohibited by law, or

b) possessing or using tobacco or tobacco-related products, e-cigarettes, e-liquid, or vapor products, or

c) abusing/misusing prescription medications or other authorized substances as evidenced by impairment

FINANCIAL ETHICS/CONFLICT OF INTEREST

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

1. Employees will not participate for financial remuneration in outside activities wherein their position is used to sell goods or services to District students or their parents.

2. Employees will not engage in any type of work when the source of information concerning customer, client or employee originates from information obtained through the District.

3. Employees will not engage in any type of work outside of his/her District employment which would interfere or be incompatible with District employment.

4. Employees will not be assigned in any position where the employee would be responsible to a relative.

5. Employees who are close relatives will not be assigned to the same administrative unit except by special permission of the Superintendent.

6. The District will follow the laws of the State of Arkansas regarding the employment of qualified relatives of members of the District's Board of Directors (A.C.A. 6-24-105).

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 that are distributed by businesses through their public relations programs.

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

Solicitation of Funds

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

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

SOLICITATION AND PETITIONS

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

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

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

POLITICAL ACTIVITIES AND ELECTION TO OFFICE

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

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

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

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

OUTSIDE EMPLOYMENT

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

RESPONSIBILITIES FOR SUCCESSFUL SCHOOL OPERATIONS

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

1. Make themselves familiar with, and abide by, the laws of the state and the policies and regulations of the District as these affect their work.

2. Carry out assigned responsibilities with conscientious concern.

3. Exercise faithfulness and promptness in attendance at work.

4. Support and enforce policies of the Board and regulations of the school administration in regard to students.

5. Remain mindful that as employees in an educational setting, they are models that affect the development of young people.

6. Maintain in good standing any license required for their job assignment. These include, but are not limited to: Arkansas teaching certification; CDL license; plumbing, welding, and electrician license; ServSafe certification.

    a. Lapse or revocation of a required license will result in disciplinary action up to and including job reassignment or termination.

7. Refrain from using cell phones or other electronic communication devices during instructional time. Staff members are allowed to carry cell phones, though they may only be used in case of an emergency, during non-instructional time, and/or when conducting school business.

    a. All employees are forbidden from using cell phones while driving any District vehicle.

    b. Violation may result in disciplinary action up to and including termination.

PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

Student Bullying

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, or designee. The principal, or designee, shall be responsible for investigating the incident(s) to determine if disciplinary action is warranted.

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

In addition to any disciplinary actions, the District shall take appropriate steps to remedy the effects resulting from bullying.

Workplace Bullying

The District believes it is important to create a safe, healthy and productive working environment of mutual respect among staff, as well as, among staff and immediate supervisors. The lack of mutual respect among employees does not mean workplace bullying is taking place, but it may be a prelude to workplace bullying if not addressed. Therefore, if an administrator, teacher, or group believes a problem exists with their collegial relationship, the administrator or teacher shall speak privately to the individual or group to establish a resolution and any such critique shall be in confidence. If an employee, is uncomfortable speaking directly to the individual(s), then the employee can request to have that his or her immediate supervisor be present to help establish a resolution.

Workplace bullying is the repeated, health-harming mistreatment of a person that takes one or more forms:

- Verbal, Written and/or electronic abuse
- Offensive conduct/behaviors (including nonverbal) that are threatening, humiliating, or intimidating
- Work interference—sabotage—that prevents work from getting done.
- Subtle tactics of deceit, distortion, misrepresentation, and misdirection”

Complaints

Any employee who believes a problem exists 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 employee(s) being accused.

Any employee should immediately report workplace bullying to his or her building principal or immediate supervisor. If it involves the principal or supervisor, or if the employee does not feel it is appropriate to report it to the principal or supervisor, then it should be reported to the Superintendent. If it involves the Superintendent, or if the employee does not feel it is appropriate to report it to the Superintendent, then it should be reported to the President of the Board of Education. Whenever possible, the report should be in writing.

A principal or supervisor who receives a complaint or has knowledge of workplace bullying 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.

Employees who file a complaint shall not be subjected to retaliation or reprisal in any form, including threats, intimidation, coercion, or discrimination. The District shall take steps to prevent retaliation and shall take immediate action if any form of retaliation occurs regardless of whether the retaliatory acts are by District officials, students, or third parties.

Disciplinary Action

Following an investigation, any employee who is found by the evidence to more likely than not have engaged in workplace bullying will be subject to disciplinary action. Such actions may include, but are not limited to the following:

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

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 to constitute a violation of the fraternization policy. Failure to do so can itself be grounds for serious discipline up to and including termination.

DRESS CODES

STAFF DRESS CODE

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

RESPONSIBILITY AS MANDATED REPORTERS

Teachers are identified under Arkansas law to be “mandated reporters”.

Definitions.
“Abandonment” means

(i) the failure of a parent to provide reasonable support and to maintain regular contact with a child through statement or contact when the failure is accompanied by an intention on the part of the parent to permit the condition to continue for an indefinite period in the future or the failure of a parent to support or maintain regular contact with a child without just cause, or
(ii) an articulated intent to forego parental responsibility.

“Abuse” means any of the following acts or omissions by a parent, guardian, custodian, foster parent, person 18 years of age or older living in the home with a child whether related or unrelated to the child, or any person who is entrusted with the child's care by a parent, guardian, custodian, or foster parent, including, but not limited to, an agent or employee of a public or private residential home, child care facility, public or private school, a significant other of the child's parent, or any person legally responsible for the child's welfare, but excluding the spouse of a minor:

- Extreme or repeated cruelty to a child;
- Engaging in conduct creating a realistic and serious threat of death, permanent or temporary disfigurement, or impairment of any bodily organ;
- Injury to a child's intellectual, emotional, or psychological development as evidenced by observable and substantial impairment of the child's ability to function within the child's normal range of performance and behavior;
- Any injury that is at variance with the history given; Any non-accidental physical injury;
- Any of the following intentional or knowing acts, with physical injury and without justifiable cause:
  - Throwing, kicking, burning, biting, or cutting a child;
  - Striking a child with a closed fist; Shaking a child; or
  - Striking a child on the face or head; or
- Any of the following intentional or knowing acts, with or without physical injury:
  - Striking a child six (6) years of age or younger on the face or head;
  - Shaking a child three (3) years of age or younger;
  - Interfering with a child's breathing;
  - Pinching, biting, or striking a child in the genital area;
  - Tying a child to a fixed or heavy object or binding or tying a child's limbs together;
  - Giving a child or permitting a child to consume or inhale a poisonous or noxious substance or prescribed by a physician that has the capacity to interfere with normal physiological functions;
  - Giving a child or permitting a child to consume or inhale a substance not prescribed by

a physician that has the capacity to alter the mood of the child, including, but not limited to, the following: marijuana, alcohol (excluding certain established religious ceremonies), a narcotic or an over-the-counter drug if a person purposefully administers an overdose to a child or purposefully gives an inappropriate over-the-counter drug to a child and the child is detrimentally impacted by the overdoes of the over-the-counter drug;

- Exposing a child to a chemical that has the capacity to interfere with normal physiological functions, including, but not limited to, a chemical used or generated during the manufacture of methamphetamine;
- Subjecting a child to Munchausen syndrome by proxy or a factitious illness by proxy if the incident is confirmed by medical personnel; or
- Recruiting, harboring, transporting, or obtaining a child for labor or services, through force, fraud, or coercion, for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

- "Abuse" does not include physical discipline of a child when it is reasonable and moderate and is inflicted by a parent or guardian for purposes of restraining or correcting the child.

"Child" means a person under the age of 18.

"Child maltreatment" means abuse, sexual abuse, neglect, sexual exploitation, or abandonment.

"Sexual Abuse" means:

- By a person 14 years of age or older to a person younger than 18 years of age:
  - Sexual intercourse, deviate sexual activity, or sexual contact by forcible compulsion; Attempted sexual intercourse, deviate sexual activity, or sexual contact by forcible compulsion; Indecent exposure; or
  - Forcing the watching of pornography or live sexual activity;
- By a person 18 years of age or older to a person not his or her spouse who is younger than 15 years of age:
  - Sexual intercourse, deviate sexual activity, or sexual contact;
  - Attempted sexual intercourse, deviate sexual activity, or sexual contact; or
  - Solicitation of sexual intercourse, deviate sexual activity, or sexual contact;
- By a person 20 years of age or older to a person not his or her spouse who is younger than 16 years of age:
  - Sexual intercourse, deviate sexual activity, or sexual contact;
  - Attempted sexual intercourse, deviate sexual activity, or sexual contact; or
  - Solicitation of sexual intercourse, deviate sexual activity, or sexual contact;
- By a caretaker to a person younger than 18 years of age:
  - Sexual intercourse, deviate sexual activity, or sexual contact;
  - Attempted sexual intercourse, deviate sexual activity, or sexual contact;

- Forcing or encouraging the watching of pornography;
- Forcing, permitting, or encouraging the watching of live sexual activity; Forcing the listening to a phone sex line; or
- An act of voyeurism;

- By a person younger than 14 years of age to a person younger than 18 years of age:
  - Sexual intercourse, deviate sexual activity, or sexual contact by forcible compulsion; or
  - Attempted sexual intercourse, deviate sexual activity, or sexual contact by forcible compulsion; or
- By a person eighteen (18) years of age or older to a person who is younger than eighteen (18) years of age:
  - Recruiting, harboring, transporting, obtaining, patronizing, or soliciting of a child for the purpose of a commercial sex act.

"Sexual Exploitation" means:

- (A) allowing, permitting, or encouraging participation or depiction of the child in:
  - prostitution;
  - obscene photography; or
  - obscene filming; or
- (B) obscenely depicting, obscenely posing, or obscenely posturing a child for any use or purpose

When is a report required?

An individual who is a "mandated reporter" under Arkansas law must immediately notify the Child Abuse Hotline if he or she:

1. Has reasonable cause to suspect that a child has:
   - Been subject to child maltreatment;
   - Died as a result of child maltreatment; or
   - Died suddenly and unexpectedly.
2. Observes a child being subject to conditions or circumstances that would reasonably result in child maltreatment.

Where does it go?

Reports must be made to the Child Abuse Hotline (1-800-482-5964) established by the Department of Human Services. Facsimile transmission and online reporting (no website currently available) may be used in non-emergency situations by an identified mandatory reporter who provides their name and phone number and, in the case of online reporting, their email address.

What timing and procedural requirements apply to reports?

Reports must be made immediately.

Anything else I should know?

- Reporters to the Child Abuse Hotline may remain anonymous.
- A privilege or contract shall not prevent a person from reporting child maltreatment when he or she is a mandated reporter and required to report.
- An employer or supervisor of an employee identified as a mandated reporter shall not prohibit an employee or a volunteer from directly reporting child maltreatment to the Child Abuse Hotline.
- An employer or supervisor of an employee identified as a mandated reporter shall not require an employee or a volunteer to obtain permission or notify any person, including an employee or a supervisor, before reporting child maltreatment to the Child Abuse Hotline.
- A mandated reporter who knowingly fails to notify the Child Abuse Hotline of child maltreatment or suspected child maltreatment commits a Class A misdemeanor.
- A mandated reporter who recklessly fails to notify the Child Abuse Hotline of child maltreatment or suspected child maltreatment commits a Class C misdemeanor.
- A mandated reporter who purposefully fails to notify the Child Abuse Hotline of child maltreatment is civilly liable for damages proximately caused by such failure.

Statutory citation(s):

Arkansas Child Maltreatment Act, Ark. Code Ann. §§ 12-18-103, 12-18-201, 12-18-202, 12-18-206, 12-18-302, 12-18-402.

SOCIAL MEDIA POLICY

Definitions

Social Media Accounts: One or more accounts on an electronic medium or service where users may create, share, or view user-generated content, including videos, photographs, blog posts, podcasts, messages, emails, or website profiles or locations, such as personal websites, blogs, wikis, online forums, virtual worlds, Facebook, Twitter, LinkedIn, MySpace, Instagram, Snapchat, Flickr, Tumblr, and Youtube.

Professional / Educational Social Media Accounts: One or more Social Media Accounts used to communicate with students, parents, and/or the community concerning school-related activities or to supplement classroom instruction. Professional/Educational Social Media Accounts are considered part of the District's curriculum and are therefore employer sponsored and not employees' personal accounts.

Policy Overview

Technology, when used appropriately, gives faculty new opportunities to engage students. District employees are encouraged to use educational technology, the Internet, and Professional / Educational Social Media Accounts to raise student achievement and to improve communication with parents and students.

Technology and Social Media Accounts also offer employees many ways they can present themselves unprofessionally and/or interact with students inappropriately. Employees are reminded that the same relationship, exchange, interaction, information, or behavior that would be unacceptable in a non- technological medium is unacceptable when done through the use of technology. In fact, due to the vastly increased potential audience digital dissemination presents, extra caution must be exercised by employees to ensure they don't cross the line of acceptability.

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

A. Employee/Student Interaction/Contact

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

Contact between employees and students must be professional in content and tone, transparent, and must not interfere with the working or learning environment of the District.

Employees may not post images of students on any social media network without written parental consent, except for images of students taken in the public arena, such as at sporting events or fine arts public performances.

A. Employee Use of and Access to Social Media Networks

Comments or opinions expressed by employees on social media networks, which in another medium of expression could remain private, have the potential to be disseminated far beyond the speaker's desire or intention. The District expects employees to exercise extreme caution with sharing one's own opinions or endorsing opinions of another through "likes" or "comments." Shared or endorsed opinions and/or images that violate the Educator's Code of Ethics may be grounds for disciplinary action by the District, up to and including termination or nonrenewal of the contract of employment.

District employees may set up Professional / Educational Social Media Accounts. Accessing personal Social Media Accounts during school hours is prohibited, except during breaks or preparation periods. Employees are discouraged from accessing personal Social Media Accounts on their personal equipment during breaks and/or preparation periods because, while this is not prohibited, it may give the public the appearance that such access is occurring during instructional time. Employees shall not access personal Social Media Accounts using District equipment at any time, including during breaks or preparation periods, except in an emergency situation or with the express prior permission of school administration.

Employees should not use their District e-mail address for personal Social Media Accounts. District e- mail addresses may be used for Professional / Educational Social Media Accounts.

Employees must make clear that any views expressed are the employee's alone and do not necessarily

reflect the views of the District. Employees may not act as a spokesperson for the District or post comments as a representative of the District, except as authorized by the Superintendent or the Superintendent's designee. When authorized as a spokesperson for the District, employees must disclose their employment relationship with the District.

Employees may not disclose information that is confidential or proprietary to the District, its students, or employees or that is protected by data privacy laws. Employees may not post images on any social media network of co-workers without each co-worker's consent. Employees may not post any nonpublic images of the District premises or property, including floor plans.

Employees may not use or post the District's password(s) for the District's Social Media Accounts without permission from the Superintendent or designee.

B. Privacy of Employee's Social Media Accounts

In compliance with A.C.A. § 11-2-124, the District shall not require, request, suggest, or cause a current or prospective employee to:

1. Disclose the username and/or password to his/her personal Social Media Account;

2. Add an employee, supervisor, or administrator to the list of contacts associated with his/her personal Social Media Account; or

3. Change the privacy settings associated with his/her personal Social Media Account.

The District shall not retaliate against a current or prospective employee for refusing to disclose the username and/or password to his/her personal Social Media Account.

The District may request that an employee disclose his or her username and/or password to a personal Social Media Account if the employee's personal Social Media Account activity is reasonably believed to be relevant to the investigation of an allegation of an employee violating District policy, or state, federal, or local laws or regulations. If such an investigation occurs, and the employee refuses, upon request, to supply the username and/or password required to make an investigation, disciplinary action may be taken against the employee, which could include termination or nonrenewal of the employee's contract of employment with the District.

Notwithstanding any other provision in this policy, the District reserves the right to view any information about a current or prospective employee that is publicly available on the Internet.

In the event that the District inadvertently obtains access to information that would enable the District to have access to an employee's personal Social Media Account, the District will not use this information to gain access to the employee's Social Media Account. However, disciplinary action may be taken against an employee in accord with other District policy for using District equipment or network capability to access such an account. Employees have no expectation of privacy in their use of District-issued computers, other electronic devices, or use of the District's network. (See District's COMPUTER USE POLICY.)

Legal reference: A.C.A. § 11-2-124

ADE Rules Governing The Code Of Ethics For Arkansas Educators

DISTRICT CELL PHONES AND CELL PHONE USE

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

Procedure

1. Charges and fees associated with cell phone service shall not be charged against school activity funds.

2. Calls on cell phones are to be concise and business-related.

3. Long distance calls by staff are prohibited unless they are engaged in a business activity which is outside the calling area and/or experience a personal emergency.

4. Employees are discouraged from making personal calls on PCSSD-owned cell phones. If circumstances warrant an exception, the employee is responsible for reimbursement to the District at month's end.

5. District-owned phones or reimbursement for use of staff-owned phones will only be allowed during the employee's regular contract year.

6. The Purchasing Department will be responsible for the initial acquisition of and service agreements for District-owned cell phones. They will also maintain a master list of these phones.

7. Because cell phone transmissions are not always private, discussion of certain information is restricted and strictly forbidden. Information which requires confidentiality (e.g. a specific student's IEP) shall not be discussed over the airways.

8. Loss, theft, or damage to cell phones shall be governed by the following:
    a. PCSSD assumes no responsibility for lost, stolen, or damaged staff-owned cell phones.
    b. District-owned cell phones will be covered under the PCSSD property insurance to the extent that a loss exceeds the established deductible for similar business personal property.
    c. Each employee ensures the security of the cellular phone while in their possession. In case of loss, theft, or damage due to negligence, the employee is responsible for the replacement, insurance reimbursement, or repair cost. Repair costs are exclusive of any manufacturer's warranty for defect in material or workmanship. If repair or replacement costs are not reimbursed by the employee, the cost may be deducted from the employee's paycheck.
    d. The employee must immediately report any theft, loss, or damage to the program manager who initiates and submits an incident report to the Chief Financial Officer. If theft is suspected, the program manager also ensures that a police report is filed and the service carrier notified of the loss and service is disconnected. Cell phones that are lost or stolen may not be replaced without first forwarding the foregoing report to the business office for proper disposition.

9. The supervisor of each department will, for their division, monitor and approve detailed cell phone bills.
    a. Each employee will review their cell phone bill each month and denote any personal and/or non-official calls. Reimbursement should be sent to the business office within 30 days.
    b. All long distance, roaming, and personal calls, as well as calls exceeding the allowable plan minutes will be paid by the employee. Personal calls not accounted for within 30 days may be deducted from the employee's next scheduled payroll disbursement.

10. Staff suspected of abusing cell phone privileges or acting irresponsibly with regard to cell phone use, such as not reimbursing calls, are subject to the following:
    a. Suspension of cell phone use
    b. Disciplinary action in accordance with established PCSSD Board of Directors policy. This normally entails progressive discipline.

COMPUTER USE POLICY

Internet Use Agreement

Please read this document carefully before signing the following agreement.

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

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

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

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

Employees are also expressly cautioned that using a computer to access, view, display, or send pornography is a disciplinary offense of the first magnitude that will likely result in first offense discharge without prior warning. Pornography as used here refers to words or images of a sexually explicit or sexually suggestive nature which appears intended to appeal to a person's prurient interest.

Legal References: 20 USC 6801 et seq. (Children's Internet Protection Act; PL 106-554)

A.C.A. § 6-21-107

A.C.A. § 6-21-111

CERTIFIED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT

Name (Please Print)_____

School_____Date_____

The **Pulaski County Special School District** agrees to allow the employee identified above ("Employee") to use the District's technology to access the Internet under the following terms and conditions:

1. Conditional Privilege: The employee's use of the district's access to the Internet is a privilege conditioned upon the employee abiding by this agreement and the District's computer use and Internet access policy. A copy of that policy is attached hereto. By signing this agreement the employee acknowledges that the employee has read and understand the District's policy on computer use both generally and specifically in regard to imposition of discipline and punishment for misuse of a computer or Internet access.

2. Acceptable Use: The employee agrees that in using the District's Internet access he/she will obey all federal and state laws and regulations. Internet access is provided as an aid to employees to enable them to better perform their job responsibilities. Under no circumstances shall an employee's use of the District's Internet access interfere with, or detract from, the performance of his/her job-related duties.

3. Penalties for Improper Use: If the employee violates this agreement and misuses the Internet, the employee shall be subject to disciplinary action up to and including termination.

4. "Misuse of the District's access to the Internet" includes, but is not limited to, the following:

   a. Using the Internet to access, view, display, or send words or images that are pornographic as judged by the standards prevailing in this community at the time, and as defined in the computer use and Internet access policy attached hereto;

   b. Using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;

   c. Posting anonymous messages on the system;

   d. Using encryption software;

   e. Wasteful use of limited resources provided by the school including paper;

   f. Causing congestion of the network through lengthy downloads of files;

   g. Vandalizing data of another user;

   h. Obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;

   i. Gaining or attempting to gain unauthorized access to resources or files;

   j. Identifying oneself with another person's name or password or using an account or password of

another user without proper authorization;

k. Using the network for financial or commercial gain without District permission;

l. Theft or vandalism of data, equipment, or intellectual property;

m. Invading the privacy of individuals;

n. Using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;

o. Introducing a virus to, or otherwise improperly tampering with, the system;

p. Degrading or disrupting equipment or system performance;

q. Attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;

r. Providing access to the District's Internet Access to unauthorized individuals; or

s. Taking part in any activity related to Internet use which creates a clear and present danger of the substantial disruption of the orderly operation of the District or any of its schools;

t. Making unauthorized copies of computer software;

u. Installing software or hardware on District computers without prior approval of technology director or his/her designee.

v. Bullying is prohibited which includes cyber bullying as outlined in ACT 115 of 2007.

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

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

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

Employee's Signature_____**Date**_____

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 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.

COMPUTER AND MOBILE TECHNOLOGY DEVICE POLICY AGREEMENT

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:_____ Date:_____

ACCEPTABLE USE POLICY (AUP) AND INTERNET SAFETY

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.

<u>Failure to Follow Acceptable Use Policy</u>

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.

<u>Violations</u>

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

<u>Minimum Consequences</u>

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

<u>Internet Safety</u>

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

these sites.

- Personal Safety: In using the network and Internet, users should not reveal personal information such as home address or telephone number. Users should never arrange a face-to-face meeting with someone “met” on the Internet.

- Confidentiality of Student Information: Personally identifiable information concerning students may not be disclosed or used in any way without the permission of parent or guardian. Users should never give out private or confidential information about themselves or others on the Internet.

- Active Restriction Measures: The District will utilize filtering software or other technologies to prevent students from accessing visual depictions that are (1) obscene, (2) pornographic, or (3) harmful to minors. The use of anonymous proxies or any site that allows the user to get around the content filter is strictly prohibited and will be considered a violation of this policy. The school will also monitor the online activities of users through direct observation and/or technological means.

