

**SOUTHSIDE SCHOOL DISTRICT
NO. 3**

**70 SCOTT DRIVE
BATESVILLE, ARKANSAS 72501**

**LICENSED
PERSONNEL POLICY
HANDBOOK**

2016-2017

**Brad Cummings
SCHOOL BOARD PRESIDENT**

Preface

The purpose of the policies contained herein is to create a mutual understanding on which directors, administrators, employees, and patrons can work for the best interest of the pupils. These policies are not static but will be modified as the ever-changing needs of a progressive community dictate.

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1.9 Policy Formulation

Adopted: November 8, 2004

Revised: June 15, 2015

The Board affirms through its policies and its policy adoption process, its belief that

- 1) The schools belong to the people who create them by consent and support them by taxation;
- 2) The schools are only as strong as an informed citizenry and knowledgeable school staff allow them to be; and
- 3) The support is based on knowledge of, understanding about, and participation in the efforts of its public schools.

The following shall be the guidelines for policy adoption for the Southside School District.

General Policies

Policies that are not personnel policies may be recommended by:

1. The Board or any member of the Board;
2. The Superintendent, Assistant Superintendent, any other administrator or employee of the District
3. Committee appointed by the Board; or
4. Any member of the public.

Policies adopted by the Board shall be within the legal framework of the State and Federal Constitutions, and appropriate statutes, rules, and court decisions.

Except for personnel policies, when reviewing a proposed policy, the Board may elect to adopt, amend, refer back to the person proposing the policy for further consideration, take it under advisement, reject it, or refuse to consider the proposal.

Licensed and Classified Personnel Policies

Personnel policies (including employee salary schedules) shall be created, amended, or deleted in accordance with State law:

(1) Board Proposals:

The Board may adopt a proposed personnel policy by a majority vote. Such policies may be proposed to the Board by a Board member or the Superintendent. The Board may choose to adopt the proposal, as a proposal only, by majority vote.

Following the adoption of a proposed personnel policy, the proposal must be presented to the appropriate Personnel Policy Committee (PPC). Such presentation shall be in writing, to all members of the Committee.

When the PPC has possessed the proposed personnel policy for a minimum of ten (10) working days from the date the PPC received the proposed policy (i.e., ten (10) workdays, not including weekends or state or national holidays), the Chairman of the PPC, or the Chairman's designee, shall be placed on the Board of Director's meeting agenda to make an oral presentation to the Board to address the proposed policy. Following the presentation, the Board may vote at the same meeting at which the proposal is made, or, in any case, no later than the next regular Board meeting to:

- (a) Adopt the Board's original proposed policy as a policy;
- (b) Adopt the PPC's counter proposed policy as a policy; or
- (c) Refer the PPC's counter proposed policy back to the PPC for further study and revision. Any such referral is subject to the same adoption process as a proposed policy originating from the board.

(2) Personnel Policies Committee Proposals:

Either PPC may recommend changes in personnel policies to the Board. When making such a proposal, the Chairman of the PPC, or the Chairman's designee, shall be placed on the Board of Director's meeting agenda to make an oral presentation to the Board.

The Board may vote on the proposed policy at the same meeting at which the proposal is made, or, in any case, no later than the next regular Board meeting. In voting on a proposed policy from the Personnel Policies Committee, the Board may:

- (a) Adopt the proposal;
- (b) Reject the proposal; or
- (c) Refer the proposal back to the Personnel Policies Committee for further study and revision.

When the Board is revising the licensed and classified personnel salaries, the Board of Directors shall, as required by Arkansas law, review and approve by a written resolution any employee's salary increase of five percent (5%) or more for the employee.

A copy of all personnel policies shall be signed by the president of the Board of Directors and kept in a central records location.

All personnel policies must be sent to the PPC for the minimum ten (10) days regardless of the intended effective date of the policy.