- All minors should be educated each year about appropriate online behavior, including cyber bullying, awareness and response, and interacting with other individuals on social networking sites and in chat rooms.

Use of New Web Tools

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

Blogging/Podcasting Terms and Conditions:

- The use of blogs, podcasts or other Web 2.0 tools is considered an extension of your classroom. Therefore, any speech that is considered inappropriate in the classroom is also in appropriate in all uses of blogs, podcasts, or other Web 20 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.

ACCEPTABLE USE POLICY (AUP) AND INTERNET SAFETY AGREEMENT

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

Print Employee Name:_____

Email:_____

Employee Signature:_____ Date: _____

RECORDS, EVALUATIONS, AND PROFESSIONAL DEVELOPMENT

PERSONNEL RECORDS

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

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

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

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

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

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

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

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

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

EVALUATION

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

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

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

TESS

Purpose

PCSSD is committed to providing the best educational opportunities for all students. Given that commitment, the District requires an evaluation system to meet the following goals:

- Provide a transparent and consistent teacher evaluation system that ensures effective teaching and promotes professional learning;
- Provide an evaluation, feedback, and support system that encourages teachers to improve their knowledge and instructional skills to enhance student learning;
- Provide an integrated system that links evaluation procedures with curricular standards, professional development activities, targeted support, and human capital decisions;
- Support teachers' roles in improving students' educational achievements;
- Enhance student learning and development;
- Encourage and support staff to move beyond minimum competencies and toward professional excellence;
- Foster professional growth in an atmosphere of mutual trust and respect;
- Provide criteria for responsible personnel decisions.

PCSSD believes in providing high-quality instructional staff in every classroom. To ensure that the quality remains consistently high, the Teacher Excellence and Support System rubric is used to provide guidance to teachers, administrators, and support staff to ensure that consistent practices are followed. The ratings for each teacher are based on direct observation, indirect observation, data, and artifacts. Observations are conducted and support given based on teachers' performance and the category placement guidelines outlined in this document.

Definitions

“Artifact or artifacts” are materials that document the teacher’s professional practice that may not be directly observable.

“Classroom Walkthrough” is an informal observation conducted by the evaluator, ranging from 7-15 minutes, and may focus on specific components.

“Data” means: Teacher performance data; Student performance data; or Overall school performance data. Data may include multiple measures of student growth, school quality, or student success.

“Direct observation” means the evaluator observes the teacher leading or facilitating instruction while: (A) Physically present inside or outside the teacher’s classroom; or (B) Using appropriate technology to observe.
“Early Educator/Novice Teacher” is a teacher having less than four years of teaching experience as a licensed teacher. The Early Educator status consists of three years of mentoring and building level experience and is considered probationary under Arkansas Fair Dismissal Act.

“Evaluation Cycle for Career Educators”: (A) At least one (1) time every four (4) school years, a public school shall conduct a summative evaluation for a teacher who is not an Early Educator or in Intensive Support status. (B) In a school year in which a summative evaluation is not required for a teacher in Career Educator, the teacher shall focus on elements of the teacher's professional growth plan as approved by the evaluator that are designed to help the teacher improve his or her teaching practices.

“Evaluator” means a person licensed by the State Board of Education as an administrator who is designated as the person responsible for evaluating teachers and who is an employee of the school district in which the evaluations are performed.

“Evidence” means: Direct observations; Indirect observations; Artifacts; and Data. Evidence should facilitate a professional dialogue for the teacher and evaluator; and provide essential evidence of the teacher's classroom practices.

"Formal classroom observation" means an announced visit to a classroom that: (A) May be preceded by a pre-observation conference to discuss the lesson plan and objectives; (B) Is conducted by an evaluator for at least seventy-five percent (75%) of the class period or a minimum of 45 minutes of instruction. Observations shall be conducted by observing the teacher: (1) In the classroom; or (2) Through the use of video technology. (C) Facilitates a professional dialogue for the teacher and evaluator; and (D) Provides essential evidence of the teacher's classroom practices.

“Indirect observation” means the evaluator observes systems that operate as a result of a teacher’s research, planning, and implementation inside or outside of the classroom.

"Intensive support status" means (A) Teachers with a majority of ratings of ineffective in any one domain of the evaluation framework shall be placed in Intensive Support. (B)Teachers who have ratings of progressing or ineffective in the majority of components in a domain may be placed in Intensive Support. Intensive Support employment status is administered under § 6-17-2807 (See Categories and Intensive Support Status). Arkansas Fair Dismissal Act of 1983 (§ 6-17-1501 et seq) is not replaced by the TESS process.

"Interim teacher appraisal" is a form of evaluation, other than a summative evaluation, that: (A) Provides support for teaching practices; and (B) Uses standards for teacher growth and performance that are consistent with the evaluation rubrics for the teacher evaluation domains of a summative evaluation. During the three years in which a summative evaluation is not required, an evaluator may conduct an evaluation that is lesser in scope than a summative evaluation but uses the portions of the evaluation framework and evaluation rubrics that are relevant to the teacher's professional growth plan.

"Post-observation conference" means a conference between the teacher and evaluator following a formal classroom observation to discuss: (A) The evaluator's observations; and (B) Artifacts (see definition) presented by the teacher after the formal classroom observation.

"Pre-observation conference" means a conference between the teacher and evaluator to discuss goals and planned outcomes for a classroom lesson before a formal classroom observation.

“Probationary status” means teachers with experience as teachers in other accredited settings and have not completed the mentoring requirements enter under Career Educator Summative (2A).

“Professional growth plan” is collaboratively designed by the evaluator and teacher to meet the specific growth needs of a teacher. The plan, containing two goals and supporting actions, shall be recorded in the electronic platform of the district.

“Career Summative evaluation process”: (1) A formal classroom observation; (2) May include informal classroom observations; (3) Presentations of artifacts chosen by the teacher, the evaluator, or both; (4) An opportunity for the evaluator and teacher to discuss the review of external assessment measures used in the evaluation; (5) A written evaluation determination for each teacher evaluation domain and a written summative evaluation determination; (6) Feedback based on the evaluation rubric that the teacher can use to improve teaching skills and student learning; and (7) Feedback from the teacher concerning the fidelity of the evaluation process.

- "Teacher" means a person who is: (A) Required to hold and holds a teaching license from the Arkansas State Board as a condition of employment; and (B) Employed in a public school as a: (1) Classroom/special education teacher engaged directly in instruction with students in a classroom setting; (2) Guidance counselor; (3) Library

media specialist; (4) Teacher in another position identified by the Arkansas State Board (Instructional Facilitator, Speech Therapist, Gifted Coordinator, School Psychologist).

EVALUATION DESCRIPTORS

Early Educator/Novice

- Beginning educator – educator having fewer than three (3) years' experience (Completes three years and the Journeys in the Early Educator/Novice.)
- Teachers in the Early Educator/Novice develop a PGP (Professional Growth Plan); focus on the components identified in the mentoring process each of three (3) years; participate in the process of in-class coaching by mentors, specialists, or buddy teachers; participate in informal or formal observations by the principal; and may have a Mid-Year Review and will have a PGP Review at the end of the year to begin the process for the next year.

Career Educator/Interim Appraisal

- An employee who is a fully licensed teacher by the State of Arkansas and has successfully completed requirements in the Early Educator/Novice. Teachers eligible for Interim Appraisal are initially assigned to Interim Appraisal Summative (2A) to establish a 4-year cycle. This cycle continues throughout a teacher's career.
- A teacher entering the district who has completed the Early Educator/Novice requirements, with supportive evidence or documentation, is placed in the Career Summative (2A).

Interim Appraisal: Non-Summative (2B1, 2B2, or 2B3)

- Interim Appraisal Non-Summative (2B1, 2B2, or 2B3) is focused on a teacher's Professional Growth Plan (PGP). The plan is comprised of two goals with the corresponding answers to the TESS questions for each goal. The evaluation for teachers in this cycle is based on the performance associated with the components for each goal. Informal or Formal Observations, Classroom Walkthroughs, Video Observations, Artifacts, Add New Posts, and BloomList reflections are the primary sources of evidence during these three years.
- A Formal Observation is not required but may be conducted at the discretion of the Evaluator. Mid-Year Reviews are optional and focus on progress on the actions of the PGP. A PGP Review/Update Conference at the end of the year focuses on rating the performance of the teacher on components of the PGP (usually 2-4 components per goal). The ratings may include results of direct observations, indirect observations, artifacts, and data.

Career Summative Appraisal-2A

Interim Appraisal in Career Summative Appraisal (2A) focuses on the implementation of a PGP, an evaluation of all 22 components, performance in classroom walkthroughs, informal and formal observations, and/or video observations, performance in optional Mid-Year Reviews, and the Summative Evaluation used to assign a rating for each of the 22 components based on the performance during the year. The ratings may include results of direct observations, indirect observations, artifacts, and data. Each teacher experiences this Career Summative Appraisal a minimum of at least one time every four years.

Intensive Support (3)

- Teachers with a majority of ratings (Domains 1 & 4=4 of 6 components and Domains 2 & 3=3 of 5) of ineffective in any one domain of the evaluation framework shall be placed in Intensive Support. The ratings may include results of direct observations, indirect observations, artifacts, and data.
- Teachers who have ratings of progressing or ineffective in the majority of components (Domains 1 & 4=4 of 6 components and Domains 2 & 3=3 of 5) in a domain may be placed in Intensive Support.
- Before a teacher is placed in Intensive Support, the administrator shall notify his/her supervisor and human resources to discuss the evidence and appropriate action to pursue while assisting the teacher in improving his/her performance. These actions shall be included in the Intensive Growth Plan.

EVIDENCE/ARTIFACTS

- Evidence for Domains 2 and 3 typically comes from observation notes; the only artifacts necessary to upload are those for which the Evaluator does not have evidence.
    - In the summative year, evidence for Domains 1 and 4 is obtained through the pre-observation and post-observation forms and conferences.
    - In the Interim Non-Summative (2B1, 2B2, and 2B3) years, evidence may be gathered during observations, conferences, Add New Post, BloomList reflections, or artifacts.
- Artifacts should only be used when performance is not readily observable (Primarily Domains 1 & 4). The ratings may include results of direct observations, indirect observations, artifacts, and data.

SUMMATIVE EVALUATION

- During a school year in which a complete summative evaluation is not required for a teacher in Interim Appraisal Non-Summative (2B1, 2B2, and 2B3), the focus is on components aligned with the teacher's professional growth plan approved by the evaluator.
- Completed annually for licensed employees in Career Summative (2A)* and Intensive Support(3). *At least one (1) time every four (4) years, a summative evaluation over all four domains and 22 components is completed for teachers in the Interim Appraisal (2). A summative evaluation may be completed more frequently than once every four years with any teacher.

STEPS FOR PGP GOALS:

- Evaluator schedules a PGP meeting in EdReflect. The Evaluator and teacher collaboratively create a PGP during Year 1 for Early Educator/Novice teachers as designated by the guidelines for mentoring from the Arkansas Department of Education.
    - Novice teachers [first year] develop their PGP in December or January based on feedback, student data, and self-assessment.
    - Experienced teachers [Probationary] new to the district develop their PGP in September or October.
    - Career Educators, Early Educators [Year 2 and 3], and Probationary Educators employed by the district create their PGP in March-May of each year for the following year.
- During the PGP Review/Update Conference at the end of each year, teachers in Interim Appraisal and Early Educator/Novice develop PGPs so they can focus professional development on the goals of their PGPs. The PGP is collaboratively reviewed/revised at least annually. Based on documented evidence, the Evaluator may collaborate on PGP modifications during the school year.
- Year 1: Early Educator/Novice Teacher completes a minimum of two Mentoring Journeys by November, informal observations, EdReflect Self-Evaluation, Areas of Strength, Areas for Growth prior to the PGP meeting. Teacher and Evaluator collaboratively create PGP goals based upon the self-assessment and results of observations, align goals with indicators, tag and answer the questions for each goal.
- A component(s) from Domain 1 should always be selected along with something observable (from Domain 2 and/or 3) and possibly Domain 4. No more than 4 components and no fewer than 2 per goal should be tagged. Answer TESS questions. Questions should be answered from the perspective of a) what this will look like in terms of the teacher behavior/growth and b) what this will look like in terms of student performance or achievement.

- Early Educator/Novice teachers must complete their Journey requirements each semester of their three-year mentoring cycle.
- Early Educator/Novice Years 2 and 3: Continue expectations for Early Educator/Novice teachers with the exception of the PGP being developed at the PGP Review/Update Conference at the end of the year as with other staff. Self-evaluation may be completed annually by the teacher (optional) and discussed with the administrator during the PGP Review/Update meeting.
- Experienced teachers new to the district complete the Self-Evaluation, Areas of Strength, Areas for Growth prior to the PGP meeting no later than October 1st. The PGP based on the Self-Assessment, Student Data, and Principal Observations shall be completed no later than October 31.

ADDITIONAL ARTIFACTS:

- Evaluator schedules Additional Artifacts in August or September in EdReflect and leaves it open all year to allow Evaluator and Teacher to upload or access artifacts throughout the year.

STEPS FOR INFORMAL OBSERVATION(S) (All Teachers):

Evaluator schedules informal observation(s) in EdReflect.

INFORMAL OBSERVATION (Early Educator/Novice, Career, Intensive):

- **Evaluator** schedules **informal observation(s)** at their discretion. TESS Law does not indicate the number of informal observations to complete. PCSSD requires a minimum of two (2) per teacher per year. The informal observation should be a minimum of 20 minutes and may focus on all components or those of the PGP.
- Evaluator records notes/scripts in EdReflect during the observation or within 48 hours. It is optional for the Teacher to tag evidence and rate performance. If the teacher tags/rates, the observer should use the Notepad rather than Quickfire in EdReflect. The teacher should tag, rate and share information from the lesson back to the observer within 48 hours.
- Evaluator shares notes with teacher. Evaluator and Teacher may upload any additional artifacts. After uploading, select, tag, comment, then share.
- Evaluator completes the rating of components in any domain (designated domains or components may be the focus of informal observations) and shares with the teacher. (Comments may be added for any/all components.)
- Teacher may also complete ratings as the evaluator directs (Comments may be added for any/all components.) and may upload any additional artifacts, tag, comment, and share.
- Evaluator completes the Feedback and Next Steps form in EdReflect, tags by double clicking on Save Draft, and shares with the Teacher.

- Evaluator considers need for addition or revision to PGP and support needed by the Teacher in this formative process.
- Each step in the process is shared by the author of the action.
- Evaluator closes the meeting after feedback is provided to the Teacher either electronically or face-to-face (within 48 hours).
- Informal Observation may also include classroom walkthroughs that are focused on specific areas and rated by the observer.
- The ratings for each teacher are based on direct observation, indirect observation, data, and artifacts.

Steps for Formal Observation (Career Summative-2A, Intensive-3, and any that observer chooses)

PRE-CONFERENCE (Optional):

- Evaluator schedules pre-conference, observation, and post-conference in EdReflect to allow adequate time for Teacher and Evaluator to complete each step.
- PCSSD requires a minimum of one formal observation for Career Summative Appraisal and Intensive Support. Formal observations may be conducted with any teacher at the discretion of the Evaluator.
- PCSSD requires a minimum observation time of 75% or 45 minutes of the class period.
- PCSSD requires a face-to-face post-conference following the observation.
- If Pre-Observation is requested by the Evaluator, the teacher completes Pre-Observation form questions, tags it, and shares it with Evaluator. The evaluator decides whether all questions in EdReflect are to be answered, or the evaluator may identify specific questions to be answered.
    - Teacher shall upload the lesson plan and/or any other applicable artifacts, tags, and shares them 24 hours prior to the pre-conference meeting.
    - Evaluator may upload artifacts prior to the pre-conference meeting.
    - Evaluator completes meeting notes for pre-conference meeting, double clicks on Save Draft to tag, then shares with the Teacher.

OBSERVATION:

- Evaluator takes notes/scripts in EdReflect during the observation or uploads notes within 48 hours. Evaluator shares notes with teacher. It is optional for the teacher to tag evidence and rate their performance.
- Evaluator and teacher may upload any additional artifacts. After uploading, select and tag, then share.

- Evaluator completes the rating of all components in all domains and shares with the teacher. (Comments may be added for any/all components.)
- Teacher completes the post-observation form within 48 hours after the observation and prior to the post-observation conference. Teacher may upload any additional artifacts.

POST-CONFERENCE:

- Review of Ratings
- Evaluator writes and tags meeting notes.
- Teacher and/or Evaluator may add comments.
- Consideration is given for the need to add or revise PGP goals.

STEPS FOR MID-YEAR REVIEW (Early and Career Educators-Optional as determined by Evaluator, Intensive Support -Required):

- Evaluator may schedule PGP Mid-Year Review from December 1 through January 31. The mid-year review of the PGP is optional at the discretion of the evaluator for Interim Appraisal or Early Educator. However, Mid-Year Review is required for Intensive Support. The PGP mid-year review may be done electronically through EdReflect.
- Evaluator and Teacher review the goals, and both may add additional artifacts which are tagged, commented on, and shared.
- Evaluator completes Mid-Year Review Notes, shares, and closes the meeting.

[Remember to share, otherwise, the other person cannot see the forms. "Close the Meeting" after the meeting is complete.]

Career Interim Appraisal--Non Summative (2B1, 2B2, 2B3) and Early Educator:

STEPS FOR PGP Review/Update Review

- Evaluator schedules PGP Review/Update meeting in EdReflect.
- Evaluator and Teacher review goals prior to the meeting.
- Teacher completes Learner Reflection in EdReflect prior to the meeting.
- Evaluator and Teacher may add and tag additional supporting documents.
- Principal clicks Snapshot, rates the components addressed in the year's PGP (2 goals with 2-4 components per goal), clicks on Create Snapshot at the upper right side of the page, labels the rating as "final xx 20xx", clicks on TESS PGP Review/Update, unchecks two little boxes, click on Create Snapshot again, and the snapshot is attached to the PGP Review meeting.
- Evaluator completes Review, entering notes to summarize progress and indicate next steps such as goals to continue for the next year. If goals are complete, Evaluator clicks on "Mark as Complete" at the top of the page.

STEPS FOR CAREER SUMMATIVE 2A or INTENSIVE SUPPORT (3)

- Complete above steps in TESS PGP Review/Update, then
- Evaluator clicks on “End of Year Activities” at the top of the dashboard, clicks teacher’s name in roster, scrolls to the bottom of the page that appears, and clicks “Attach an Existing One” (the final just created).
- EdReflect automatically populates the End of Year Rating from the scores given by the Evaluator in the snapshot. Check ratings for accuracy. (If a mistake is noted, a new snapshot can be created. The teacher only sees ratings that have been attached to the Final Ratings report. Evaluator Shares with teacher.) A green check appears beside the teacher’s name on the End-of-Year Ratings sheet when final ratings have been completed. The End-of Year Rating sheet is used to design the Meeting Notes for the Summative Evaluation and should provide strengths and guidance in areas needing improvement by the Teacher. The areas of need form the basis for the PGP for the upcoming year.
- The End-of-Year Rating Sheet is printed and signed by the Teacher and Evaluator and submitted to Human Resources. The End-of-Year Rating Sheet is also shared with the Teacher electronically.
- If goals are completed, Evaluator clicks “Mark as Complete” in EdReflect.
- If Teacher and Evaluator agree that the goal needs additional work, the goal may be replicated with new responses to the TESS questions for the upcoming year.

TESS law requires a summative evaluation by a credentialed evaluator for teachers in Career Summative-2A (once every four years) and Intensive Support-3. The summative evaluation consists of a face-to-face conference where ratings and scores in all 22 components are discussed and shared from the uploaded form in EdReflect. The scores form one component for the basis of the new PGP (along with data and self-assessment).

STEPS FOR Developing New PGP (All teachers employed for the upcoming school year, including Early Educator/Novice Teachers Year 2 and 3):

- Evaluator schedules a PGP meeting using EdReflect. The Evaluator and Teacher collaboratively create a PGP. PGPs are reviewed/revised at least annually.
- Teacher completes the Self-Evaluation (optional or as designated by the protocol), Areas of Strength, Areas for Growth prior to the PGP meeting. [After Year 1, Teacher and Evaluator discuss PGP goals for upcoming year at PGP Review/Update conference the previous year and the PGP is completed for the upcoming year prior to the completion of the school year.] Teacher aligns goals with indicators by tagging the appropriate rubric as they answer the first question on the TESS Questions page of the PGP. [A component(s) from Domain 1 should

always be tagged along with something observable (from Domain 2 and/or 3) and possibly Domain 4. Tagging two to four (2-4) components per goal is recommended.] Answer TESS questions. Questions should be answered from the perspective of a) what this will look like in terms of the teacher behavior/growth and b) what this will look like in terms of the learners.

- PGP is submitted to the Evaluator for review and approval by the end of the current school year.
- As Teachers work on accomplishing goals during the upcoming year, they record progress toward each goal on the “Add Posts” tab at the bottom of the TESS Questions page.

SELF-EVALUATION:

- The self-evaluation is completed in EdReflect during the End-of-Year process at the end of the summative year for experienced teachers (2A). Early Educator/Novice Teachers complete their self-evaluation at the beginning of their employment and at the end of their Novice period. A self-evaluation should be completed by October 1st for Early Educator/Novice Teachers during their initial year of employment to ensure a balanced approach to PGP development.

ADDITIONAL ARTIFACTS:

- Evaluator schedules “Additional Artifacts” in EdReflect and leaves it open all year to allow Evaluator and Teacher to upload, tag, and comment or access artifacts.

Intensive Support Status

Intensive Support Status (3)

- A teacher may be placed into Intensive Support Status from the Early Educator/Novice or Career Categories.
- An evaluator shall place a teacher in Intensive Support status if the teacher has a majority of ratings (Domains 1 & 4=4 of 6 and Domains 2 & 3=3 of 5) of "Ineffective" in any teacher evaluation domain of the evaluation framework or if the teacher has a combination of ratings of "Ineffective" or "Progressing" in a majority of components in a teacher evaluation domain (Domains 1 & 4=4 of 6 and Domains 2 & 3=3 of 5).
- Ratings are based on direct observations, indirect observations, data, and artifacts.

EVALUATOR STEPS FOR INITIATING INTENSIVE SUPPORT

- Evaluator notifies the supervisor and human resources director once a concern is noted and the decision is made to move the teacher to Intensive Support. The form for Intensive Support

Growth Plan is currently not on EdReflect, but the template for Intensive Support Growth Plan is available from the Human Resources Office.

- Evaluator establishes the time period for the Intensive Support status (up to two semesters and two additional semesters may be added if progress is being made); and provides a written notice (obtained from the Human Resources Office) to the teacher for placement in Intensive Support status. The notice shall state that if the teacher's contract is renewed while the teacher is in Intensive Support status, the fulfillment of the contract term is subject to the teacher's accomplishment of the goals established and completion of tasks assigned in the Intensive Support status.
- The Evaluator shall work with the teacher to:

(1) Develop a clear set of goals and tasks that correlate to:

A. The Intensive Growth Plan

B. District Notification Letter

C. Evidence-based research concerning the evaluation domain(s) that forms the basis for the Intensive Support status; and

(2) When a teacher is placed in Intensive Support Status, a Collaborative Intensive Growth Plan is created under the direction of the Evaluator and reviewed/revised often. This requires frequent teacher and evaluator conferences, observations, and support.

(3) Monitor and assess the teacher's implementation of the Intensive Growth Plan through conferences, classroom walkthroughs, informal observations, formal observations, and video observations. The principal shall ensure support is given in areas of need identified in the IGP.

PCSSD requires a summative evaluation scoring IGP goals' growth components to be discussed with teacher during face-to-face conferences.

- If the intensive support status is related to student performance, student performance indicators are used to measure student progress.
- At the end of the specified period of time for Intensive Support status (up to 2 semesters), the Evaluator shall:

(1) Evaluate whether the teacher has met the goals developed and completed the tasks assigned for the Intensive Support status; and

(2) Provide written notice (form provided by Human Resources office) to the teacher that the teacher either:

A. Is removed from intensive support status; **or**

B. Has failed to meet the goals and complete tasks of the Intensive Growth Plan.

- If a teacher does not accomplish the goals or complete the tasks established for the Intensive Support status during the period of Intensive Support, the Evaluator shall notify the superintendent and provide documentation of the Intensive Support status actions.
- Upon review and approval of the documentation, the superintendent shall recommend termination or nonrenewal of the teacher's contract based on failure to meet expectations of the Intensive Growth Plan. A recommendation for termination or nonrenewal of a teacher's contract under this section shall be made pursuant to the authority granted to a superintendent for recommending termination or nonrenewal under The Teacher Fair Dismissal Act. **OR**
- If a teacher has made substantial documented progress, the teacher may remain in Intensive Support up to 2 additional consecutive semesters. **OR**
- Teachers in the Career Category who successfully complete Intensive Support within the current or immediately preceding school year are placed in Career Summative for the following school year. An Early Educator/Novice teacher who has been placed in Intensive Support returns to the Early Educator/Novice Category to complete that cycle when removed from Intensive Support.

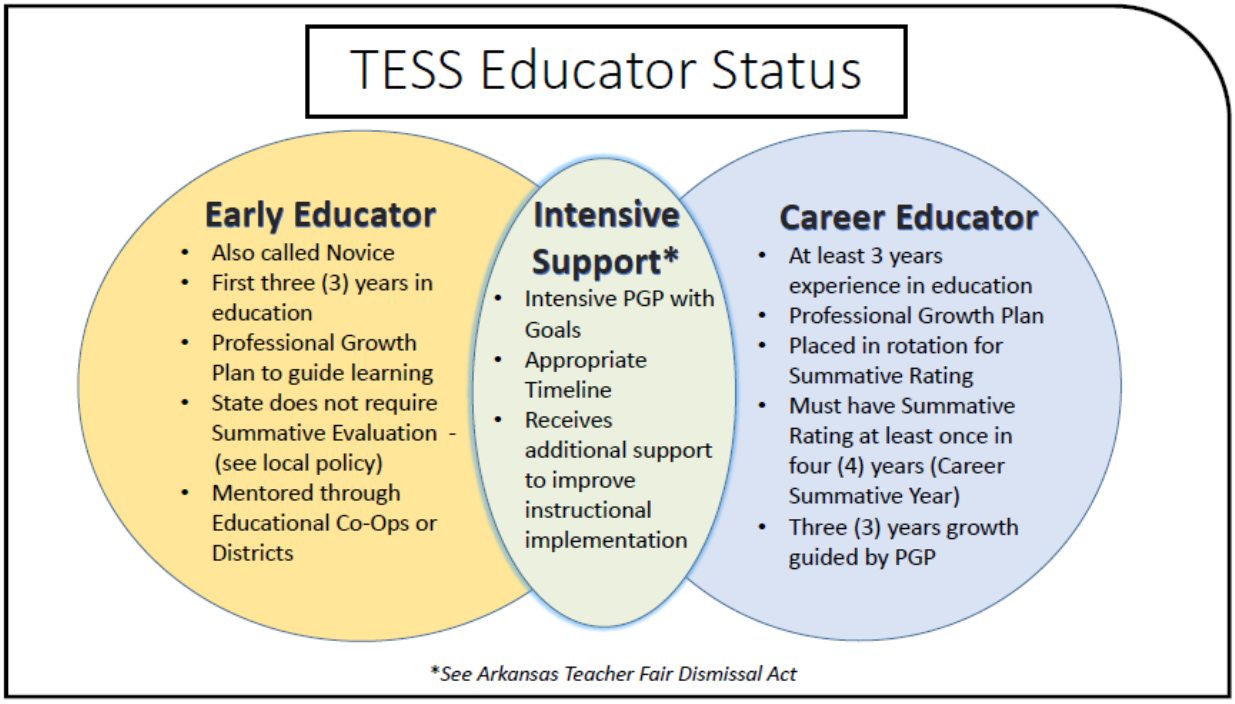
Teachers may remain in Intensive Support for up to four semesters if documented improvement is observed.

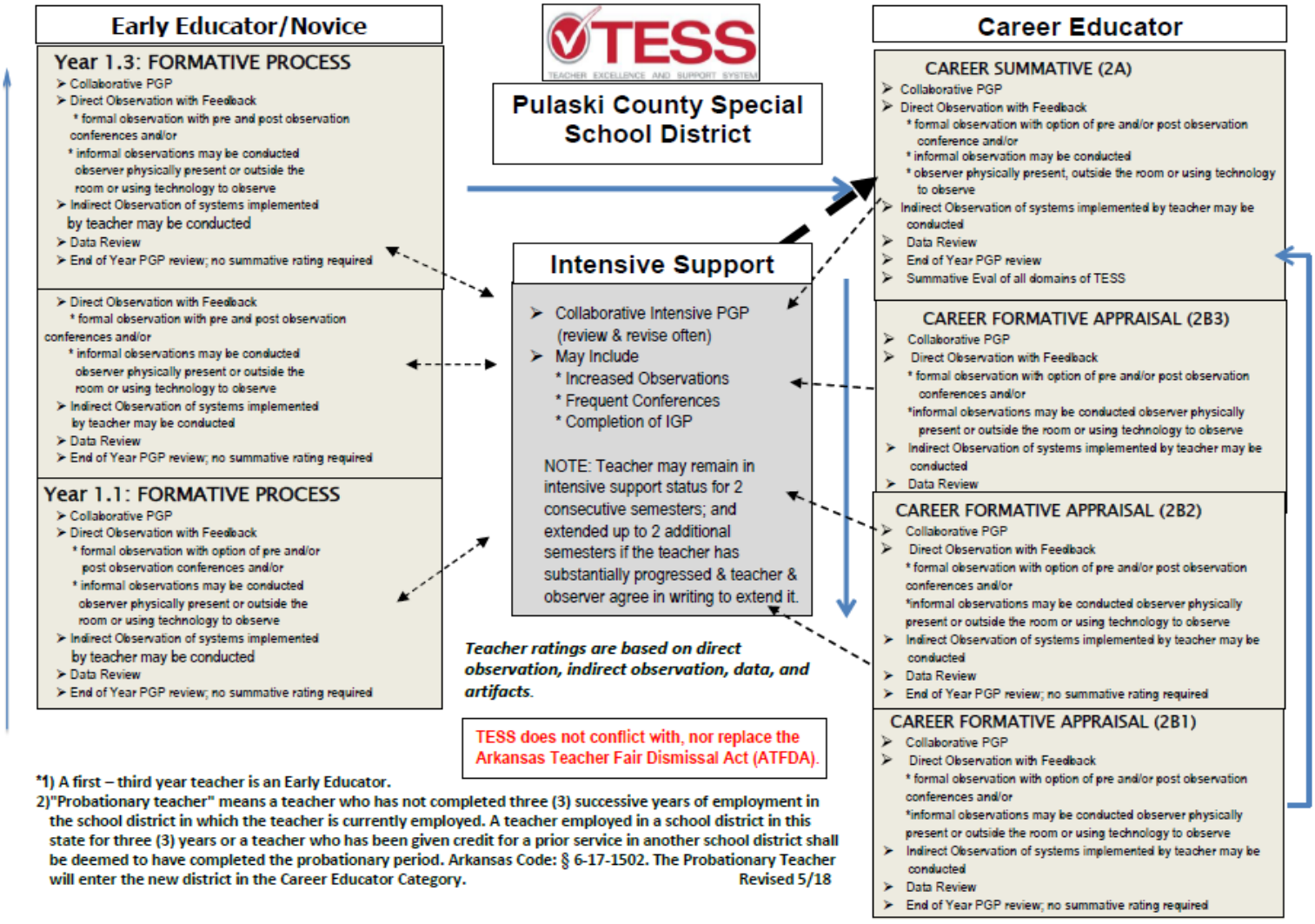
[Following all meetings, remember to share, otherwise, the other person cannot see the forms. "Close the Meeting" after the meeting is complete.]

USING BLOOMLIST TO RECORD 12 HOURS REQUIRED PD HOURS SUPPORTING PGP GOALS and Other Events Throughout the Year (Optional as determined by the Evaluator**)**

- Open Dashboard.
- Click on BloomList in center.
- Complete the prompts: I will…. So that I can…. (At this point, for the "I will", indicate the workshop, book study, class, etc. that you will attend. For the "So that I can" indicate how the learning will be in support of your PGP goals.)
- Select a date.
- Click Create.
- After completion of the PD, go to Home and open that item in the BloomList by clicking on the title of the BloomList item.
- Complete the Ready to Reflect questions.

- Mark as Done at the top of the page.
- The item will disappear from your list but will be recorded at the Completed tab (Go to the bottom of BloomList and click “See all BloomList Items”).
- Add PD documentation related to the PGP to Additional Artifacts.





*1) A first – third year teacher is an Early Educator.

2)"Probationary teacher" means a teacher who has not completed three (3) successive years of employment in the school district in which the teacher is currently employed. A teacher employed in a school district in this state for three (3) years or a teacher who has been given credit for a prior service in another school district shall be deemed to have completed the probationary period. Arkansas Code: § 6-17-1502. The Probationary Teacher will enter the new district in the Career Educator Category. Revised 5/18

LEADS

PURPOSE

PCSSD is committed to providing the best educational opportunities for all students. Given that commitment, the District requires an evaluation system to meet the following goals:

- Provide a transparent and consistent Administrator evaluation system that ensures strong leadership, enhances effective teaching, and promotes professional learning;
- Provide an evaluation, feedback, and support system that encourages Administrators to improve their knowledge and leadership skills to improve effective teaching which leads to effective student learning;
- Provide an integrated system that links evaluation procedures with curricular standards, professional development activities, targeted support, and human capital decisions;
- Support Administrators' roles in improving students' educational achievements;
- Enhance teacher effectiveness to enhance student learning and development;
- Encourage and support staff to move beyond minimum competencies toward professional excellence;
- Foster professional growth in an atmosphere of mutual trust and respect; and
- Provide criteria for responsible personnel decisions.

PCSSD believes in providing high-quality instructional staff in every classroom. To ensure that the quality remains consistently high, the district expects principals and other administrators to lead teachers and staff in producing effective results with the education of students placed in the district's care. Administrators will use the LEADS rubric to provide guidance to ensure that consistent practices are followed. The ratings for each administrator are based on direct observation, indirect observation, data, and artifacts. Observations and formative assessment conferences are conducted and support given based on administrators' performance and the category placement guidelines outlined in this document.

CATEGORY DESCRIPTORS

Beginning Administrator/Novice

- Beginning administrator – administrator having fewer than three (3) years' experience as an administrator (Completes three years of Beginning Administrator/Novice requirements. A first year administrator is considered a novice the first year of leadership and a probationary administrator in years two and three of leadership.)
- Experienced transfer administrator – administrator having three or more years of experience and transferring into the district. New hires from out of district with three or more years of experience will be placed in Beginning Administrator/Novice status for one year as determined by the appropriate central office administrator.
- Probationary/Novice: (First year administrator is both novice and probationary. "Probationary administrator" means an administrator who has not completed three successive years of employment in the school district in which the administrator is currently employed. An administrator employed in a school district in Arkansas for three years or an administrator who has been given credit for prior service in another school district shall be deemed to have completed the probationary period. Arkansas Code: 6-17-1502.
- Administrators in the Beginning Administrator/Novice status develop a PGP, are evaluated on all 31 functions (or those deemed appropriate for the job assignment), participate in formative assessment conferences, may have a Mid-Year Review, and will have a LEADS PGP Review/Update to summarize the performance for the year.

Career Inquiry

Administrator who is fully licensed by the state of Arkansas and has successfully completed requirements in Beginning Administrator/Novice status. Administrators eligible for Career Inquiry are initially assigned to Summative Appraisal or 3 years in Interim Appraisal to establish a 4-year cycle. The evaluator determines which designation administrators are placed in Career Inquiry. This cycle continues throughout an administrator's career.

Interim Appraisal (2B3, 2B2, 2B1)

- Interim Appraisal is focused on an administrator's Professional Growth Plan (PGP). The plan is comprised of two goals with the corresponding answers to the LEADS questions for each goal. The evaluation for administrators in this status is based on the performance associated with the functions for each goal. Formative Assessment Conferences and artifacts are the primary source of evidence for this status. Mid-Year Reviews are optional and focus on progress on the actions of the PGP. A LEADS PGP Review/Update Conference focuses on rating the

performance of administrators on the functions of the PGP (usually 2-4 per goal). The Interim Appraisal usually occurs three of the four years of the cycle.

Summative Appraisal (2A)

- Summative Appraisal is focused on the implementation of a PGP, an evaluation of all 31 components (or those deemed appropriate for the job assignment), performance in Formative Assessment Conferences, performance in optional Mid-Year Reviews, and the Summative Evaluation to assign a rating for each of the 31 functions based on the performance during the year. This appraisal occurs at least one time every four years but may occur more frequently based on the Evaluator's evidence.

Intensive Support

- Administrators with a majority of their ratings of unsatisfactory in any one standard of the evaluation framework shall be placed in the Intensive Support Track. (§6-17-2807)
  Administrators who have ratings of basic or unsatisfactory in the majority of functions in a standard may be placed in the Intensive Support Track.
- Before an administrator is placed in Intensive Support, the evaluator should notify his/her Evaluator and human resources to discuss the evidence and appropriate action to pursue to assist the administrator in improving his/her performance.

SUMMATIVE EVALUATION

- Completed annually for licensed employees in Career Inquiry Summative and Intensive Support.
  *At least one (1) time every four (4) years, a summative evaluation over all 6 standards and 31 standards is completed for administrators in the Inquiry Appraisal. A summative evaluation *may* be completed more frequently than once every four years. In a school year in which a complete summative evaluation is not required for an administrator (Inquiry Interim), the focus is on functions aligned with the administrator's professional growth plan approved by the evaluator.
- During the three (3) years (Career Inquiry Interim) in which a complete summative evaluation is not required, an evaluation that is lesser in scope than the summative evaluation but uses the portions of the evaluation framework and evaluation rubrics that are relevant to the evaluation may be used. A LEADS PGP REVIEW/UPDATE will be completed for Career Inquiry Interim with ratings on the functions aligned with the PGP.

EVIDENCE/ARTIFACTS

Evidence may be gathered during observations, conferences, data, or artifacts. Artifacts should only be used when performance is not readily observed. Evidence may be gathered from direct observations, indirect observations, artifacts, and school data.

PCSSD PROCESSES

STEPS FOR PGP GOALS FOR ALL ADMINISTRATORS:

- Experienced Administrators create their goals each year in the spring during the LEADS PGP Review/Update Conference and process which follows. Beginning Administrators complete their PGP in December or January.
- Evaluator schedules a PGP meeting in December/January for Beginning Administrators. The Evaluator and administrator collaboratively create a PGP during Year 1 as designated by the guidelines for mentoring from the Arkansas Department of Education. The PGP is collaboratively reviewed/revised at least annually.
- Year 1: Beginning Administrator completes the first semester mentoring requirements, Self-Evaluation, Areas of Strength, Areas for Growth prior to the PGP meeting. Evaluator and Administrator collaboratively create PGP goals based upon the self-assessment and results of observations, align goals with indicators and tag. [A component(s) from Standard 2 in priority or focus schools. Two goals should be selected. No more than 4 components and no less than 2 per goal should be tagged.] Answer LEADS questions. Questions should be answered from the perspective of 1. what this will look like in terms of the administrator behavior/growth, 2. what this will look like in terms of teacher actions in teaching, and 3. what this will look like in terms of student performance or achievement.
- PGPs will be developed in the spring for the following year as other administrators will do for Years 2 and 3 of the Beginning Administrator's status. Self-evaluation may be completed annually by the administrator (optional) and discussed with the Evaluator during the LEADS PGP Review/Update prior to choosing new goals.

STEPS FOR ADDITIONAL ARTIFACTS:

- Evaluator schedules Additional Artifacts in August or September in EdReflect and leaves it open all year to allow for Administrator and Evaluator to upload, tag, comment or access artifacts throughout the year.

STEPS FOR FORMATIVE ASSESSMENT CONFERENCES:

- Evaluator schedules Formative Assessment Conference. The number of standards to be discussed at each conference is determined by the Evaluator.

- The number of Formative Assessment Conferences is determined by the Evaluator, but at least two will be conducted annually. The conversation about the standards is focused on the actions of the Administrator in relation to growth of the Administrator, teachers, and students.
- Evaluator shares notes with Administrator. Administrator and Evaluator may upload any additional artifacts. After uploading, select, tag, comment, save, then share.
- Evaluator completes the rating of functions in any standard and shares with the administrator. Comments may be added for any/all functions.
- Evaluator completes the Feedback and Next Steps form on EdReflect, tags, and shares with the administrator. The feedback to administrators can be face-to-face or electronic.
- Evaluator considers need for addition or revision to PGP goals and the support that the Administrator needs in this formative process.
- Each step in the process is shared by the author of the action.

STEPS FOR (OPTIONAL) MID-YEAR REVIEW:

- The Mid-Year Review of the PGP is optional at the discretion of the evaluator. This review may be done electronically through EdReflect in December or January.
- Evaluator and Administrator review the goals and both may add additional artifacts which are tagged, commented on, and shared.
- Evaluator completes Mid-Year Review Notes, shares, and closes the meeting.

STEPS FOR SUMMATIVE EVALUATION (Career Summative, Intensive)

- Evaluator schedules LEADS PGP Review/Update meeting by March 1. *
- Evaluator and Administrator review goals prior to the meeting.
- Administrator completes Learner Reflection in EdReflect and shares prior to the meeting.
- Evaluator completes Snapshot ratings by going Snapshot in LEADS PGP Review/Update, reviewing the evidence for each function, determining and marking the rating (entire box turns green), clicking on “Create a Snapshot”, naming the rating “final 20XX”, and clicking on “Create a Snapshot” again.
- Evaluator clicks on “End of Year Tasks” at the top of the dashboard.
    - Click on “End of Year Tasks” (tab at top) to get to Roster of Assigned Learners
    - Click on learner being evaluated to get to Final Rating Page
    - Either create a Snapshot or attach a snapshot already in EdReflect (This is the one described above that was just created.).
    - Click on arrow at end of “Create a Snapshot” box to locate the Administrator’s final rating just created. This will automatically populate the End-of-Year Report.
    - Check ratings for accuracy. (If a mistake is noted, a new snapshot can be created. The Administrator only sees ratings that have been attached to the Final Ratings report.) A

green check will show up by the Administrator's name on the End-of-Year Roster when final ratings have been completed.

- Use the End-of-Year Final Ratings sheet to design Meeting Notes for the LEADS PGP Review/Update and to provide guidance to Administrator in strengths and areas needing improvement. The areas of need should form the basis for the PGP development for the upcoming year.
- Share this with the Administrator during the LEADS PGP Review/Update Conference.
- Evaluator completes Summative Evaluation by
    - Printing the End-of-Year Rating Sheet and Summative Meeting notes and both Evaluator and Administrator signing and submitting to Human Resources by June 15.
    - If the current year goals are complete, Evaluator clicks "Mark as Complete" on the LEADS Question page in EdReflect. If the Administrator and Evaluator agree that the goal needs additional work, the goal may be replicated with new responses to the LEADS questions for the upcoming year.
    - Close the Meeting for LEADS PGP Review/Update.

Remember to share, otherwise, the other person cannot see the forms. "Close the Meeting" after the meeting is complete.

STEPS FOR NEW PGP GOALS:

- Administrator opens the homepage and goes to the goals at the bottom. Click on Add Another Goal, complete new strengths and areas of need. Write two goals based on areas of need. The Evaluator and Administrator collaboratively create a PGP in Year 1. PGPs are reviewed/revised at least annually.
    - Administrator completes the Self-Evaluation (optional or as designated by the protocol), Areas of Strength, Areas for Growth on the notecards. (After Year 1, Administrator and Evaluator discuss PGP goals for upcoming year at the End-of-Year conference the previous year.) Administrator aligns goals with indicators by tagging the appropriate rubric as they answer the first question on the LEADS Questions page of the PGP. [Tagging two to four (2-4) components per goal is recommended for two goals.] Answer LEADS questions. Questions should be answered from the perspective of what this looks like in terms of a) Administrator behavior/growth, b) what this looks like in terms of teachers' instructional actions, and c) what this looks like in terms of the learners.
    - PGP is submitted electronically to the Evaluator for review and approval by the end of the current school year.
    - As Administrator works on accomplishing goals during the upcoming year, progress should be recorded for each goal on the "Add Posts" tab at the bottom of the LEADS Questions page.

SELF-EVALUATION:

- The self-evaluation is completed during the End-of-Year process prior to the summative year for experienced administrators (Inquiry Interim). Novice/Probationary Administrators complete their self-evaluation at the beginning of their employment and at the end of their Probationary period. A self-evaluation should be completed by October 1st for Novice/Probationary Administrators during their initial year of employment to ensure a balanced approach to PGP development.

CAREER APPRASIAL SUMMATIVE YEAR

STEPS FOR FORMATIVE ASSESSMENT CONFERENCE(S):

- Evaluator schedules Formative Assessment Conference(s).
- The number of Formative Assessment Conferences is determined by the Evaluator but at least two are required for each Administrator annually. The observation should focus on functions determined by the Evaluator, self-assessment, data, feedback.
- Evaluator takes notes in EdReflect during the conference and tags for the functions and standards.
- Evaluator shares notes with Administrator.
- Evaluator and Administrator may upload any additional artifacts. After uploading, select, tag, comment about the relevance of the artifact to the lesson, and share.
- Evaluator completes rating of components and shares with the Administrator. Comments may be added for any/all functions.
- Evaluator completes the Feedback and Next Steps form, tags, and shares with the Administrator. This feedback may be electronic or face-to-face.
- Evaluator considers need for addition or revision to PGP goals or track placement.
- Evaluator closes the meeting

MID-YEAR REVIEW AND LEADS PGP REVIEW/UPDATE

- Complete as described above. Mid-Year Review is optional. LEADS PGP Review/Update is described in the Summative Process.