Effective date of policy changes:

All personnel policy changes enacted during one fiscal year will become effective on the first day of the following fiscal year, July 1. This specifically includes any changes made between May 1 and June 30 to ensure compliance with state or federal laws, rules, or regulations or the Arkansas Department of Education Commissioner's Memos. In addition, changes to policies to maintain compliance with state or federal laws, rules, regulations, or Commissioner's Memos that are after June 30 but are adopted within ninety (90) days from the effective date of the legal change that created the need for the policy adoption shall become effective on the final date of adoption.

Changes made to personnel policies between May 1 and June 30 that are **not** made to ensure compliance with state or federal laws or regulations will take effect on July 1 of the same calendar year provided no later than five (5) working days after final board action, a notice of the change is sent to each affected employee by first class mail to the address on record in the personnel file. The notice of the change must include:

- a. The new or modified policy or policies provided in a form that clearly shows the additions underlined and the deletions stricken;
- b. A statement that due to the change(s), the employee has the power to unilaterally rescind his/her contract for a period of thirty (30) days after the school board took final action on the policy (policies). The rescission must be in the form of a letter of resignation within the thirty (30) day period.

Except for policy changes to ensure compliance with changes in the law that are adopted within the ninety (90) day window, for a policy change to be made effective prior to July 1 of the following fiscal year, a vote must be taken of all licensed personnel or all classified personnel, as appropriate, with the vote conducted by the appropriate PPC.

If, by a majority vote, the affected personnel approve, the policy becomes effective as of the date of the vote, unless otherwise specified by the Board in requesting such vote. No staff vote taken prior to final board action will be considered effective to make a policy change.

All non-personnel policy changes may become effective upon the Board's approval of the change, unless the Board specifies a different date.

Student discipline policies shall be reviewed annually by the District's personnel policy committees and may recommend changes to such policies to the Board of Directors.

Parents, students, and school district personnel, including teachers, shall be involved in the development of student discipline policies.

Cross References: Policy 3.1—LICENSED PERSONNEL SALARY SCHEDULE;
Policy 8.1—CLASSIFIED PERSONNEL SALARY SCHEDULE

Legal References: A.C.A. § 6-13-619(c)
A.C.A. § 6-13-635
A.C.A. § 6-17-201 et seq.
A.C.A. § 6-17-2301 et seq.
A.C.A. § 6-18-502(b)(1)(2)

3.1 Licensed Personnel Salary Schedule

Revised: June 15, 2015

The licensed employees of this school district are classified for salary purposes and a monetary differential is provided on the basis of formal training as follows:

- A. Those who hold a bachelor's degree.
- B. Those who hold a bachelor's degree plus 15 hours.
- C. Those who hold a master's degree.
- D. Those who hold a master's degree => 45 graduate hours.

A Salary increment is also provided on the basis of experience for each year up to a maximum of eighteen years. For the purposes of the salary schedule, a teacher will have worked a "year" if he/she has worked at least 160 days.

Districts shall distribute funding for health insurance coverage in accordance with state law, the Affordable Care Act, and policy 7.23-Health Care Coverage and the Affordable Care Act. The District reserves the right to adjust the monthly distribution as necessary to account for changes in staffing, student population, and the ADE determination of the funding required to be distributed based on the funding matrix. Specifically, the amount distributed to each employee is NOT part of their salary and is NOT guaranteed to be the same from month-to-month or year-to-year.

For the purposes of this policy, a master's degree or higher is considered "relevant to the employee's position" if it is related to education, guidance counseling, or the teacher's content area and has been awarded for successful completion of a program at the master's level or higher by an institution of higher education accredited under Arkansas statutory requirements applicable at the time the degree was awarded.

Each employee newly hired by the district to teach under the Arkansas Professional Pathway to Educator Licensure (APPEL) Program shall initially be placed on the salary schedule in the category of a bachelor's degree with no experience, unless the APPEL program employee has previous teaching experience which requires a different placement on the schedule. Upon receiving his/her initial or standard teaching license, the employee shall be moved to the position on the salary schedule that corresponds to the level of education degree earned by the employee which is relevant to the employee's position. Employee's degrees which are not relevant to the APPEL program's position shall not apply when determining his/her placement on the salary schedule. A teacher with a non-traditional provisional license shall be eligible for step increases with each successive year of employment, just as would a teacher possessing a traditional teaching license.