CAREER INTERIM APPRAISAL

STEPS FOR PGP GOALS:

- Evaluator schedules a LEADS PGP Review/Update in EdReflect each spring. Following the conference, the Administrator will create the PGP based on data, feedback from evaluator, and self-assessment. The PGP is reviewed/revised at least annually.
- Administrator completes the Self-Evaluation (Optional), Areas of Strength, Areas for Growth on the index cards prior to the PGP meeting. Administrator completes the goals, aligns with the functions, and answers questions. The Administrator sends a chat from the icon at the top of the page to the evaluator of goal completion.
- Evaluator reviews the PGP when the chat indicator appears and approves goals prior to the end of school. This meeting and review may be conducted electronically.
- Professional development is tied to the PGP goals and actions.

STEPS FOR ADDITIONAL ARTIFACTS:

- Evaluator must schedule Additional Artifacts in EdReflect and leave it open all year to allow Evaluator and Administrator to upload or access artifacts in the e-portfolio.

STEPS FOR FORMATIVE ASSESSMENT CONFERENCE(S):

- Evaluator schedules Formative Assessment Conference.
- The number of Formative Assessment Conferences is determined by the Evaluator but PCSSD requires two for each Administrator annually. The conference should focus on components of the PGP or those determined by the Evaluator.

CONFERENCE:

- Evaluator takes notes/scripts in EdReflect during the conference. Administrator may tag evidence and rate the performance.
- Evaluator shares notes with Administrator.
- Evaluator and Administrator may upload any additional artifacts. After uploading, select, tag, comment about the relevance of the artifact to growth, and share.
- Administrator may complete ratings. Comments may be added for any/all components.
- Evaluator completes rating of components and shares with the Administrator. Comments may be added for any/all functions.

- Evaluator completes the Feedback and Next Steps form, tags, and shares with the Administrator. This feedback may be electronic or face-to-face.
- Evaluator considers need for addition or revision to PGP goals or track placement.
- Evaluator closes the meeting

STEPS FOR (Optional) MID-YEAR REVIEW:

- Evaluator schedules the optional PGP Mid-Year Review in December or January. This review may be done entirely electronically through EdReflect. The review is not required but is especially encouraged for Inquiry Interim for use as a reflection and recommitment step in the growth toward accomplishing the PGP.
- Evaluator and Administrator review the goals and both may add additional artifacts.
- Evaluator completes Mid-Year Review Notes, tags, shares, and closes the meeting.
- Evaluator considers need for addition or revision to PGP goals or track placement.

STEPS FOR LEADS PGP REVIEW/UPDATE

- Evaluator schedules LEADS PGP Review/Update meeting.
- Evaluator and Administrator review Goals prior to the meeting.
- Administrator completes Learner Reflection in EdReflect and shares prior to the meeting.
- Evaluator completes Snapshot and notes to summarize progress and indicate next steps (based on End-of-Year Rating) such as goals to continue for the next year.
- Notes and Final Rating are printed, and Evaluator and Administrator sign and place in Administrator's personnel file and Administrator keeps one.
- Evaluator and Administrator complete LEADS PGP Review/Update meeting.
- Evaluator closes the current year goals which are complete by going to the LEADS Questions page of each goal and clicking on "Mark as Complete" or gives Administrator time to revise goals and PGP questions that need to be addressed during the following year.
- Evaluator closes the meeting.

Remember to share, otherwise, the other person cannot see the forms. "Close the Meeting" after the meeting is complete.

INTENSIVE SUPPORT STATUS

- An Administrator may be placed into Intensive Support from Beginning Administrator or Career Inquiry. An Evaluator shall place an Administrator in Intensive Support status if the Administrator has a majority of ratings of "Unsatisfactory" in any one entire standard of the evaluation framework or if the Administrator has a rating of "Unsatisfactory" or "Basic" in a majority of functions in a

standard. Prior to placing any Administrator in Intensive Support, the evidence of the need for this assignment must be discussed with the Superintendent or Human Resources by the Evaluator.

- When an Administrator is placed in Intensive Support, a Collaborative Intensive Growth Plan is created and reviewed/revised often (The Plan may be obtained from the Human Resources office). This process requires frequent Administrator and Evaluator conferences, observations, and improvement assignments.
- **TRACK ASSIGNMENTS UPON COMPLETION OF INTENSIVE SUPPORT:** A Beginning Administrator who has been placed in Intensive Support returns to Beginning Administrator Status to complete when removed from Intensive Support. A Career Inquiry returns to Career Summative when positive performance indicates removal from Intensive Support.

STEPS FOR INITIATING INTENSIVE SUPPORT

- Evaluator notifies central office once a concern is noted and decision is made to move the Administrator to Intensive Support. The form for Intensive Support is currently not on EdReflect, but the template for Intensive Support is in the Human Resources office.
- Evaluator establishes the time period for the Intensive Support status; and provides a written notice to the Administrator that the Administrator is placed in Intensive Support status. [The notice shall state that if the Administrator's contract is renewed while the Administrator is in Intensive Support status, the fulfillment of the contract term is subject to the Administrator's accomplishment of the goals established and completion of the tasks assigned in the Intensive Support status.]
- The Evaluator works with the Administrator to: (1) Develop a clear set of goals and tasks that correlate to: (A) The intensive growth plan; and (B) Evidence-based research concerning the evaluation standard(s) that forms the basis for the Intensive Support status; and (2) Ensure the Administrator is offered the support that the evaluator deems necessary for the Administrator to accomplish the goals developed and to complete the tasks assigned while the Administrator is in Intensive Support status.
- At the end of the specified period of time for Intensive Support status, the Evaluator shall: (1) Evaluate whether the Administrator has met the goals developed and completed the tasks assigned for the Intensive Support status; and (2) Provide written notice to the Administrator that the Administrator either: (A) Is removed from Intensive Support status; or (B) Has failed to meet the goals and complete the tasks of Intensive Support status.
- If an Administrator does not accomplish the goals and complete the tasks established for the Intensive Support status during the period of Intensive Support status, the Evaluator shall notify the Superintendent and provide documentation of the Intensive Support status.

- Upon review and approval of the documentation, the Superintendent shall recommend termination or nonrenewal of the Administrator's contract. A recommendation for termination or nonrenewal of an Administrator's contract under this section shall be made pursuant to the authority granted to a Superintendent for recommending termination or nonrenewal under The Teacher Fair Dismissal Act.

STEPS FOR ADDITIONAL ARTIFACTS:

- Evaluator must schedule Additional Artifacts in EdReflect and leave it open all year to allow for Evaluator and Administrator to upload or access artifacts in the e-Portfolio.

STEPS FOR FORMATIVE ASSESSMENT CONFERENCE(S):

- Evaluator schedules Formative Assessment Conference.
- The number of Formative Assessment Conferences is determined by the Evaluator, but PCSSD requires for each Administrator annually. The conference should focus on components of the PGP or those determined by the Evaluator.

CONFERENCE:

- Evaluator takes notes/scripts in EdReflect during the conference. Administrator may tag evidence and rate the performance.
- Evaluator shares notes with Administrator.
- Evaluator and Administrator may upload any additional artifacts. After uploading, select, tag, comment about the relevance of the artifact to growth, and share.
- Administrator may complete ratings. Comments may be added for any/all components.
- Evaluator completes rating of components and shares with the Administrator. Comments may be added for any/all functions.
- Evaluator completes the Feedback and Next Steps form, tags, and shares with the Administrator. This feedback may be electronic or face-to-face.
- Evaluator considers need for addition or revision to PGP goals or track placement.
- Evaluator closes the meeting

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STEPS FOR (Optional) MID-YEAR REVIEW:

- Evaluator schedules Optional PGP Mid-Year Review in December or January.
- Evaluator and Administrator review the goals.
- Evaluator completes Mid-Year Review Notes, shares, and closes the meeting.

STEPS FOR LEADS PGP REVIEW/UPDATE:

- Evaluator schedules LEADS PGP Review/Update meeting by November 1 or March 1 as warranted by contract consideration and Intensive Support timeline requirements.
- Evaluator and Administrator review goals prior to the meeting.
- Administrator completes Learner Reflection in EdReflect and shares prior to the meeting.
- Evaluator completes Snapshot and Meeting Notes, entering notes to summarize progress and indicate next steps such as goals to continue for the next year.
- Click “Create a Snapshot” to get to the Administrator’s Aggregated Evidence and Rating page. (All previous ratings and evidence are marked and available for the final rating.)
- Look at the scores given for each function throughout the year and evidence collected.
- Determine the overall rating for each function. Administrator in Intensive Support receive ratings based on all functions on the rubric—6 Standards and 31 or those previously agreed on.
- Click “Create a Snapshot”, give it a title. Click “Create a Snapshot” in blue box. Once the snapshot is created, it is automatically populated in the LEADS Snapshot page.
- Ensure the accuracy of ratings. If a mistake is noted, a new snapshot can be created.
- IF all goals are complete, Evaluator click on “Mark as Complete” on the LEADS Questions page for each goal.
- Evaluator determines whether significant progress has occurred toward meeting the Intensive Growth Plan Goals. The Superintendent is kept informed of the Administrator’s progress throughout the year. If so, the Administrator may exit Intensive Support and receive a letter of notification stating this accomplishment; OR may be retained in Intensive Support for up to two (2) additional semesters with support from the Evaluator to ensure the maintenance of appropriate actions from the Administrator. If not, the Administrator is terminated/non-renewed based on TESS law and Arkansas Fair Dismissal.
- Administrator may remain in Intensive Support for two semesters; and two additional semesters may be added if substantial improvement is observed.

Remember to share, otherwise, the other person cannot see the forms. “Close the Meeting” after the meeting is complete.

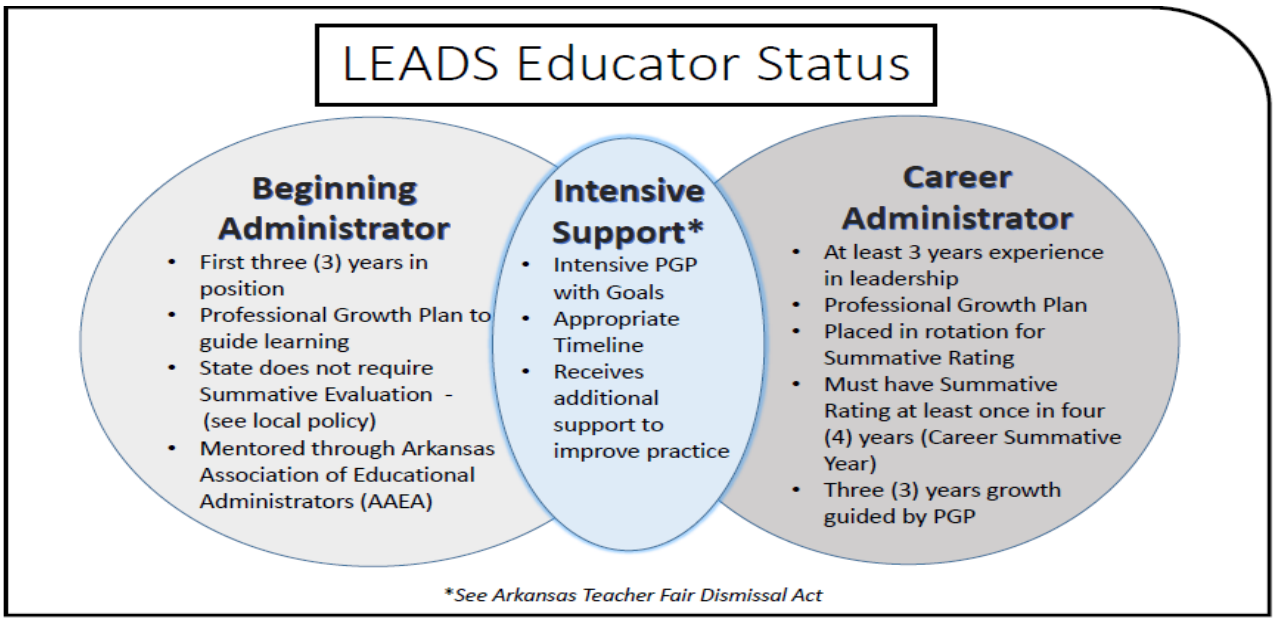
USING BLOOMLIST TO RECORD 12 REQUIRED PD HOURS SUPPORTING PGP GOALS

Administrators must focus 12 hours of their professional development on their PGP goals, instructional strategies, or enhancement to content.

1. Go to homepage.
2. Click on “Add New Item” to the BloomList on the left side of the homepage.
3. Complete the prompts: I will…. So that I can…. (At this point, for the “I will”, indicate the workshop, book study, class, etc. that you will attend. For the “So that I can” indicate how the learning supports your PGP goals.
4. Select a date.
5. Click Create.
6. After completion of the PD, go to Home and open that PD item in Bloomlist.
7. Complete the Ready to Reflect questions.
8. Mark as Done.
9. May screen shot and upload.

During the first in-service days at the beginning of school, Evaluators communicate to new administrators what their track assignment is for the current year. Track assignment is notated on the PGP narrative. At the end of the school year, all administrators are advised of their track assignment for the upcoming school year. This is included with the final rating form and sent to Human Resources.

Assistant Principals and Building or District Level Administrators have unique rubrics. Their evaluation is based on conversations with Evaluator to determine the appropriate standards and functions that apply to their job responsibilities. Their evaluation is based on predetermined standards and functions rather than all 31.



RECORD OF TESS/LEADS EDUCATOR EVALUATION RATING ROTATION

SCHOOL/DISTRICT: _____ **SCHOOL YEAR:** _____

EARLY EDUCATOR NON-SUMMATIVE ROTATION (NOVICE & PROBATIONARY)

Year One:	*Year Two:*	*Year Three:*
1._____	1._____	1._____
2._____	2._____	2._____
3._____	3._____	3._____
4._____	4._____	4._____
5._____	5._____	5._____
		**Move to Summative Rotation*

CAREER EDUCATOR SUMMATIVE ROTATION

Summative Annual Rating:	*Year One Non-Summative:*	*Year Two Non-Summative:*	** Year Three Non-Summative:*
1._____	1._____	1._____	1._____
2._____	2._____	2._____	2._____
3._____	3._____	3._____	3._____
4._____	4._____	4._____	4._____
5._____	5._____	5._____	5._____
6._____	6._____	6._____	6._____
7._____	7._____	7._____	7._____
			**Move to Summative Annual Rating*

PROFESSIONAL DEVELOPMENT POLICY

Professional Development Committee

A district-wide Professional Development Committee will be established to address the needs of teachers, administrators, and paraprofessionals.

The make-up of the committee shall be as follows:

- The Director of Professional Development, who will serve as chairperson.
- Seven (7) Classroom Teachers who will be appointed by the certified PPC.
- Two (2) administrators appointed by the Director of Professional Development.
- Four (4) Principals, i.e. two elementary and two secondary, appointed by the Elementary and Secondary Directors.
- Two (2) Paraprofessionals - one appointed by the classified PPC or one appointed by the Director of Professional Development.

The committee should assist the District in the design, implementation, and evaluation of the district's Professional Development Program for district-wide professional development days. The Professional Development Committee will seek input from teachers and administrators before making recommendation(s) to the superintendent for district-wide professional development days. Each school and/or feeder pattern will plan for local school professional development days with each school's leadership team. The results of the evaluations made by participants shall be used to continuously improve the District's PD offerings and to revise the school improvement plan. All professional development sessions (district-wide or local school) must meet the professional development requirements addressed in this board policy.

The goal of all PD activities shall be improved teaching and learning knowledge and skills that result in individual, team, school-wide, and District-wide improvement designed to ensure that all students demonstrate proficiency on the state's academic standards. The District's PD plan shall be research-based and standards-based and in alignment with applicable ADE Rules and/or Arkansas code.

The District in collaboration with the Professional Development Committee shall develop and implement a professional development plan (PDP) for its licensed employees. The District's PDP shall, in part, align District resources to address the PD activities identified in each school's

Arkansas Comprehensive School Improvement Plan (ACSIP) and incorporate the licensed employee's PGP. The plan shall describe how the District's categorical funds will be used to address deficiencies in student performance and any identified academic achievement gaps between groups of students. At the end of each school year, the District shall evaluate the PD activities' effectiveness at improving student performance and closing achievement gaps.

Teachers, administrators, and paraprofessionals shall be involved in the design, implementation, and evaluation of the plan for their own PD offerings. The results of the evaluation made by the participants in each program shall be used to continuously improve the District's PD offerings and to revise the school improvement plan.

Definition

For the purposes of this policy, professional development (PD) means a set of coordinated, planned learning activities for District employees who are required to hold a current license issued by the State Board of Education as a condition of employment that:

- Is required by statute or the Arkansas Department of Education (ADE); or
- Meets the following criteria:
    - Improves the knowledge, skills, and effectiveness of teachers;
    - Improves the knowledge and skills of administrators and paraprofessionals concerning effective instructional strategies and methods;
    - Leads to improved student academic achievement; and
    - Is researched-based and standards-based.

Annual Professional Requirement

Each licensed employee shall receive a minimum of thirty-six (36) hours of PD annually to be fulfilled between June 1 and May 31, the District may require a licensed employee to receive more PD than the minimum when necessary to complete the licensed employee's PGP. All licensed employees are required to obtain thirty-six (36) hours of approved PD each year over a five-year period as part of their licensure renewal requirements. PD hours earned in excess of each licensed employee's required number of hours in the designated year cannot be carried over to the next year.

Licensed employees who are prevented from obtaining the required PD hours due to their illness or the illness of an immediate family member as defined in A.C.A. § 6-17-1202 have until the end of the following school year to make up the deficient hours. Missed hours of PD shall be

made up with PD that is substantially similar to that which was missed and can be obtained by any method, online or otherwise, approved by ADE. This time extension does not absolve the employee from also obtaining the following year's required hours of PD. Failure to obtain required PD or to make up missed PD could lead to disciplinary consequences, up to termination or nonrenewal of the contract of employment.

Documentation

To receive credit for his/her PD activity, each employee is responsible for obtaining and submitting documents of attendance, or completion for each PD activity he/she attends that is not provided by PCSSD. Documentation is to be submitted to the building principal or designee. The District shall maintain all documents submitted by its employees that reflect completion of PD programs, whether such programs were provided by the District or an outside organization.

Employees who do not receive or furnish documentation of the required annual PD jeopardize the accreditation of their school and academic achievement of their students. Failure of an employee to receive his/her required annual hours of PD in any given year, unless due to illness as permitted by law, ADE Rule, and this policy, shall be grounds for disciplinary action up to and including termination.

Out-of-District professional development documentation must be submitted for credit within sixty (60) days of completion. There is a limit of eighteen (18) AR Ideas hours applicable to the yearly sixty (60) hours; twelve (12 of which must be related to teachers individual PGP unless pre-approved by the Director/Coordinator of Professional Development.

An employee may not receive both professional development credit and pay/stipend. The employee must select either professional development credit OR pay/stipend (if it is an option).

Off-Contract/Flex Professional Development

Off-Contract/Flex PD hours are paid contracted days in which an employee is allowed to substitute PD activities, different than those offered by the District **or** is allowed to attend PD at some other time in the calendar year to substitute for paid contracted day(s), but are still aligned to the employee's Individual Improvement Plan, Professional Growth Plan, or the school's ACSIP.
The District in collaboration with the Certified PPC will determine which paid contracted days will be identified as off-contract/flex PD hours on the District calendar.

The District shall determine in collaboration with the Professional Development Committee on an annual basis how many, if any, flex hours/off-contract hours of PD it will allow to be substituted. The District administration and the building principal have the authority to require attendance at

specific PD activities which are related to the employee's PGP or the school's ACSIP.

Employees must receive approval from their immediate supervisor and the Director of Professional Development for activities they wish to have qualify for off-contract/flex PD hours. To the fullest extent possible, PD activities are to be scheduled and attended such that teachers do not miss their regular teaching assignments.

Six (6) approved off-contract/flex hours credited toward fulfilling the licensed employee's required hours shall equal one (1) contract day. To receive credit for his/her PD activity, each employee is responsible for obtaining and submitting documents of attendance, or completion for each PD activity he/she attends that is not provided by PCSSD. Documentation is to be submitted to the building principal or designee.

PD Hours Above the State/District Requirement

Hours of PD earned by an employee that are not at the request of the District and are in excess of the employee's required hours, or not pre-approved by the building principal, shall not be credited toward fulfilling the required number of contract days for that employee. Hours earned that count toward the licensed employee's required hours also count toward the required number of contract days for that employee. Employees shall be paid their daily rate of pay for PD hours earned at the request of the District that necessitate the employee work more than the number of days required by their contract.

Missed PD Hours/Make-up

Teachers and administrators who miss part or all of any scheduled PD activity they were required to attend, must make up the required hours in comparable activities, which are to be pre-approved by the employee's appropriate supervisor.

Professional Development Requirements

To the extent required by ADE Rules, employees will receive up to six (6) hours of educational technology PD that is integrated within other PD offerings, including taking or teaching an online or blended course.

The following PD shall count toward a licensed employee's required PD hours to the extent the District's or school's PDP includes such training, is approved for flex hours, or is part of the employee's PGP and it provides him/her with knowledge and skills for teaching:

- Students with intellectual disabilities, including Autism Spectrum Disorder;
- Students with specific learning disorders, including dyslexia;
- Culturally and linguistically diverse students;
- Gifted students.

Beginning in the 2013-14 school-year and every fourth year thereafter, all mandated reporters and licensed personnel shall receive two (2) hours of PD related to child maltreatment required under A.C.A. § 6-61-133(d)(e)(2). For the purposes of this training, "mandated reporters" includes school social workers, psychologists, and nurses.

Beginning in school-year 2014-15 and every fourth year thereafter, teachers shall receive two (2) hours of PD designed to enhance their understanding of effective parental involvement strategies.

Beginning in school-year 2014-15 and every fourth year thereafter, administrators shall receive two (2) hours of PD designed to enhance their understanding of effective parental involvement strategies and the importance of administrative leadership in setting expectations and creating a climate conducive to parental participation.

By the end of the 2014-15 school-year, teachers shall have received professional awareness on the characteristics of dyslexia and the evidence-based interventions and accommodations for dyslexia .

Beginning in the 2015-16 school-year and every fourth year thereafter, all licensed personnel shall receive two (2) hours of PD in teen suicide awareness and prevention, which may be obtained by self-review of suitable suicide prevention materials approved by ADE.

Beginning in the 2016-17 school-year and every fourth year thereafter, teachers who provide instruction in Arkansas history shall receive at least two (2) hours of PD in Arkansas history as part of the teacher's annual PD requirement.

Teachers' PD shall meet the requirements prescribed under the Teacher Evaluation and Support System (TESS) including AR IDEAS courses and graduate courses.

Beginning in the 2018-19 school-year and every year thereafter, teachers will receive thirty (30) minutes of Human Trafficking professional development under A.C.A. § 6-17-710.

Human Trafficking (Yearly)

(a) Each year, a school district shall make available to licensed personnel thirty (30) minutes of professional development on:

(1) Recognizing the warning signs that a child is a victim of human trafficking; and

(2) Reporting a suspicion that a child is a victim of human trafficking.

(b) The Department of Education or another person, firm, or corporation designated by the department shall develop and administer the professional development under subsection (a) of this section.

(c) The professional development under this section shall count toward the satisfaction of requirements for professional development in the Standards for Accreditation of Arkansas Public Schools and School Districts and for licensure requirements for licensed personnel.

Antibullying(Yearly)

All licensed personnel shall receive training related to compliance with the District's antibullying policies.

Active Shooter Drill and School Safety Assessment Training (Yearly)

Districts are required to annually provide active shooter drill and school safety assessment training for all of its employees and, to the extent practicable, students, in collaboration with local law enforcement and emergency management personnel. Since this is statutorily required training (PD), employees get to count it toward their annual required hours.

Administrator (Yearly)

For each administrator, the thirty- six (36) hour PD requirement shall include training in data disaggregation, instructional leadership, and fiscal management. This training may include the Initial, Tier 1, and Tier 2 training required for Superintendents and other designees by ADE's Rules Governing the Arkansas Financial Accounting and Reporting System and Annual Training Requirements.

Building level administrators shall complete the credentialing assessment for the teacher evaluation PD program prior to conducting any summative teacher evaluations.

AED Training

Anticipated rescuers shall receive training in cardiopulmonary resuscitation and the use of automated external defibrillators as required by ADE Rule. Such training shall count toward the required annual hours of PD.

Athletic Coaches (Once every three years)

At least once every three (3) years, persons employed as athletic coaches shall receive training related to the recognition and management of concussions, dehydration, or other health emergencies; students' health and safety issues related to environmental issues; and communicable diseases. The training may include a component on best practices for a coach to educate parents of students involved in athletics on sports safety.

Advance Placement

Teachers required by the superintendent, building principal, or their designee to take approved training related to teaching an advance placement class for a subject covered by the College Board and Educational Testing Service shall receive up to thirty (30) hours of credit toward the hours of PD required annually.

Classroom Prep

Licensed personnel may earn up to twelve (12) hours of PD for time they are required to spend in their instructional classroom, office or media center prior to the first day of student/teacher interaction provided the time is spent in accordance with state law and current ADE rules that deal with PD. Licensed personnel who meet the requirements of this paragraph, the associated statute, and ADE Rules shall be entitled to one (1) hour of PD for each hour of approved preparation.

Graduate Level College Course

Licensed personnel shall receive five (5) PD hours for each credit hour of a graduate level college course that meets the criteria identified in law and applicable ADE rules. A maximum of fifteen (15) such hours may be applied toward the thirty-six (36) hours of PD required annually for license renewal.

Alternative Learning Environments

In addition to other required PD, personnel of Alternative Learning Environments shall receive PD on classroom management and on the specific needs and characteristics of students in alternative education environments.

Appropriate Use of Restraint and Seclusion

District administrators as well as licensed personnel selected by the superintendent or building principal shall receive training on the appropriate use of restraint and seclusion in accordance with ADE's Advisory Guidelines for the Use of Student Restraints in Public School or Educational Settings.

Approved PD activities may include:

- Conferences/workshops/institutes;
- Mentoring/peer coaching;
- Study groups/learning teams;
- National Board for Professional Teaching Standards Certification;
- Distance and online learning including ArkansasIDEAS;
- Internships;
- State/district/school programs;
- Approved college/university course work;
- Action research; and
- Individually guided (to be noted in the employee's PGP).

Approved PD activities that occur during the instructional day (if used to make up a missed scheduled PD after taking a sick day) or outside the licensed employee's annual contract days may apply toward the annual minimum PD requirement.

PD activities shall relate to the following areas:

- Content (K-12);
- Instructional strategies;
- Assessment/data-driven decision making;
- Advocacy/leadership/fiscal management;
- Systemic change process;
- Standards, frameworks, and curriculum alignment;
- Supervision;
- Mentoring/peer coaching;
- Next generation learning/integrated technology;
- Principles of learning/developmental stages/diverse learners;
- Cognitive research;
- Parent involvement/academic planning and scholarship;
- Building a collaborative learning community;
- Student health and wellness; and
- The Code of Ethics for Arkansas Educators.

Additional activities eligible for PD credit, as included in the District, school, and licensed employee's PGP, include:

- School Fire Marshall program (A.C.A. § 6-10-110);
- Tornado safety drills (A.C.A. § 6-10-121);
- Literacy assessments and/or mathematics assessments (A.C.A. § 6-15-420);
- Test security and confidentiality (A.C.A. § 6-15-438);
- Emergency plans and the Panic Button Alert System (A.C.A. § 6-15-1302);
- Teacher Excellence and Support System (A.C.A. § 6-17-2806);
- Student discipline training (A.C.A. § 6-18-502);
- Student Services Program (A.C.A. § 6-18-1004);
- Training required by ADE under academic, fiscal and facilities distress statutes and rules; and
- Annual active shooter drills (6-15-1303).

Notes: There are special rules that apply to part time employees who teach adults or are high school equivalency Test examiners. Since such employees apply to very few districts, they are not included in this policy. PD for such employees is covered under 7.04 of the rules and A.C.A. § 6-17-706.

Cross References: Policy 3.50—ADMINISTRATOR EVALUATOR CERTIFICATION
Policy 4.37—EMERGENCY DRILLS

Legal References: Arkansas State Board of Education: Standards of Accreditation 15.04
ADE Rules Governing Professional Development
ADE Rules Governing the Arkansas Financial Accounting and Reporting System and Annual Training Requirements
ADE Rules Governing Student Special Needs Funding
ADE Advisory Guidelines for the Use of Student Restraints in Public School or Educational Settings
A.C.A. § 6-10-121
A.C.A. § 6-10-122
A.C.A. § 6-10-123
A.C.A. § 6-15-404(f)(2)
A.C.A. § 6-15-420
A.C.A. § 6-15-426(f)(g)(h)
A.C.A. § 6-15-438
A.C.A. § 6-15-1004(c)

A.C.A. § 6-15-1302

A.C.A. § 6-15-1303

A.C.A. § 6-15-1703

A.C.A. § 6-16-1203

A.C.A. § 6-17-703

A.C.A. § 6-17-704

A.C.A. § 6-17-708

A.C.A. § 6-17-709

A.C.A. § 6-17-2806

A.C.A. § 6-17-2808

A.C.A. § 6-18-502(f)

A.C.A. § 6-18-514(f)

A.C.A. § 6-20-2204

A.C.A. § 6-20-2303 (15)

A.C.A. § 6-41-608

A.C.A. § 6-61-133

Date Adopted:

Last Revised:

EMPLOYMENT, ASSIGNMENTS AND DUTIES

LICENSED PERSONNEL EMPLOYMENT

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

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

All prospective employees must fill out an application form provided by the District, in addition to any resume provided; all of the information provided is to be placed in the personnel file of those employed.

If the employee provides false or misleading information, or if he/she withholds information to the same effect, it may be grounds for dismissal. In particular, it will be considered a material misrepresentation and grounds for termination of contract of employment if an employee's licensure status is discovered to be other than as it was represented by an employee or applicant, either in writing on application materials or in the form of verbal assurances or statements made to the school district.

It is grounds for termination of contract of employment if an employee fails a criminal background check or receives a true report on the Child Maltreatment Central Registry check.

Before the Superintendent may make a recommendation to the Board that an individual be hired by the District, the Superintendent or his/her designee shall check the Arkansas Educator Licensure System to determine if the individual has a currently suspended or revoked teaching license. An individual with a currently suspended license or whose license has been revoked by the State Board of Education is not eligible to be employed by the District; this prohibition includes employment as a substitute teacher, whether directly employed by the District or providing substitute teaching services under contract with an outside entity.

The District is an equal opportunity employer and shall not discriminate on the grounds of race, color, religion, national origin, sex, pregnancy, sexual orientation, gender identity, age, disability, or genetic information.
Inquiries on nondiscrimination may be directed to the Division of Equity and Pupil Services, who may be reached at 501-234-2000.

For further information on notice of non-discrimination or to file a complaint, visit http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm; for the address and phone number of the office that serves your area, or call 1-800-421-3481.

EMPLOYMENT OF VETERANS

In accordance with Arkansas law, the District provides a veteran preference to applicants who qualify for one of the following categories:
a veteran without a service-connected disability;
a veteran with a service-connected disability; and
a deceased veteran's spouse who is unmarried throughout the hiring process.

For purposes of this policy, "veteran" is defined as:
A person honorably discharged from a tour of active duty, other than active duty for training only, with the armed forces of the United States; or
Any person who has served honorably in the National Guard or reserve forces of the United States for a period of at least six (6) years, whether or not the person has retired or been discharged.

In order for an applicant to receive the veterans preference, the applicant must be a citizen and resident of Arkansas, be substantially equally qualified as other applicants and do all of the following:
Indicate on the employment application the category the applicant qualifies for;
Attach the following documentation, **as applicable**, to the employment application:
Form DD-214 indicating honorable discharge;
A letter dated within the last six months from the applicant's command indicating years of service in the National Guard or Reserve Forces as well as the applicant's current status;

- Marriage license;
- Death certificate;
- Disability letter from the Veteran's Administration (in the case of an applicant with a service-related disability).

Failure of the applicant to comply with the above requirements shall result in the applicant not receiving the veteran preference; in addition, meeting the qualifications of a veteran or spousal category does not guarantee either an interview or being hired.

PROMOTION AND TRANSFER POLICY

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

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

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

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

Posting of Vacancies

1. Vacancies shall be posted on the District website.
2. The recall of all appropriate teachers who are laid-off shall occur before the posting of any vacancy in the affected teacher's certification area(s).
3. The voluntary transfer policy shall be followed to fill positions.
4. Vacancies occurring after the teacher report day will be posted as a temporary one-year position.

5. Posting shall occur within five (5) days after the Human Resources Division receives a signed resignation.

6. Postings shall contain listings of schools, positions available, and if applicable, qualifications to be met for administrative positions.

7. A posted position will remain open ten (10) days from the date of the vacancy; or in an emergency situation will remain open (5) days from the date of the vacancy.

Voluntary Transfer Request Procedure

1. Teachers desiring a transfer must apply online and submit a current PCSSD employee application.

    a. Online in-district applications are found at www.pcssd.org. Click on the careers tab and then click the tab for the application for current PCSSD employees. Complete the current PCSSD employee application and submit to each open position in which you are qualified and wish to be considered.

    b. Upon receipt of the in-district application, the administrator or hiring manager will contact the employee for an interview.

    c. The in-district employee must meet minimum qualifications per job posting.
    The in-district transfer application will remain active for a minimum of one (1) year of the application date.

2. No in-district voluntary transfers will be granted after July 1 without the approval of the building administrators and the Director of Human Resources.

Involuntary Transfer

1. In determining an involuntary transfer of teachers from one school to another, a review of each particular school situation must be conducted and will be based upon any of the following:

    a. The District Affirmative Action Transfer Procedure (see Appendix) and/or goals.

    b. Program needs and/or changes.

    c. Enrollment changes due to student population shifts.

2. The involuntarily transferred teacher(s) will be identified based upon their District seniority and certification area or endorsement.

3. The involuntary transfer(s) identification procedure will be implemented as follows:

    a. Attrition and volunteers will be used to achieve the desired reduction in an effort to avoid involuntary transfers.

    b. If there are more teachers who volunteer to transfer than is necessary, then the most senior eligible teacher(s) will be identified to achieve the necessary reduction in force.

    c. If involuntary transfers are necessary, the teacher who has the least seniority in a certification area or endorsement in the affected program shall be transferred.

    d. No teacher will be allowed to volunteer to be involuntarily transferred if they are currently on an Individual Improvement Plan or the Intensive Track.

4. When the specific involuntarily transferred teacher(s) has been identified, the principal or immediate supervisor will personally inform the teacher in writing the reason(s) why the teacher is being involuntarily transferred.

5. To acknowledge receipt of the notification, the involuntarily transferred teacher will sign a copy of the written notice.

6. Beginning May 1 each year, volunteers and involuntarily transferred teachers will be assigned accordingly by District seniority by the Human Resources Division to existing vacancies or to vacancies as they occur for which they are qualified and certified.

7. When it becomes necessary to assign a permanent teacher in a one-year temporary assignment at a school, the teacher will be placed in the involuntary transfer pool in May of the following year to be assigned.

Rights of Involuntarily Transferred Teacher

1. Teachers who have been involuntarily transferred will be assigned to a position prior to routine teacher assignments.

2. Should a position become available, involuntarily transferred teachers shall be given the opportunity to relocate to their original school should a vacancy occur prior to August 1.

3. After August 1 involuntarily transferred teachers may not relocate to their original school until the following school year.

4. Involuntarily transferred teachers must provide written notification of intent to return to their original school by May 1 to the Director of Human Resources.

5. Involuntarily transferred teachers will be assigned to a position for which they are certified prior to employment of outside candidates.

Transfer to Extended Contract Position

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

2. Posting of vacancies for positions that involve extended contracts will be posted on the District website.

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

Awarding of Position

1. Transfer requests of teachers will be given priority consideration, prior to employment of outside applicants.

2. The Board recognizes that District affirmative action goals must be met in all the terms of this Policy.

3. After the position has been filled, the teacher(s) requesting to transfer who interviewed for the position shall be advised within five (5) days by the principal that the position has been filled.

Promotion with Supplemental Contract

1. The filling of vacant positions via promotion which exclusively involve supplemental contracts such as Middle School Band Director to Senior High Band Director, or Assistant Football Coach to Head Football Coach, shall be filled from the ranks of qualified internal applicants when she/he is determined to be the best qualified candidate from the applicant pool.

2. When it is determined that a tie exists with regard to the selection of the most qualified candidate, the administrator or hiring manager will make the final decision.

3. Posting of vacancies for positions that involve supplemental contracts will be posted on the District website.

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

Promotion to Administrative Position

1. Priority consideration will be given to qualified internal applicants for vacant administrative positions before the District employs an external applicant following the "*Promotion &*

Employment Guidelines for Above Entry Level Positions" found in the Appendix of this Policy.

2. Posting of vacancies for positions that involve administrative positions will be posted on the District website.

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

Administrative Staff Assignments and Transfers

1. All administrators are subject to lateral transfer at the direction of the Superintendent.

2. Any involuntary transfer which results in a demotion will be accompanied by a written explanation from the Superintendent.

3. When a vacancy occurs, District personnel will be given first consideration over outside applicants.

RE-EMPLOYMENT OF LICENSED EMPLOYEES

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

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

SEPARATION OF EMPLOYEES

Termination and non-renewal of licensed employees are governed by statutes in Arkansas. See, A.C.A. §§6-17-1501, et seq., for licensed employees, and §§6-17-1701, et seq., for classified employees.

Therefore, the District will comply with the aforesaid statutes in its dealings with its licensed employees. Any employee with questions about the content of any pertinent statute may inquire at the Superintendent's office where every reasonable effort will be made to respond quickly and accurately.

REDUCTION IN FORCE

ADMINISTRATORS:

Layoff

1. The Superintendent will recommend and the Board will approve the classifications and number of positions to be reduced

2. The Executive Director of Human Resources will provide the Superintendent with a list of certified employees to be reduced ranked by administrative seniority.

3. The list prepared in item two (2) will be used to identify the person(s) with the least seniority within each administrative position that will be affected by the District's layoff plans.

4. The following applies to administrators that previously held a position within the District:

a) An affected administrator is eligible to "bump" into any lower level job previously held by the affected administrator, provided the affected administrator has more cumulative seniority in previous and any higher-level position(s) than the least senior employee in that job position.

b) When the affected administrator bumps into an equal or a lower graded job position, the administrator with the least seniority within that position will be bumped. Each administrator who is bumped from a job position may likewise bump into any lower graded job position previously held by that employee. This process will be repeated until the administrator with the least seniority within a position has been absorbed in a lower graded job position or has been laid off.

c) Administrators shall not "bump" a teacher.

Recall

1. As vacancies occur in each job position, the administrators displaced or laid off from those job positions will be recalled to them in reverse order by seniority. An individual may not be recalled to a higher position.

2. A recall notification will be hand-delivered or mailed to a displaced or laid off employee's last known address. It is the responsibility of the employee to keep the District advised of his or her current address.

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

TEACHERS:

Attrition

1. Any reduction in the number of positions in the District should be affected when possible through attrition.

2. For purposes of this section, "attrition" means the creation of a vacant position through the resignation, retirement or death of a full time or part time teacher.

Layoffs

1. In the event that a reduction of teaching personnel becomes necessary, layoffs will be made in reverse order of District seniority by certification area in which staff reductions are made.

2. An affected teacher is eligible to "bump" a teacher with less seniority provided the affected teacher is certified to teach that position.

3. Each teacher who is bumped may likewise bump. This process will be repeated until the teacher with the least seniority within a position has been absorbed or has been laid off.

4. Administrators shall not "bump" a teacher.

5. The Board shall make no new appointments while there are eligible individuals on the recall list.

Recall

1. A seniority list will be maintained by certification area(s).

2. Teachers who are laid-off are entitled to be recalled in order of District seniority as vacancies occur in areas in which they are certified.

3. The District shall grant laid-off teachers recall rights unless specifically waived in writing by the teacher.

4. The District shall grant recall rights to a similar supplemental contract position to teachers who are reassigned or removed from a supplemental contract(s) as a result of a reduction in force.

5. A teacher holding an extended contract position who is reassigned or removed from that position as a result of a reduction in force shall have recall rights to a similar extended contract position.

6. A laid-off teacher may not receive a promotion or an extended contract, beyond that which he/she held prior to the reduction in force, by reason of the recall procedures.

7. Notice of recall will be hand-delivered or sent by certified/return receipt requested mail to the laid-off teacher's last known address on file in the Human Resources Division.

    a. When a teacher is recalled to a position, they must accept the position within 24 hours of receiving notification or he/she will forfeit his/her recall rights.

    b. The Executive Director of Human Resources or designee will place a laid-off teacher back onto the recall list according to seniority in that certification area, if the teacher can justify to the Assistant Superintendent's satisfaction, why she/he was unavailable to respond to the recall notice.

8. It is the responsibility of each teacher on layoff status to keep the Human Resources Division informed of his/her current address and telephone number.

9. A teacher notified of recall who accepts the position and, if under a current contract to another school district, must provide the District with proof of release of contract from that school district, within fifteen (15) days from the date the recall notice is mailed.

10. Failure to accept the position or to provide the proof of release of contract will result in loss in recall rights.

11. Any teacher reemployed by recall will be paid at the prevailing rate of pay and receive prevailing benefits appropriate to the position, the teacher's qualifications, and credited experience at the time of layoff.

12. Experience obtained during the time of layoffs shall be credited in accordance with Board Policy.

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

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

Retraining

1. A laid-off teacher may, during the term of the lay-off and prior to recall, obtain additional certification to broaden the opportunity for recall.

2. The laid-off teacher must provide a copy of the new certification with additions to the Human Resources Division upon completion to obtain eligibility for recall in an additional certification area.

New School Staffing

1. In staffing a new school, all certified teachers in the District can apply, be interviewed, and be considered for any position for which they are certified.

2. Seventy-five (75%) percent of the regular certified teaching positions needed to initially staff a new school must be selected from within the District.

3. A maximum of twenty (20%) percent of the staff for the new District school will be selected from any one (1) District school.

4. If requests to transfer to the school are not sufficient to meet the requirements of this Policy, the percentages specified above may be disregarded.

5. Transfer requests received ten (10) days after posting will not be considered until eligible involuntary transfers are assigned.

Staffing Allocations

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

Affirmative Action

1. The Board's goal is to maintain a racially balanced certified staff in each school and to seek to recruit and retain identifiable minorities.

2. The Office of Desegregation will conduct an annual review of the District's Affirmative Action Transfer procedure and provide a monitoring report to the Human Resources Division.

School Conversions

1. When a current school is reconfigured, converted, or merged with another school, the staff at the school or schools involved will be given the choice of remaining in the reconfigured, converted, or merged school or being involuntarily transferred.

2. The involuntary transfer of teachers in such situations will follow Board Policy.

WORK LOAD

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

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

Planning/Lunch Period

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

Lunch Duty

1. Teachers will not be assigned lunch duty and for 100% of the student contact days will be provided a duty-free, uninterrupted lunch period equal to the time of the student lunch period, but in no case less than 30 minutes.
2. Secondary teachers working lunch duty will enter into a separate contract with the District as per A.C.A. 6-17-117 Noninstructional Duties and will be paid according to the supplemental salary schedule.
    A. The selection process will be voluntary and based on seniority from the most senior having priority to the least senior in that order. Payment will be made at the end of the each semester with the first payment being made prior to Winter Break and the second payment being made no later than the last teacher workday.
    B. If there are no teacher volunteers, the building principal will hire outside the building reaching out to the local community. Payment will be made based on hourly employment on a regular pay cycle.

Substitutes

1. The District agrees to maintain a list of qualified persons to serve as substitutes and who will perform the duties of absent teachers.

2. The teacher will be responsible for entering their absence(s) into the automated substitute management system no later than 6:00 a.m. on the day of the absence.

    a. After 6:00 a.m., the teacher will also notify the principal or designee of their absence(s) and submit the appropriate materials necessary to conduct classes in their absence.

    b. The teacher will submit an appropriate leave form within twenty-four (24) hours following their return to work.

    c. If the automated management system malfunctions or if a teacher is unable to utilize the system, the teacher will notify the principal or designee.

3. Principals will make an effort to secure qualified substitutes for long term assignments of ten (10) days or more.

Class Size

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

Non-Instructional Duties

1. Teachers will not exceed a maximum of sixty (60) minutes per week as per A.C.A.6-17-117.

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

3. Teachers will not be required to transport students in their personal vehicles for school business matters.

Daily Planning Period:

The District shall comply with A.C.A. § 6-17-114 Daily planning period.

The District will provide a minimum of two hundred (200) minutes each week for each teacher to

schedule time for conferences, instructional planning, and preparation for all classroom teachers employed by the school district.

Planning time shall be in increments of no less than forty (40) minutes during the instructional time unless a teacher submits a written request to be allowed to have his or her planning time scheduled at some time other than during the student instructional day.

A teacher who does not receive his or her planning time during the instructional day for reasons other than occasional, not regularly scheduled field trips, fire drills, or bomb scares shall be compensated at his or her hourly rate of pay for each missed planning period.

Lesson Plans

1. Teachers may be required to turn in lesson plans.
2. A teacher will develop written lesson plans weekly.
3. Teachers will make lesson plans available for viewing upon request from an administrator.
4. If the teacher is absent he/she will make available materials needed for the substitute teacher to conduct the activities of the day.

Class Sanctity

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

CONTRACT ADDENDUM: VOLUNTARY TEACHING AND/OR EXTRA DAILY STUDENTS

1. A teacher is not required to use his/her prep period in order to teach more than the one hundred fifty (150) students daily maximum so long as each class period does not go above thirty (30) students. Entering into an addendum with the District is strictly voluntary on the part of the employee.

2. District agrees to pay Teacher for the loss of Teacher's preparatory period in the amount of his/her hourly rate of pay based on the current teachers' salary schedule;

3. District agrees to pay Teacher for those students who enroll and attend Teacher's class that are in excess of the Standard's maximum daily number of students at the per student per day amount which will be based on the following formula:
    a. Take the base contract salary and divide it by the number of days in the contract to determine the teacher's daily rate of pay and divide the teacher's daily rate of pay by one hundred fifty (150) to find the per student per day rate. The Teacher will then be paid the resulting per student amount multiplied by the number of students over one hundred fifty (150) that the teacher has enrolled each day.
4. District agrees to pay Teacher his/her hourly rate of pay based on the current teachers' salary schedule.
5. This addendum between District and Teacher is in addition to and separate from any other contract between District and Teacher;
6. Teacher understands that this agreement is not covered by the Teacher Fair Dismissal Act of 1983 (A.C.A. § 6-17-1501 et seq.); and
7. District and Teacher agree that this addendum shall be effective for the current semester and that future semesters shall require District and Teacher to enter into a new addendum.

Legal References: A.C.A. § 6-17-114
A.C.A. § 6-17-812

Date Adopted:
Last Revised:

PARENT/TEACHER COMMUNICATION

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

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

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

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

<u>Grading Period Procedures and Parent Conference Days</u>

1. For the first, second and third grading periods, teachers will be required to turn in grades two (2) business days before report card distribution.

2. For the fourth grading period, teachers will not be required to turn in grades for students through grade eleven (11) upon teacher check-out and teachers who teach seniors will turn in seniors' grades prior to graduation practice.

3. Parent Conferences will be scheduled District-wide in accordance with Arkansas State Standards following the first and third nine-week grading periods and before the first interim report for purposes of reviewing academic progress to include Academic Improvement Planning (AIP) if applicable.

    a. Teachers will send written notice to parents stating the time that teachers are available to meet for parent conferences.

b. Conference Forms will be kept on file to document parent participation or non-participation in conferences.

c. Multiple attempts must be made to contact the parent for a conference.

d. Parents attending conferences will be asked to sign a Conference Form.

e. A parent that does not respond or cannot attend the conference will be sent the Conference Form for comments and signature.

f. Conference Forms will be kept on file to document parent participation or non-participation in conferences.

4. Faculty meetings will not be held on these days.

FACULTY MEETINGS

Administration may schedule a regularly monthly faculty meeting. These meetings will be mandatory. If an employee is unable to attend, he or she must notify his or her immediate supervisor. The employee is responsible for getting the information missed in the faculty meeting.

Employees are expected to attend a reasonable number of faculty meetings.

Emergency meetings may be called when necessary. All employees are expected to attend if possible.

Administration is encouraged to use technology in lieu of face-to-face faculty meetings when possible.

Employees are encouraged to attend non-mandatory District sponsored institutes and meetings organized and conducted for their benefit.

ALTERNATIVE METHOD OF INSTRUCTION (AMI)

The Superintendent has the sole discretion to decide whether to cancel classes and whether to close the District due to exceptional or emergency circumstances such as: a contagious disease outbreak, inclement weather, or other acts of God; or a utility outage. Announcements regarding cancellation of classes and closing the school district will be made on local radio/television stations and by using the Alert Now contact numbers. The announcement will make clear whether the decision is simply to cancel classes, or ~~also~~ to close the District, or both. The Superintendent shall use his best efforts to make and announce this decision prior to 6:00 a.m.

The District will provide employees with a copy of the current AMI procedures at the beginning of the year.

An online inclement weather form will be available to record duties from inclement weather days.

- A separate form must be completed for each inclement weather date.
- All completed forms will be sent directly to school administrators for records.
- Failure to record duties and submit the inclement weather form each day will result in an absence being submitted on the employee's behalf.

All certified employees will follow the District's AMI plan.

- Teachers are responsible for uploading assignments into classrooms.
- The Student Handbook policy for make-up work will be followed for AMI days.
- AMI assignments not turned in on the due date will constitute a student receiving a zero and the teacher will enter an absence for that AMI day.

LEAVES AND ABSENCES

All employees are required to submit an absence to Willsub or the current substitute system.

Extended Leave of Absence

1. To obtain an extended leave of absence, an employee must make a request in writing to the superintendent of schools. In the letter requesting leave, the employee should state the reason for the leave, the dates the leave is to begin and end, and all other information related to the reason for the particular leave necessary to enable a decision to be made on granting or denying the leave request.

2. The Board of Directors grants leaves or extends leaves of absence upon the recommendation of the superintendent of schools. A leave of absence is granted for the balance of the semester or school year only. All such leaves are without pay. An employee desiring to extend a leave of absence for an additional semester or school year shall request the extension in writing to the superintendent at least thirty (30) days prior to the scheduled expiration of the leave.

3. In granting a leave, the Board of Directors signifies its intention to re-employee the person upon expiration of the leave; provided, however, that there must be a vacancy which, in the judgment of the superintendent of schools, the returning employee is qualified to fill.

4. An employee desiring to return from a leave of absence must indicate that desire in writing to the superintendent at least thirty (30) days prior to the scheduled expiration of the leave. An employee not requesting return in this manner shall be conclusively deemed to have voluntarily resigned employment without further action by the superintendent or school board.

5. Leaves are not granted for the purpose of pursuing other full-time employment. Any employee accepting full time employment during a leave of absence shall be conclusively deemed to have voluntarily resigned employment without further action by the superintendent or school board. This restriction does not apply to an employee whose leave is related to application of the district's reduction in force policy.

Sick Leave

1. For the purpose of this policy the following definitions shall apply:

a. Teacher – The term “teacher” means any full-time employee of the Pulaski County Special School District who is compelled by law to secure a license from the State Board of Education as a condition precedent to employment.

b. Immediate Family – The term “immediate family” means the teacher’s spouse, domestic partner, child, parent, brother, sister, grandchild, grandparent or any other relative if the relative lives in the same household as the teacher.

c. Sick Leave – The term “sick leave” means absence with full pay from one's duties for the reason of personal illness or illness of an immediate family member, family care and bereavement which includes making funeral arrangements and attending a funeral.

d. Accumulated Sick Leave – The term “accumulated sick leave” means the total number of days of unused sick leave that a teacher has to his/her credit.

2. An employee must report an absence as soon as possible after the fact of that absence becomes known to the employee. An absence must be reported by the employee by submitting the absence to Willsub or the current District substitute system or by phoning the building principal or designee no later than one hour prior to the time the first bell rings on a particular school day for the day from which the time is missed.

3. Each full-time certified employee under a written contract will accrue sick leave at the rate of one (1) day per month contracted, as per Ark. Code Ann. 6-17-1304 that will be credited as paid sick leave days at the beginning of each contracted year.

4. Teachers coming into the system during the academic school year will accumulate sick leave at the rate of one day for each month left in the contract year.

5. Unused sick leave shall accumulate from year to year up to a maximum of 125 sick 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.

4 If an employee uses more sick leave days than he or she has accrued, and the employee resigns or leaves his/her position for any reason before the end of the school term, the District may deduct from his/her last paycheck full compensation for any days of sick leave used in excess of the number of days earned.

7. Credit for leave accumulated shall be granted in the following manner as per A.C.A. 6-17-1206:

a. An employee from an Arkansas school district, education service cooperative, state education agency, or two-year college shall be granted credit by the District for any unused sick leave accumulated by the teacher in the former school district up to ninety (90) days.

b. The accumulated and unused sick leave credit shall be granted to the employee and designated as “sick leave” upon furnishing proof in writing from the former school district.

c. Sick leave of employees leaving the District will be transferred to the new district as “sick leave.”

8. Attendance Incentive - Each employee who has been employed by the District for a minimum of three (3) years who retires under the Arkansas Teacher Retirement System shall be paid the certified substitute teacher rate of pay for each sick leave day remaining at the end of the employee’s final year of employment with the District and will be paid per diem rate for any unused personal days.

a. Eligible employees shall be compensated for all unused sick leave and personal 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.

Shared Sick Leave Policy

Employees of the District can utilize each other’s accumulated sick leave.

An employee wanting to donate sick leave shall complete an online form and submit it to Human Resources. The form will identify the employee in need of sick leave and the number of days to be donated.

The employee in need of sick leave can receive up to ten (10) days of sick leave from other employees. Once he or she receives the maximum ten (10) days of sick leave, all other donations will be denied.

Personal Leave

1. Certified employees shall be granted two (2) paid leave days per year for personal reasons. These days shall be in addition to sick leave days credited.

2. Personal leave may not be taken on District-wide staff development days.

3. Personal leave may not be taken on parent/teacher conference days.

4. The principal/immediate supervisor will be given two (2) days' advance notice of the employee's intention to take a paid leave day with the exception of an emergency in which sick leave cannot be taken.

5. An employee needing a substitute will be responsible for entering his or her leave in WillSub or the district's current substitute system.

6. If, as determined by the Superintendent, the granting of personal leave requests would close a school, then the number of leave requests granted will be limited to the number of available substitutes.

7. However, in no case will approval for these leaves be granted to more than twenty-five percent (25%) of the certified staff assigned in a school on that day.

8. Unused personal leave will be added to the employee's sick leave balance at the end of each school year.

Jury Duty Leave

1. Certified employees who are summoned to jury duty will be granted paid leave upon presentation of the notice to service and will be responsible for submitting the absence to Willsub or the current District substitute system.

2. During such leave the employee will be considered in full-time daily attendance.

3. The employee will suffer no loss of salary, benefits, or other contractual advantage as a result of such leave.

Court Appearance Leave

1. Court appearance will be defined as an appearance for which a subpoena is issued by a federal, state, or local court.

2. Any certified employee subpoenaed for court appearance which prevents the accomplishment of regularly assigned responsibilities will be entitled to a temporary leave of absence without loss of pay or leave benefits upon presentation of the subpoena.

3. A copy of the subpoena shall be attached to the leave request.

Military Service in Time of War or Emergency

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

Military Leave/Civil Defense Leave/Public Health Leave

1. All employees in this District who are required to take leave of absence for the purpose of participating in the military training programs made available by the National Guard or reserve branches of the armed forces and all employees who are required to take leave of absence for the purpose of participating in the civil defense and public health training

programs made available by the United States Public Health Services will be entitled to such a leave of absence for a period of fifteen (15) days, plus necessary travel time in any school year

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

3. Such leave of absence will be in addition to the regular vacation time allowed the employee.

Professional Leave

1. Professional leave may be granted for a school related or sponsored activity directly related to professional improvement. Professional leave is granted to improve the instructional program or the professional operations of the District.

2. Employees directed by the District to attend educational programs will be reimbursed as outlined in the Business Procedures Manual.

3. Requests for professional leave must be submitted for approval to the immediate supervisor.

4. All professional leave must have the pre-approval of the immediate supervisor and the Division of Learning Services.
5. An employee needing a substitute will be responsible for entering his or her leave in WillSub or the district's current substitute system.

School Business Leave

1. School business leave requests may be granted for prior-approved school related or school sponsored activities that involve student participation.

2. School business leave requests must be submitted for approval to the principal/immediate supervisor no later than three (3) days before the leave is to be taken.

3. An employee needing a substitute will be responsible for entering his or her leave in WillSub or the district's current substitute system.

Injuries Incurred During the Performance of Duties – Leave

Worker's Compensation-Eligible Claims

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

    a. The immediate supervisor or designee will be responsible for reporting the incident in writing to the Executive Director for Human Resources or his designee.
    b. The foregoing will apply when an employee requires emergency medical treatment outside the District's normal business hours; however, in that event, the administrator will submit a report of the injury to the District on the District's next regular business day or when medically able.

2. The immediate supervisor will post a copy of form A7, A29, A32 and any other form(s) that must be filed for Worker's Compensation benefits.

3. Employees involved in such incidents will be responsible for preparing and filing of appropriate forms such as A7, A29 and A32.

4. Upon eligibility for Worker's Compensation, the employee will receive full salary, less the amount of Worker's Compensation benefits received for a period of such absence up to two (2) years from the date of injury.

5. No part of such absence will be charged to the employee's sick leave.

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

1. An employee injured in an assault or violent criminal act in the course of employment in the District will be granted leave at full pay until the employee is able to return to work. The employee will not draw Worker's Compensation or hold any other job during the time the District is paying full salary.

2. The leave will not exceed one (1) year from the date of the injury. Leave granted under this provision will not be charged to the sick leave of the employee.

3. The assault or criminal act must have been reported including the District incident report, and verified by the proper authority, i.e., immediate supervisor, police, etc.

4. To apply for the leave of absence, and thereafter at the request of the District after leave is granted, the employee must present a statement from a medical doctor stating that the employee is under care of a doctor, and that the employee is incapable, by reason of the personal injury sustained, to return to work.
    a. The doctor's statement must include an anticipated date of return to work.

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

Family Medical Leave Act

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

Eligible employees are entitled to:

- Twelve workweeks of leave in a 12-month period for:
    - the birth of a child and to care for the newborn child within one year of birth;
    - the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
    - to care for the employee's spouse, child, or parent who has a serious health condition;
    - a serious health condition that makes the employee unable to perform the essential functions of his or her job;
    - any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty"; or
- Twenty-six workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness if the eligible employee is the servicemember's spouse, son, daughter, parent, or next of kin (military caregiver leave).

Disability Leave

1. An employee who is believed incapable of performing his required duties due to a suspected disability may be requested to have an examination by a physician of the District's choice and at District expense upon the direct order of the Superintendent.
    a. If the employee contests the decision of the physician, the employee may select another physician for a second opinion.

b. If the second opinion differs from the first, the two physicians will name a third physician whose decision will be final.

2. The District will pay for all medical examinations, tests, and consultations associated with the process stated in a. and b. above.

3. In serious situations, the employee may be placed on disability leave with pay pending a medical decision regarding the employee's ability to perform.

4. If the employee chooses not to get the physical examination, the District may take the appropriate action deemed necessary by the Superintendent.

5. An employee with a disability who is unable to fulfill his job duties according to the physician's statement, may request leave, and upon exhaustion of accrued leave may apply for extended illness leave as needed.
6. Before returning to work, the employee may be required by the Superintendent to have an examination by a physician of the District's choice and at District expense.

7. If a dispute arises regarding the employee's fitness to return to work, the procedure used in 1.a. and b. above will be used.

8. The District will pay for all examinations conducted in connection with the employee's request to return to work under this section.

Public Service Leave without Pay

1. Employees may be granted an unpaid leave of absence for the purpose of serving in elective or appointive office.

2. Such leave will be for a period of time not less than the full term of the office, term of the legislative session or position held.

3. When the leave is for one (1) work year or more, then upon expiration of leave, the employee will continue to accrue salary experience credit.

4. All other rights and benefits will be restored to the employee as fully as though such leave had never been taken.
5. Seniority will accrue while on leave during the period of leave.

6. Notification of intent to return from any leave without pay in excess of thirty (30) days must be sent by the employee to the Personnel Human Resources Division no less than ten (10) days before the expiration date of the approved leave. Failure to comply with this provision will be viewed as abandonment of position and may result in the termination of the employee on leave.

Voluntary Quit

Any employee who is absent from work for four (4) consecutive working days without notifying his or her 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.

12 MONTH EMPLOYEES: VACATION AND BOARD HOLIDAYS

Vacation

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

   a. Employees will receive fifteen (15) days per year.

2. Vacation leave will be advanced on July 1, of each year. Credit for vacation days will begin on the first day of the administrator's contract as follows:

   a. The unused portion of such leave will accumulate from year to year with a maximum carry-over of 30 days after June 30 of each year.

   b. After June 30, vacation days in excess of 30 days not used will be forfeited.

3. If an administrator does not have any accumulated vacation days other than the number of days credited at the beginning of the school year, and the administrator resigns or leaves his administrative position for any reason before the end of the school term then the District may deduct from his last paycheck full compensation for any days of vacation used in excess of excess of the number of days earned as referenced in sections 1-4 above.

4. Scheduling vacation will take into account the service requirements of the District. Requests for leave will be submitted in writing to the employee's immediate supervisor and approved by the supervisor and the Executive Director for Human Resources.

5. Administrators will be compensated for up to thirty (30) days of earned but unused vacation days upon separation from the District at a per diem rate.

Board Holidays

There are eight recognized legal holidays each year, namely:

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

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

*****Refer to District calendar.

SICK LEAVE BANK

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

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

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

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

Rules of Operation

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

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

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

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

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

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

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

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

SLB days will be granted monthly and only for the days already missed due to the catastrophic event stated on a member's request form. The member shall be required to provide a doctor's written verification stating when he/she is physically able to return to work.

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

again as long as the bank is considered to be solvent. The bank will be considered to be insolvent when the number of SLB days drops below one hundred fifty (150). When the SLB Committee determines more days are needed for the bank to remain solvent, the request for SLB days shall be broadcast in each building, and non-members shall be given the opportunity to enroll. A current SLB member's failure to contribute at this time will result in termination as a bank member unless the employee is currently in the process of requesting days at the time the SLB becomes insolvent.

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

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

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

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

SICK LEAVE BANK (SLB) FORM

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

_____ _____

Date* Building Assignment

Check one: Classified _____ Licensed _____

_____ _____

Employee Signature Print Name

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

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

Sick Leave Bank Request Questionnaire

Name_____

Building _____ Position _____

Home address _____ City/zip code _____

Home phone _____ School phone _____

E-mail address _____

How many days are you requesting? _____

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

_____

_____

_____

What aspect of this condition requires immediate treatment? _____

_____

_____ If

condition is not an accident--

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

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

Yes, but it would make my life inconvenient.

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

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

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

_____ _____

Requesting Member's Signature Date

Sick Leave Bank Physician's Statement

Patient's Name _____

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

_____

_____

_____

_____

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

_____

_____

_____

_____

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

_____

_____

_____

_____

_____ _____

Physician's Signature Date

_____ _____

Physician's Name (Printed) Phone Number

AUTHORIZATION TO DISCLOSE HEALTH INFORMATION

Patient Name: _____

Health Record No.:_____

Date of Birth:_____

Social Security No.:_____

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

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

_____

ADDRESS:_____

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

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

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

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

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

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

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

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

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

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

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

_____ _____

Signature of Patient or Legal Representative Date

_____ _____

If Signed by Legal Representative, Relationship to Patient Signature of Witness

SHARED SICK LEAVE FORM

This is to indicate my desire to immediately transfer sick days to the following person: _____ a certified employee of the Pulaski County Special School District. I hereby agree to donate_____ day(s) of my sick leave and acknowledge that I will not receive the donated sick leave back from the District/employee above.

Employee Information

Print Employee Name _____

Employee Signature _____

Date _____

Building/Position _____

Recipient Information

Print Recipient Name _____

Building/Position _____

*All donated sick days for certified employees must be submitted within 10 days of the recipient's absence. Forms should be sent to the Department of Human Resources.

RETIREMENT AND RESIGNATIONS

RETIREMENT

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

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

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

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

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

RESIGNATIONS

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

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

DISCIPLINE AND GRIEVANCES

DISCIPLINARY ACTION

1. Orderly, responsible, and professional behavior by District employees is essential to maintain a quality educational environment. Such behavior is necessary both to enable the District to be managed efficiently and economically as custodian of taxpayer assets, and to establish and maintain good role models and examples for the students. Therefore, the right of the District, acting through the Superintendent and the building principals or equivalent immediate supervisors, to establish from time to time, and to enforce, rules and regulations regarding working practices, job performances, as well as personal conduct, appearance, and dress of employees is recognized, provided that such rules and regulations must be reasonable and consistent with these personnel policies.

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

3. Apart from specific rules, the obligation of each employee to conduct themself in relation to PCSSD employment in a manner which respects the persons, property, and dignity of others is recognized. PCSSD, acting through the superintendent, building principals, and other supervisors, acknowledges its obligation in directing its employees to do so in a manner that is not only consistent with the express terms of these personnel policies and the laws and ethical standards governing the teaching profession, but that also respects the dignity of the individual employees. For their part the individual employees are obligated by these policies to conduct themselves in a manner that respects the person, property, and dignity of each person with whom the individual employee comes in contact in relation to this employment. Alleged violations of this provision by the district may be challenged in the grievance procedure. Compliance by employees with this provision can be enforced by application of discipline.

4. It is also recognized that employee conduct away from and outside the workplace can have impact in the work and educational environment. When that impact is adverse, such conduct can be cause for discipline. Examples of such conduct would include, but not be limited to, violations of criminal laws, and violations of the policies governing sexual harassment, other discrimination, and fraternization with students.

5. No employee shall be disciplined without just cause. If an employee engages in conduct which is cause for discipline, the discipline may be by oral reprimand evidenced by

written notation in the employee's personnel file, written reprimand and warning letter in the employee's personnel file, disciplinary layoff without pay for a specific number of days (which shall be accompanied by a written warning), or discharge. The severity of the discipline will be determined by the office imposing the discipline, taking into consideration the circumstances of the case and the severity of the offense. It is expressly recognized that repeated minor misconduct will, after warning, become cause for more serious discipline, up to and including discharge.

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

GRIEVANCE PROCEDURE

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

Pursuant to Ark. Code Ann. 6-17-208 there shall be no reprisals of any kind against any individual who exercises his or her rights to file a grievance at any level of the grievance process. A grievance filed by an employee that alleges reprisal by another employee that is sustained will result in progressive discipline for the offender.

Informal Resolution

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

Level 1 – Immediate Supervisor

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

1. A copy of the grievance should be mailed or delivered to the immediate supervisor and it will include:

a. A statement setting forth the factual basis for the grievance and the section or sections of the policies allegedly violated.
b. Whether the employee wants representation, and if so, what type (i.e. personal attorney, AEA)

2. The immediate supervisor will meet with the grievant within five (5) days of the receipt of the grievance.

3. The immediate supervisor will render a written decision within five (5) days of the meeting.

Level 2 - Superintendent

1. If the grievant is not satisfied with the decision of the immediate supervisor, or if no decision has been made within five (5) days of the Level I decision, then the grievant may invoke a Level II grievance to the Superintendent within ten (10) days of the Level I decision.

2. The Superintendent and/or his designee will hold a Level II grievance hearing within seven (7) days of receipt of the transmittal.
   a. A written decision will be rendered within seven (7) days of the hearing.
   b. The Superintendent and/or his designee will furnish a copy of the decision to the grievant.

Level III - School Board

1. A grievant may elect to have his grievance heard by the Board pursuant to Ark. Code Ann. 6-17-208.

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 request an open or closed hearing.
   b. The grievant may be represented by a legal or paralegal counsel at his own expense.
   c. The grievant shall be provided ninety (90) minutes to present the grievance, unless a shorter time is agreed to by the employee. The Board, in its discretion, may grant

the grievant additional time if requested at the expiration of the initial ninety (90) minutes.

d. The District shall have ninety (90) minutes to respond to the grievance.
e. Both parties shall have the opportunity to present and question witnesses.
f. A decision by the Board will be rendered at the time of the hearing.
g. It will require five (5) Board member votes in order to overturn the Superintendent's decision.
h. The decision will be reduced to writing.
i. A copy of such decision will be furnished to the grievant.

Representation. References to an employee's representative or representation during the grievance process will be governed by Ark. Code Ann. 6-17-208, which grants the right of a party to be represented by a person of his or her own choosing, but not by a member of a party's immediate family at any level of the procedure.

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.

CONTRACTS AND COMPENSATIONS

OVERVIEW

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

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

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

CONTRACTS

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

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

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

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

1. Probationary Contracts

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

2. Non-Probationary Contracts

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

3. Supplemental Contract

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

4. Temporary Contracts

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

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

Return of Contract

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

Failure of an employee to return the signed 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.

Work Year

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

SALARY SCHEDULE PLACEMENT

Certified Teachers:

1. Teachers shall initially be placed on the column of the salary schedule in accordance with experience, academic credits earned, and degrees held at the time of employment.

    a. Newly hired teachers have until October 1 to submit documentation of experience, credits earned, and degrees held to the Human Resources Division. If hired after October 1, the teacher has 30 days to submit this documentation.
    b. Newly hired teachers may not receive pay until the following documentation, at a minimum, is received by the Human Resources Division:
        i. A valid, Arkansas teaching certificate
        ii. An official college or university transcript or e-transcript
        iii. A copy of Social Security Card
        iv. A copy of driver's license or other photo identification
        v. A completed application for membership in the Arkansas Teacher Retirement System
        vi. A copy of birth certificate
        vii. A completed I-9 Form
        viii. A Form W-4

2. Teachers who are under a written contract with a district or multiple districts for a minimum of 160 days during a school year shall receive a full year experience credit on the teacher salary schedule for each year.

3. The experience was acquired in a public or private Pre-K-12 school, and the teacher was certified.

4. The school(s), where the teacher was employed, was accredited by a regional accreditation agency or recognized by the Arkansas Department of Education.

5. Effective July 1, 2003, teachers currently employed in the District will be placed on the appropriate step based on prior years' experience in/out of the District and number of years in the District.

6. College teachers shall be granted experience credit on the teacher salary schedule in

accordance with 2 above, provided that all of the experience conditions are met as follows:

a. The individual held valid a Arkansas teaching license for the position being hired for during the applicable years of teaching tenure.
b. The teaching experience was on a full-time basis for a minimum of 160 days.

c. The teaching experience was acquired in an institution that is accredited by a regional accreditation agency.
d. These provisions are non-retroactive for teachers currently employed.

7. All documentation to meet the provisions of this section shall be the responsibility of the teacher.
8. Salary schedules will be posted on the District website.

Salary Advancement for Educational Credit

1. Effective July 1, 2003, the educational index on the teacher salary schedule will be four and eight-tenths (4.8%) percent of the previous lane.
2. Effective July 1, 2012, a teacher holding an Educational Specialist degree will receive an additional $1,000.
3. Effective July 1, 2012, advanced educational increments on the District's teacher salary schedule shall be based on the following:

a. Advanced credits must be graduate-level hours.

b. Graduate hours must be earned from an institution accredited by a regional accreditation agency or approved by North Central Association for Teacher Education.

c. Upon completion of requirements of the Master's degree, any graduate hours not included in the Master's program will be used for educational placement above the Master's degree.

4. Advancements on the salary schedule will be as follows:

a. Teachers eligible for advancement through graduate hours shall be advanced on the salary schedule following submission of initial proof by the teacher that the requirements have been met for the advancement. Documentation for submission of

initial proof shall be an official transcript.

b. The teacher's paycheck will reflect the salary advancement by October 15 for documentation submitted by October 1.

c. Teachers who miss the October 1 deadline to submit documentation will be paid the salary advancement at the beginning of the next school year.

Salaries Payable

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

    a. Prior to the distribution to eligible certified personnel FICA will be subtracted from the excess Educational Trust Fund total as determined in 3 above.
    b. The Educational Excellence Trust Fund will be computed as follows:
        i. The Educational Excellence Trust Fund distribution ratio of teacher and other certified personnel will be based on the number of teachers and other eligible certified personnel using the allocated FTE number in the annual Board approved budget.
        ii. the percentage increase to be applied to the base of the teacher salary schedule.

4. All salary increases will be effective July 1.
    a. All eligible teachers who worked under a written contract for 160 days will receive an experience step.
5. If a teacher is required to work more days than provided for under the teacher's contract, then the teacher's pay under the contract shall be increased proportionately so that the teacher will receive pay for each additional day the teacher is required to work at no less than the daily rate of pay to the teacher under the teacher's contract as per ACA 6-17-807.

Certified Administrators:

1. Newly hired administrators may not receive pay until the following documentation, at a minimum, is received by the Human Resources Division:

    a. A valid Arkansas teaching certificate;
    b. An official college or university transcript or e-transcript;
    c. A copy of social security card;
    d. A copy of driver's license or other photo identification;
    e. A completed application for membership in the Arkansas Teacher Retirement System;
    f. A copy of birth certificate;
    g. A completed I-9 form; and
    h. A completed W-4 form.

Salaries Payable

1. Salaries due and payable to an administrator hired after the first workday of the work year will be prorated, i.e., salary due equals scheduled annual salary, divided by the number of workdays times the remaining number of days in the work year.

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

All Certified Staff:

National Board Certification Incentive Pay

1. Certified employees who obtain National Board Certification will be paid an annual stipend of $3000 for each year the certification is valid.

2. Submission of proof shall be the National Board Certificate or official notification from the National Board of Professional Teaching Standards and shall be submitted to the Director of Human Resources.

3. The annual stipend will be paid in one (1) installment by June 1.

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.

COMPENSATION FOR ADDITIONAL WORK/SUPPLEMENTAL PAY

Certified Teachers:

Compensation for Activities

1. Teachers engaged in after-school activities will be compensated provided the activity is an event for which admission is charged.

    a. School activities will be supervised by volunteers.

    b. If attempts to secure sufficient voluntary help fail, teachers will supervise after-school activities with equitable assignments.

    c. Compensation will be computed in fifteen (15) minute intervals.

2. This provision excludes paid sponsors of student activities who are compensated on the supplemental salary schedule.

Department Chairperson

1. Each high school department will have a department chairperson.

2. Each middle school will have a department chairperson or each core area, for special education, and for each encore area.

3. A secondary teacher serving as a departmental chairperson for a minimum of two (2) FTE's or twelve (12) sections (including her/his own) shall be compensated per semester at the rate of $16.67 per section up to a maximum of $800.00 per year for departmental responsibilities.

    a. Payment will be made at the end of each semester with the first payment being made in January and the second payment being in June.

4. If a classroom teacher is assigned to more than one (1) department, the compensation to the departmental chairperson shall be prorated accordingly.

Homebound Instruction

1. Participation in the Homebound Instruction program shall be voluntary.

2. At the beginning of each school year, the Human Resources Division shall advertise to recruit applicants interested in filling a position as a homebound instructor.

3. The chosen applicants, who will work on an hourly basis, shall be paid their pro rata hourly rate.

4. Compensation will be computed in fifteen (15) minute intervals.

5. In the event that travel is required the reimbursement to the teacher shall be at the rate established in District Policy.

6. With the exception of 5 above, this section does not apply to permanently-assigned homebound instructors.

Summer School

1. Participation in the summer school program shall be voluntary.

2. Teaching positions in the program will be offered to District teachers before they are offered to other persons.

    a. Candidate selection and notification will be done through the Learning Services Division.

3. Guidelines concerning salary and teacher recruitment for summer school will be determined by the Learning Services Division each school year based on need.

Supplemental Salary for Extra Duty

1. The supplemental salary schedule shall:

    a. Be for duty beyond the regular school day.
    b. Be for continuing type duty.
    c. Provide compensation as per the supplemental salary schedule.
    d. Require performance guidelines for each activity to justify the amount of

supplement.

e. Be monitored and justified by immediate supervisor that performance has been accomplished and supplemental salary should be paid.

2. At any official school activity, improper student behavior as defined by District policies will not be considered as cause for sponsor dismissal, suspension or other punitive action unless the sponsor knowingly permits improper behavior or does not take reasonable disciplinary action when improper behavior is discovered.
3. Secondary teachers working lunch duty will enter into a separate contract with the District as per A.C.A. 6-17-117 Noninstructional Duties and will be paid according to the supplemental salary schedule.

    a. The selection process will be voluntary and based on seniority from the most senior having priority to the least senior in that order. Payment will be made at the end of ~~the~~ each semester with the first payment being made prior to Winter Break and the second payment being made no later than the last teacher workday.

4. All supplemental salaries will be paid with regular wages. No separate checks will be issued.

Extended Contracts

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

Saturday School Program/Elementary Detention

1. Should the Board continue to implement the Saturday School Program, the following guidelines will apply:

    a. Teacher participation in the Saturday School Program shall be voluntary.

    b. Principals may award the positions on an annual basis.

2. A Saturday School teacher will be compensated at the rate of sixty-five dollars ($65.00) per Saturday.
3. Elementary detention teachers will be compensated $25 an hour.

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

CONTRACT ADDENDUM: VOLUNTARY TEACHING AND/OR EXTRA DAILY STUDENTS

1. A teacher is not required to use his/her prep period in order to teach more than the one hundred fifty (150) students daily maximum so long as each class period does not go above thirty (30) students. Entering into an addendum with the District is strictly voluntary on the part of the employee.

2. District agrees to pay Teacher for the loss of Teacher's preparatory period in the amount of his/her hourly rate of pay based on the current teachers' salary schedule;

3. District agrees to pay Teacher for those students who enroll and attend Teacher's class that are in excess of the Standard's maximum daily number of students at the per student per day amount which will be based on the following formula:
    a. Take the base contract salary and divide it by the number of days in the contract to determine the teacher's daily rate of pay and divide the teacher's daily rate of pay by one hundred fifty (150) to find the per student per day rate. The Teacher will then be paid the resulting per student amount multiplied by the number of students over one hundred fifty (150) that the teacher has enrolled each day.
4. District agrees to pay Teacher his/her hourly rate of pay based on the current teachers' salary schedule.
5. This addendum between District and Teacher is in addition to and separate from any other contract between District and Teacher;
6. Teacher understands that this agreement is not covered by the Teacher Fair Dismissal Act of 1983 (A.C.A. § 6-17-1501 et seq.); and
7. District and Teacher agree that this addendum shall be effective for the current semester and that future semesters shall require District and Teacher to enter into a new addendum.

Legal References: A.C.A. § 6-17-114
A.C.A. § 6-17-812

Date Adopted:
Last Revised:

Certified Administrators:

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

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

Summer School

1. Participation in the summer school program will be voluntary.

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

Supplemental Contract

The supplemental contract will:

1. Apply to duties not contained in the job description.

2. Provide compensation as per the supplemental salary schedule.

3. Provide remuneration at the individual's daily rate of pay when service is required beyond contracted days.

DISTRIBUTION OF PAYCHECKS

Beginning July 1, 2015, all paychecks will be issued by Direct Deposit. Employees may obtain the Direct Deposit Authorization Form from the District's web site or from the office of their immediate supervisor. The authorization form must be submitted to the district's payroll office at least thirty days prior to the employee's first paycheck for the 2015-2016 school year.

The district will make available a pay card whereby an employee's paycheck can be direct deposited if a bank account is not available. Information regarding the pay card can be obtained from the district's web site or from the district's payroll department.

FRINGE BENEFITS

The District shall provide each eligible employee with insurance as follows:

1. Health Insurance for employees who work an average of thirty hours per week during their contracted days:
    a. The District shall pay a maximum of $272.80 per month per eligible employee for health insurance through the Arkansas Public School 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 supplemental insurance for employees who are expected to work at least nine hundred (900) hours per year and all contracted bus drivers:
    a. The District will attempt to provide a competitive benefits package with a mix of both employer-paid and voluntary employee benefit products which may include, but are not limited to, dental, vision, short-term disability, long-term disability, life insurance and accidental death and dismemberment insurance products. PCSSD will continue to fund this employee benefit package at an average cost per employee per month of at least $45.00.

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 authorizes the Superintendent to establish regulations controlling reimbursement of expenses incurred by personnel and District officials in carrying out their authorized duties. Persons who travel at District expense will exercise the same economy as a prudent person traveling on personal business and will differentiate between expenditures for business and those for personal convenience.

The requirements of this policy shall govern reimbursement for expenses related to travel and/or attendance at conferences and professional development activities incurred by district employees on behalf of the district. Employees are only eligible for reimbursement for travel expenses for travel which has been approved in advance. Original receipts must accompany all requests for reimbursement to the extent that such receipts are customarily available. For a receipt to be valid it should contain the name of the issuing company, the date, and the amount. No cash advances shall be made for travel. Mileage, lodging, and meal expenses will not be reimbursed when incurred for the personal convenience of the employee and not required by the reason for the travel. All airline travel will be economy class. The use of a charter airplane and helicopter service is not authorized or recognized as a legitimate travel expense.

To the extent practicable, employees shall have the district pay initial conference and professional development registration fees and associated necessary materials. In the occasional circumstances where this is not practical, the district shall reimburse the employee for such fees if they were authorized in advance and are supported with proper receipts.

The district will not reimburse expenses of any non-employee who accompanies the school board member or employee during his/her school related travel.

Reimbursable Expenses

Mileage that is driven for a district sanctioned purpose in an employee's personal vehicle shall be reimbursed provided appropriate documentation is submitted establishing the date and time, place, and purpose of the travel. Mileage shall be reimbursed at the current rate authorized by the state/IRS and shall be based on the shortest, most reasonable, route available.

A daily per diem rate will be paid for travel requiring overnight lodging. The General Service Administration (GAS) per diem rates established for destinations within the Continental United States for meals and incidental expenses will be used for reimbursement. Meals and incidental expenses for the first and last day of travel will be reimbursed at 75% of the daily per diem rate. There will be no meal reimbursement for one-day trips.

Meal expenses incurred by the superintendent or other administrators as necessary, in the performance of their duties when meeting with state officials or consultants may be reimbursed on a prorated, per person basis in line with the mandates of this policy. Such expenses shall only be reimbursed when the expenditure is likely to result in a tangible benefit to the district.

Travel necessitating overnight lodging shall be reimbursed to the extent that it is not lavish and is reasonable based on circumstances of the expenditure. Proper documentation establishing the date and time, place, and purpose of the travel must be submitted along with a receipt for the overnight accommodations. To the extent practicable, employees shall receive assistance from administrators or their designee in arranging travel plans to help keep expenses to a minimum.

Expenses not covered

The district shall not reimburse the following items/categories of expenses.

- Alcoholic beverages;
- Entertainment expenses – including sports or sporting events; pay per view or game expenses at motels;
- Replacement due to loss or theft;
- Discretionary expenses for items such as clothing or gifts;
- Medical expenses incurred while on route to or from or at the destination of the reason for the travel; and
- Optional or supplementary insurance obtained by the employee for the period covered during the travel.

Airport Associated Expenses

Upon the arrival at their destination, employees are expected to use the service resulting in the lower cost to the District. Usually this would be the limousine service unless several employees are traveling together. Taxi or limousine fares are to be explained, showing points of travel. Receipts for taxi or limousine fares of $3 or more are required.

In lieu of limousine or taxi, employees are eligible to be reimbursed at the state/IRS rate for use of a personal car to and from the airport plus a reasonable amount for airport parking on trips not exceeding four days. Receipts for airport parking of $10 or more are required.

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 will be submitted to the employee's immediate supervisor at least two weeks prior to the travel date for pre-approval, to authorize travel, as well as, approve reimbursement of estimated expenses.

3. When travel is requested, the employee will enter his/her leave into Willsub or the current District substitute system.

4. The traveler is to complete any paperwork (registration form, etc.) in its entirety and attach to the travel approval request form B-109.

5. Supervisors are responsible for ensuring that expenditures are within District guidelines.

In-District Travel Guidelines/Procedures:

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

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

PULASKI COUNTY SPECIAL SCHOOL DISTRICT
TEACHER SALARY SCHEDULE
2018-2019
190 Days

STEP	BA	BA + 12	BA + 24	MA	MA + 15	MA + 30	MA + 45	Doctorate
1	$34,106	$35,906	$37,806	$39,806	$41,906	$44,106	$46,406	$48,806
2	$34,956	$36,806	$38,756	$40,806	$42,956	$45,206	$47,556	$50,006
3	$35,816	$37,716	$39,716	$41,816	$44,016	$46,316	$48,716	$51,216
4	$36,686	$38,636	$40,686	$42,836	$45,086	$47,436	$49,886	$52,436
5	$37,566	$39,566	$41,666	$43,866	$46,166	$48,566	$51,066	$53,666
6	$38,456	$40,506	$42,656	$44,906	$47,256	$49,706	$52,256	$54,906
7	$39,356	$41,456	$43,656	$45,956	$48,356	$50,856	$53,456	$56,156
8	$40,266	$42,416	$44,666	$47,016	$49,466	$52,016	$54,666	$57,416
9	$41,186	$43,386	$45,686	$48,086	$50,586	$53,186	$55,886	$58,686
10	$42,116	$44,366	$46,716	$49,166	$51,716	$54,366	$57,116	$59,966
11	$43,056	$45,356	$47,756	$50,256	$52,856	$55,556	$58,356	$61,256
12	$44,006	$46,356	$48,806	$51,356	$54,006	$56,756	$59,606	$62,556
13	$44,966	$47,366	$49,866	$52,466	$55,166	$57,966	$60,866	$63,866
14	$45,936	$48,386	$50,936	$53,586	$56,336	$59,186	$62,136	$65,186
15	$46,916	$49,416	$52,016	$54,716	$57,516	$60,416	$63,416	$66,516
16	$47,906	$50,456	$53,106	$55,856	$58,706	$61,656	$64,706	$67,856
17	$48,906	$51,506	$54,206	$57,006	$59,906	$62,906	$66,006	$69,206

SUPPLEMENTAL SALARY SCHEDULE

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

PULASKI COUNTY SPECIAL SCHOOL DISTRICT 2018-2019 SUPPLEMENTAL SALARY SCHEDULE												
Step Range	POSITION	1	2	3	4	5	6	7	8	9	10	11
1	Asst. Choir - Middle School	$414	$435	$457	$479	$503	$528	$555	$582	$612	$643	$674
2	Auditorium/Stage Manager (1-60 hrs.)	$958	$1,006	$1,056	$1,109	$1,164	$1,222	$1,283	$1,347	$1,415	$1,486	$1,561
	Orchestra Director											
	Asst. Choir - Senior High											
3	Choral Music Director - Middle School	$1,156	$1,214	$1,274	$1,338	$1,405	$1,475	$1,548	$1,626	$1,707	$1,793	$1,883
	Asst. Speech											
	Asst. Drama											
	Spirit Team Sponsor - Middle School											
4	Newspaper Sponsor - Senior High	$1,235	$1,297	$1,362	$1,430	$1,501	$1,577	$1,655	$1,738	$1,825	$1,917	$2,012
	Auditorium/Stage Manager (61-90 hrs.)											
	Head Track - Freshman (6A only)											
	Asst. Volleyball - Freshman											
5	Assistant Track - Senior High	$1,374	$1,442	$1,515	$1,590	$1,670	$1,753	$1,841	$1,933	$2,030	$2,132	$2,238
	Annual Sponsor - Senior HIgh											
	Head Cross Country - Senior High											
	Head Golf - Senior High											
	Head Wrestling - Senior High											
6	Assistant Baseball - Sr. High	$1,508	$1,583	$1,662	$1,745	$1,833	$1,924	$2,021	$2,122	$2,228	$2,339	$2,456
	Volleyball Coach - Freshman											
	Assistant Basketball - Freshman											
	Assistant Softball - Senior HIgh											
	Auditorium/Stage Manager (91-120 hrs.)											
7	Head Soccer - Senior High	$1,780	$1,869	$1,962	$2,060	$2,163	$2,272	$2,385	$2,504	$2,630	$2,761	$2,899
	Head Track - Senior High											
	Choral Music Director - Senior High											
	Speech - Senior High											
	Drama - Senior High											
8	Asst. Football - Freshmen	$2,197	$2,307	$2,423	$2,544	$2,670	$2,804	$2,945	$3,092	$3,246	$3,409	$3,579
	Dance Sponsor - (9-12)											
	Cheerleader Sponsor - Freshman only											
	Cheerleader Sponsor - (9-12)											
	Cheerleader Sponsor - Senior High											
	Assistant Volleyball - Senior HIgh											
9	Head Basketball - Freshman	$2,336	$2,453	$2,576	$2,704	$2,840	$2,981	$3,130	$3,286	$3,451	$3,624	$3,805
	Auditorium/Stage Manager (121 hrs.+)											
10	Athletic Director/Coordinator	$2,470	$2,594	$2,723	$2,860	$3,003	$3,153	$3,311	$3,476	$3,650	$3,832	$4,024
	Head Baseball - Senior High											
	Head Softball - Senior High											
	Assistant Basketball - Senior High											
	Volleyball - Senior High											
11	Head Football - Freshman	$3,361	$3,529	$3,706	$3,890	$4,085	$4,289	$4,504	$4,729	$4,965	$5,214	$5,474
	Assistant Band Director											
12	Band Director - Middle School	$4,051	$4,254	$4,467	$4,690	$4,925	$5,170	$5,429	$5,701	$5,985	$6,285	$6,599
	Assistant Football - Senior High											
13	Head Basketball - Senior High	$5,352	$5,619	$5,901	$6,195	$6,506	$6,831	$7,172	$7,531	$7,907	$8,303	$8,718
	Band Director - Senior High											
14	Middle School - Boys' Sports	$5,617	$5,898	$6,192	$6,503	$6,828	$7,169	$7,528	$7,904	$8,299	$8,714	$9,149
	Middle School - Girls' Sports											
15	Head Football - Senior High	$6,590	$6,920	$7,265	$7,629	$8,010	$8,411	$8,831	$9,273	$9,737	$10,223	$10,734
	Lunch Duty	$500.00 per semester										

2016-2017 CERTIFIED ADMINISTRATOR'S SALARY SCHEDULE POLICY

1. Beginning with the 2016-2017 school year, the district will begin transitioning to certified administrator salary schedules that are indexed to the district's Teacher Salary Schedule. Each administrator salary schedule shall be calculated as follows:

A. The district's Teacher Salary Schedule shall be converted to daily rates of pay for each cell on the schedule. The conversion to daily rates will be calculated by dividing the annual salary by the number of days required by the Teacher Salary Schedule.

B. The teacher daily rate of pay shall be multiplied by an index factor to arrive at the administrator's daily rate of pay.

C. The administrator's daily rate of pay shall be multiplied by the approved annual contract days to arrive at the annual salary.

2. Each certified administrator shall be placed on the salary schedule at the appropriate educational range and experience step based on college transcripts and verified experience as a licensed educator, both as a teacher and an administrator.

3. The transition to the new certified administrator salary schedules shall occur as follows:

A. The salary per the new salary schedule will be compared to the salary the administrator would have received for the 2016-2017 school year based on the salary schedule in place for the 2015-2016 school year.

i. If the salary schedule in place for the 2015-2016 school year provides a greater annual salary than the new salary schedule for a particular administrator, that administrator will continue to receive a salary in the same amount as provided by the 2015-2016 salary schedule, instead of the salary called for by the new salary schedule. The particular administrator will continue to receive that same 2015-2016 annual salary until his education range and experience steps on the new salary schedule bring the particular administrator to a salary that equals or

exceeds his 2015-2016 salary. From that point on, that administrator will be paid according to the new salary schedule.

ii. If the new salary schedule provides a greater annual salary than the salary schedule in place for 2015-2016, the administrator will receive:

1. For the 2016-2017 school year, an increase equal to one-third of the difference between the new salary schedule amount and the amount that would have been provided by the salary schedule in place for the 2015-2016 school year.
2. For the 2017-2018 school year, an increase equal to one-half of the difference between the new salary schedule amount and the amount paid the administrator during the 2016-2017 school year.
3. For the 2018-2019 school year the annual salary will be based on the new salary schedule.

B. The certified administrator salary schedules will be indexed to the Teacher Salary Schedule in place each school year.

1. Repealer. This policy is effective July 1, 2016. All portions of the PCSSD Certified Personnel Policies Manual existing prior to the adoption of this 2016-2017 Certified Administrator's Salary Schedule Policy that are inconsistent with this 2016-2017 Certified Administrator's Salary Schedule Policy are hereby repealed and held for naught.

2017-2018 CERTIFIED ADMINISTRATOR INDEX FACTORS,
CONTRACT DAYS AND SALARY SCHEDULE

Position	Index Factor	Contract Days	Salary Schedule
Chief Executive Officer	1.52	244	A04
Deputy Superintendent-Learning Services	1.48	244	A08
Assistant Supt'd-Equity and Pupil Services	1.42	244	A12
Assistant Supt'd-Human Resources	1.42	244	A12
Director-Secondary Education	1.34	244	A16
Director-Elementary Education	1.34	244	A16
Principal-High School	1.33	244	A20
Director-Federal Programs & Prof Dev	1.32	244	A24
Principal-Middle School	1.28	244	A28
Assistant Principal-High School	1.27	207	A32
Director-Personnel Services	1.26	244	A36
Director-Special Education	1.25	244	A40
Principal-Elementary	1.24	216	A44
Director-Instructional Services	1.20	244	A48
Director-Pupil Services	1.20	244	A48
Director-Workforce Education	1.20	244	A48
Assistant Principal-Middle School	1.20	207	A52
Coordinator-RTI/504	1.20	192	A56
Coordinator-Special Education	1.20	192	A56
Deaf Educator	1.20	187	A60
Consultant-Visually Impaired	1.20	187	A88
Special Assistant to Deputy Supt'd-Learning Services	1.16	244	A64
Coordinator-ESL	1.16	202	A68
Coordinator-Multicultural/Pathwise	1.16	202	A68
Specialist-School Psychology	1.16	192	A72
Director-Adult Education	1.14	244	A76
Director-Athletics	1.14	244	A76
Director-Fine Arts	1.10	244	A80
Director-Gifted & Talented	1.10	244	A80
Assistant Principal-Elementary	1.10	202	A84
Program Administrator	1.00	244	A92
Coordinator-Adult Education	1.00	244	A92

PULASKI COUNTY SPECIAL SCHOOL DISTRICT
CERTIFIED ADMINISTRATIVE INDEX
2018-2019 SCHOOL YEAR

Position	Index Factor	Contract Days	Salary Schedule
Chief Executive Officer	1.52	244	A04
Deputy Superintendent-Learning Services	1.48	244	A08
Assistant Superintendent-Equity & Pupil Services	1.42	244	A12
Assistant Superintendent-Learning Services	1.42	244	A12
Assistant Superintendent-Human Resources	1.42	244	A12
Director-Secondary Education	1.34	244	A16
Director-Elementary Education	1.34	244	A16
Principal-High School	1.33	244	A20
Director-Federal Programs & Professional Dev	1.32	244	A24
Principal-Middle School	1.28	244	A28
Assistant Principal-High School	1.27	207	A32
Director-Human Resources	1.26	244	A36
Director-Pupil Services	1.25	244	A48
Director-Special Education	1.25	244	A40
Principal-Elementary	1.24	216	A44
Director-Counseling Services	1.20	244	A48
Director-Workforce Education	1.20	244	A48
Assistant Principal-Middle School	1.20	207	A52
Coordinator-RTI	1.20	192	A56
Coordinator-Special Education	1.20	192	A56
Consultant-Hearing Impaired	1.20	187	A60
Consultant-Visually Impaired	1.20	187	A88
Director of Special Programs	1.16	244	A64
Coordinator-ELL	1.16	202	A68
Coordinator-Multicultural/Pathwise	1.16	202	A68
Specialist-School Psychology	1.16	192	A72
Coordinator-Adult Education	1.14	244	A76
Director-Athletics	1.14	244	A76
Director-Fine Arts	1.10	244	A80
Director-Gifted & Talented	1.10	244	A80
Assistant Principal-Elementary	1.10	202	A84
Program Administrator	1.00	244	A92
Coordinator-WAGE	1.00	244	A92

JNPSD DETACHMENT AND COMPENSATION

1. On September 16, 2014, a majority of voters in the proposed Jacksonville-North Pulaski area voted to detach that territory from the PCSSD to form a new school district. On November 13, 2014, the State Board of Education ordered the creation of the Jacksonville-North Pulaski School District ("JNPSD").

2. There are ten existing PCSSD schools within the boundaries of the new JNPSD. They are: Jacksonville High, North Pulaski High, Jacksonville Middle, Adkins Pre-K, Arnold Drive Elementary, Bayou Meto Elementary, Dupree Elementary, Pinewood Elementary, Taylor Elementary, and Tolleson Elementary.

3. This is a new policy applicable to the staffing of the certified employees necessitated by the detachment of JNPSD, which is anticipated to become final on July 1, 2016. The overriding policy will be that each certified staff person will have the same teaching, administrative, or other assignment in the same building on June 30, 2016, that each person had on July 1, 2015. While JNPSD is a separate school district with its own school board, it presently operates for all purposes just as it did before detachment, *i.e.*, as a part of Pulaski County Special School District (PCSSD). This is anticipated to remain unchanged until July 1, 2016. Until that date, all certified staff members are and will remain subject to the certified policies of PCSSD. The contractions, expansions, and other movements of the certified staff between now and June 30, 2016, will be managed without regard to the detachment.

4. Beginning immediately, those schools that will become part of the new JNPSD (as identified in paragraph 2), on the one hand, and those schools remaining within PCSSD, on the other hand, shall be treated as separate seniority centers so that there will be no movement of personnel between the two seniority centers. The intent of this provision is that a person assigned to one seniority center can exercise seniority only within the seniority center to which that person is assigned regardless of the purpose for exercising seniority.

5. The following shall be an exception to the preceding paragraph. A person displaced and unable to be placed by seniority in that person's seniority center, and therefore facing reduction in force, shall have a preferential right to interview for a vacancy for which licensed and otherwise qualified in the other seniority center.

6. On or before May 1, 2016, PCSSD will issue notice of non-renewal of the 2015-16 contract to all employees then assigned to the JNPSD schools identified in paragraph 2. The reason for the non-renewal will be to prevent the automatic renewal of such persons' PCSSD contracts on May 1, 2016. Employees subject to this non-renewal will not be placed on a recall list.

7. The uninterrupted employment of former PCSSD personnel by JNPSD will be a matter solely within the discretion of JNPSD and the former PCSSD employees. However, former PCSSD employees not employed by JNPSD will be eligible to apply for vacant positions for the 2016-17 school year in PCSSD.

8. To the extent this policy produces outcomes that conflict with or undermine PCSSD's efforts to comply with Plan 2000, and specifically Section L: Staffing, the administration shall have discretion to transfer employees from one seniority center to another if such a transfer would further PCSSD's efforts to obtain unitary status.

9. All provisions of the existing PCSSD certified personnel policies in conflict or inconsistent with this policy shall be considered amended to remove the conflict or inconsistency.

PULASKI COUNTY SPECIAL SCHOOL DISTRICT
TEACHER SALARY SCHEDULE
2015-2016
190 Days

STEP	BA	BA + 12	BA + 24	MA	MA + 15	MA + 30	MA + 45	Doctorate
1	$34,106	$35,906	$37,806	$39,806	$41,906	$44,106	$46,406	$48,806
2	$34,956	$36,806	$38,756	$40,806	$42,956	$45,206	$47,556	$50,006
3	$35,816	$37,716	$39,716	$41,816	$44,016	$46,316	$48,716	$51,216
4	$36,686	$38,636	$40,686	$42,836	$45,086	$47,436	$49,886	$52,436
5	$37,566	$39,566	$41,666	$43,866	$46,166	$48,566	$51,066	$53,666
6	$38,456	$40,506	$42,656	$44,906	$47,256	$49,706	$52,256	$54,906
7	$39,356	$41,456	$43,656	$45,956	$48,356	$50,856	$53,456	$56,156
8	$40,266	$42,416	$44,666	$47,016	$49,466	$52,016	$54,666	$57,416
9	$41,186	$43,386	$45,686	$48,086	$50,586	$53,186	$55,886	$58,686
10	$42,116	$44,366	$46,716	$49,166	$51,716	$54,366	$57,116	$59,966
11	$43,056	$45,356	$47,756	$50,256	$52,856	$55,556	$58,356	$61,256
12	$44,006	$46,356	$48,806	$51,356	$54,006	$56,756	$59,606	$62,556
13	$44,966	$47,366	$49,866	$52,466	$55,166	$57,966	$60,866	$63,866
14	$45,936	$48,386	$50,936	$53,586	$56,336	$59,186	$62,136	$65,186
15	$46,916	$49,416	$52,016	$54,716	$57,516	$60,416	$63,416	$66,516
16	$47,906	$50,456	$53,106	$55,856	$58,706	$61,656	$64,706	$67,856
17	$48,906	$51,506	$54,206	$57,006	$59,906	$62,906	$66,006	$69,206

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

PULASKI COUNTY SPECIAL SCHOOL DISTRICT 2015-2016 SUPPLEMENTAL SALARY SCHEDULE												
Step Range	POSITION	1	2	3	4	5	6	7	8	9	10	11
1	Asst. Choir - Middle School	$414	$435	$457	$479	$503	$528	$555	$582	$612	$643	$674
2	Auditorium/Stage Manager (1-60 hrs.)	$958	$1,006	$1,056	$1,109	$1,164	$1,222	$1,283	$1,347	$1,415	$1,486	$1,561
	Orchestra Director											
	Asst. Choir - Senior High											
3	Choral Music Director - Middle School	$1,156	$1,214	$1,274	$1,338	$1,405	$1,475	$1,548	$1,626	$1,707	$1,793	$1,883
	Asst. Speech											
	Asst. Drama											
	Spirit Team Sponsor - Middle School											
4	Newspaper Sponsor - Senior High	$1,235	$1,297	$1,362	$1,430	$1,501	$1,577	$1,655	$1,738	$1,825	$1,917	$2,012
	Auditorium/Stage Manager (61-90 hrs.)											
	Head Track - Freshman (6A only)											
	Asst. Volleyball - Freshman											
5	Assistant Track - Senior High	$1,374	$1,442	$1,515	$1,590	$1,670	$1,753	$1,841	$1,933	$2,030	$2,132	$2,238
	Annual Sponsor - Senior High											
	Head Cross Country - Senior High											
	Head Golf - Senior High											
	Head Wrestling - Senior High											
6	Assistant Baseball - Sr. High	$1,508	$1,583	$1,662	$1,745	$1,833	$1,924	$2,021	$2,122	$2,228	$2,339	$2,456
	Volleyball Coach - Freshman											
	Assistant Basketball - Freshman											
	Assistant Softball - Senior High											
	Auditorium/Stage Manager (91-120 hrs.)											
7	Head Soccer - Senior High	$1,780	$1,869	$1,962	$2,060	$2,163	$2,272	$2,385	$2,504	$2,630	$2,761	$2,899
	Head Track - Senior High											
	Choral Music Director - Senior High											
	Speech - Senior High											
	Drama - Senior High											
8	Asst. Football - Freshmen	$2,197	$2,307	$2,423	$2,544	$2,670	$2,804	$2,945	$3,092	$3,246	$3,409	$3,579
	Dance Sponsor - (9-12)											
	Cheerleader Sponsor - Freshman only											
	Cheerleader Sponsor - (9-12)											
	Cheerleader Sponsor - Senior High											
	Assistant Volleyball - Senior High											
9	Head Basketball - Freshman	$2,336	$2,453	$2,576	$2,704	$2,840	$2,981	$3,130	$3,286	$3,451	$3,624	$3,805
	Auditorium/Stage Manager (121 hrs.+)											
10	Athletic Director/Coordinator	$2,470	$2,594	$2,723	$2,860	$3,003	$3,153	$3,311	$3,476	$3,650	$3,832	$4,024
	Head Baseball - Senior High											
	Head Softball - Senior High											
	Assistant Basketball - Senior High											
	Volleyball - Senior High											
11	Head Football - Freshman	$3,361	$3,529	$3,706	$3,890	$4,085	$4,289	$4,504	$4,729	$4,965	$5,214	$5,474
	Assistant Band Director											
12	Band Director - Middle School	$4,051	$4,254	$4,467	$4,690	$4,925	$5,170	$5,429	$5,701	$5,985	$6,285	$6,599
	Assistant Football - Senior High											
	Middle School - Girls= Sports											
13	Head Basketball - Senior High	$5,352	$5,619	$5,901	$6,195	$6,506	$6,831	$7,172	$7,531	$7,907	$8,303	$8,718
	Band Director - Senior High											
14	Middle School - Boys' Sports	$5,617	$5,898	$6,192	$6,503	$6,828	$7,169	$7,528	$7,904	$8,299	$8,714	$9,149
	Middle School - Girls' Sports											
15	Head Football - Senior High	$6,590	$6,920	$7,265	$7,629	$8,010	$8,411	$8,831	$9,273	$9,737	$10,223	$10,734

PULASKI COUNTY SPECIAL SCHOOL DISTRICT
244-DAY CERTIFIED ADMINISTRATIVE
PROFESSIONAL/TECHNICAL/SUPERVISORY
POSITION CLASSIFICATION SCHEDULE
2015-2016

RANGE	POSITION	CONTRACT DAYS	MINIMUM	MAXIMUM
4	Coordinator - WAGE	244	$43,496.00	$63,621.00
8			$49,712.00	$72,713.00
9			$51,266.00	$74,987.00
10			$53,596.00	$78,395.00
11	Coordinator - Adult Education	244	$56,704.00	$82,942.00
	Program Administrator	244		
13	Associate Director - Special Education	244	$62,921.00	$92,034.00
	Coordinator - Federal Programs	244		
	Coordinator - Prof. Dev. & Elementary Curriculum	244		
	Coordinator - Prof. Dev. & Secondary Curriculum	244		
	Director - Career Education	244		
	Director - Counseling Services	244		
	Director - District Athletics	244		
	Director - K-12 Fine Arts	244		
	Director - Professional Dev./K-12 Curriculum	244		
	Director - Pupil Services	244		
	Director - Talented and Gifted	244		
14	Middle School Principal	244	$66,027.00	$96,580.00
15	Director - Human Resources	244	$69,136.00	$101,125.00
	Director - Special Education	244		
	Executive Director - Accountability	244		
16	Director - Federal Programs & Prof. Development	244	$72,244.00	$105,671.00
	Senior High Principal	244		
	Special Asst. to Dept. Supt. For Learning Serv.	244		
17	Director - Elementary Education	244	$75,351.00	$110,216.00
	Director - Secondary Education	244		
18		244	$78,458.00	$114,762.00
19	Asst. Superintendent - Equity & Pupil Services	244	$80,013.00	$117,037.00
	Asst. Superintendent - Human Resources	244		
20		244	$84,675.00	$123,855 .00
21	Chief Executive Officer	244	$87,782.00	$128,401.00
	Deputy Superintendent - Learning Services	244		

Administrators who hold a Specialists Degree will receive an additional $1,000.00
Administrators who hold a Doctorate Degree will receive an additional $2,500.00

PULASKI COUNTY SPECIAL SCHOOL DISTRICT
CERTIFIED ADMINISTRATIVE/PROFESSIONAL/TECHNICAL/SUPERVISORY
244-DAY SALARY SCHEDULE
2015-2016

Step Range	1	2	3	4	5	6	7	8	9	10	11	12	Longev. 13 and above	Longev. Amt. in step 13
4	43,496	44,927	46,404	47,931	49,509	51,138	52,819	54,557	56,351	58,206	60,122	62,100	63,621	1521
5	45,049	46,530	48,062	49,643	51,277	52,964	54,707	56,506	58,365	60,285	62,269	64,317	65,895	1578
6	46,603	48,137	49,720	51,356	53,046	54,790	56,593	58,455	60,379	62,365	64,416	66,536	68,167	1631
7	48,157	49,741	51,378	53,069	54,815	56,618	58,481	60,404	62,391	64,445	66,565	68,755	70,440	1685
8	49,712	51,347	53,036	54,781	56,583	58,445	60,367	62,355	64,405	66,524	68,712	70,973	72,713	1740
9	51,266	52,952	54,693	56,494	58,352	60,272	62,255	64,303	66,418	68,604	70,860	73,192	74,987	1795
10	53,596	55,359	57,180	59,061	61,005	63,012	65,085	67,226	69,439	71,723	74,083	76,519	78,395	1876
11	56,704	58,569	60,496	62,487	64,543	66,666	68,860	71,125	73,464	75,882	78,379	80,957	82,942	1985
12	59,812	61,780	63,813	65,911	68,081	70,321	72,633	75,022	77,491	80,040	82,674	85,394	87,487	2093
13	62,921	64,989	67,128	69,337	71,617	73,973	76,407	78,921	81,517	84,201	86,970	89,831	92,034	2203
14	66,027	68,199	70,444	72,762	75,156	77,627	80,181	82,820	85,544	88,360	91,265	94,268	96,580	2312
15	69,136	71,410	73,759	76,187	78,693	81,282	83,956	86,717	89,571	92,518	95,562	98,704	101,125	2421
16	72,244	74,619	77,075	79,610	82,230	84,935	87,729	90,616	93,597	96,676	99,857	103,143	105,671	2528
17	75,351	77,830	80,390	83,034	85,767	88,588	91,503	94,513	97,623	100,835	104,152	107,578	110,216	2638
18	78,458	81,041	83,706	86,460	89,306	92,244	95,278	98,414	101,650	104,995	108,449	112,016	114,762	2746
19	80,013	82,646	85,365	88,173	91,074	94,070	97,165	100,361	103,664	107,075	110,597	114,236	117,037	2801
20	84,675	87,461	90,338	93,310	96,381	99,551	102,826	106,210	109,704	113,312	117,041	120,890	123,855	2965
21	87,782	90,671	93,653	96,735	99,917	103,205	106,600	110,108	113,730	117,471	121,335	125,328	128,401	3073

PULASKI COUNTY SPECIAL SCHOOL DISTRICT
LESS THAN 244-DAY CERTIFIED ADMINISTRATIVE PROFESSIONAL/TECHNICAL/SUPERVISORY POSITION CLASSIFICATION SCHEDULE
2015-2016

RANGE	POSITION	CONTRACT DAYS	MINIMUM	MAXIMUM
7			$45,888.00	$67,121.00
	Facilitator - Hearing Impaired	187		
	Facilitator - Visually Impaired	187		
8			$48,239.00	$70,561.00
	School Psychology Specialist	192		
9			$51,601.00	$75,477.00
10			$52,184.00	$76,331.00
	Assistant Elementary Principal	202		
	Assistant Pre-K Principal	202		
	Coordinator - Early Childhood (.75 FTE)	192		
	Coordinator - Special Education	192		
	Dean of Students	202		
	RTI Specialist/504 Coordinator	192		
11			$54,837.00	$80,212.00
	Assistant Middle School Principal	207		
	Coordinator - ELL	202		
	Coord. Equity Initiatives/Multicultural Ed/Pathwise	202		
12			$57,162.00	$83,611.00
	Assistant High School Principal	207		
13			$60,276.00	$88,167.00
	Elementary Principal	216		
	Pre-K Principal	216		

Administrators who hold a Specialist's Degree will receive an additional $1,000.00
Administrators who hold a Doctorate Degree will receive an additional $2,500.00

PULASKI COUNTY SPECIAL SCHOOL DISTRICT

CERTIFIED ADMINISTRATIVE/PROFESSIONAL/TECHNICAL/SUPERVISORY

LESS THAN 244-DAY SALARY SCHEDULE

2015-2016

Step Range	1	2	3	4	5	6	7	8	9	10	11	12	Longev. 13 and above	Longev. Amt. in step 13
7	45,888	47,397	48,957	50,569	52,232	53,950	55,725	57,558	59,452	61,408	63,429	65,515	67,121	1606
8	48,239	49,827	51,465	53,158	54,909	56,714	58,580	60,507	62,497	64,554	66,678	68,872	70,561	1689
9	51,601	53,299	55,051	56,862	58,734	60,666	62,662	64,723	66,853	69,052	71,324	73,671	75,477	1806
10	52,184	53,901	55,675	57,507	59,399	61,352	63,372	65,455	67,610	69,833	72,131	74,504	76,331	1827
11	54,837	56,642	58,505	60,430	62,418	64,471	66,592	68,784	71,046	73,384	75,798	78,292	80,212	1920
12	57,162	59,043	60,985	62,992	65,064	67,205	69,414	71,699	74,058	76,496	79,011	81,611	83,611	2000
13	60,276	62,259	64,307	66,423	68,608	70,865	73,197	75,604	78,092	80,662	83,316	86,056	88,167	2111