Licensed employee, seeking additional area or areas of licensure

Licensed employees who are working on an alternative licensure program (ALP) to gain licensure in an additional area are entitled to placement on the salary schedule commensurate with their current license, level of education degree and years of experience. Degrees which are not relevant to the employee's position shall not apply when determining his/her placement on the salary schedule.

Updated salary schedules will be issued each year as an addendum to the personnel policy. See Appendix 6.

Legal References: A.C.A. § 6-17-201, 202, 2403
A.C.A. § 6-20-2305(f)(4)
ADE Rules Governing School District Requirements for Personnel Policies, Salary Schedules, Minimum Salaries, and Documents Posted to District Websites

3.1.1SS Policy For Determining Placement of Individuals on Licensed Salary Schedule

Revised: June 10, 2013

An employee who has accumulated a minimum of 160 days (four hours or more per day) in any school district shall be credited for one full year on the licensed salary schedule. Southside School District will accept in-state, out-of-state, or private school experience for which the employee can provide legal documentation. For teachers of pre-school programs, like experiences may also be accepted.

Any teacher who wishes to be moved up on the licensed salary schedule must provide appropriate documentation justifying such a placement up to and including Oct. 1 of the current contract year. After that time, the determination for such placement will not be made until the following contract year. There will be no such action taken for individuals who complete the requirements for new educational levels in December of the contract year.

Legal References: A.C.A. § 6-17-201, 202, 2403
A.C.A. § 6-20-2305(f)(4)
ADE Rules Governing School District Requirements for Personnel Policies, Salary Schedules, Minimum Salaries, and Documents Posted to District Websites

3.2 LICENSED PERSONNEL EVALUATIONS

Adopted: June 14, 2009

Revised: June 15, 2015

Definitions

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

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

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

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

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

"Probationary teacher" has the same definition as A.C.A. § 6-17-1502.

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

Teachers

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

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

Teachers will be evaluated under the schedule and provisions required by TESS. Each school-year, the district will conduct a summative evaluation over all domains and components on all probationary teachers as well as any teacher currently on an "intensive support" improvement plan or who has successfully completed intensive support or participated in an improvement plan during the current or previous school-year. All teachers not covered in the previous sentence will have a summative evaluation over all domains and components at least once every four (4) years. To establish the initial four-year rotation schedule for non-probationary teachers to be summatively evaluated, at least one-quarter of each school's non-probationary teachers will be selected for evaluation.

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

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

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

While teachers are only required to be summatively evaluated once every four years, the teacher's evaluator may conduct a summative evaluation in any year.

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

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

Building Level or District Level Evaluations

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

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

Novice category and probationary building level or district level leaders, those building level or district level leaders who have been placed in the Intensive category, and those building level or district level leaders who have not had a summative evaluation the previous three (3) years will have a summative evaluation. A building level or district level leader shall complete a PGP based on the standards and functions determined during the initial summative evaluation meeting with the superintendent or designee. If there is disagreement between a building level or district level leader and the leader's evaluator concerning the PGP, the decision of the evaluator shall be final. In subsequent years, he/she shall revise his/her PGP and associated documents required under LEADS.

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

When the Superintendent or designee conducts a summative evaluation, he/she will base the building level or district level leader's continuing employment recommendation on:

- The level of performance based on the performance functions and standards of the evaluation rubric;
- The evidence of teacher performance and growth applicable to the building- or district-level leader; and
- The building- or district-level leader's progression on his or her professional growth plan.

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

While building level or district level leaders are required to be summatively evaluated once every three-years, the Superintendent or designee may conduct a summative evaluation in any year.

Legal References: A.C.A. § 6-17-1501 et seq.
 A.C.A. § 6-17-2801 et seq.

ADE Rules Governing the Teacher Excellence and Support System
ADE Rules Governing the Leader Excellence and
Development System (LEADS)

3.3 Evaluation of Licensed Personnel by Relatives

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

3.4 LICENSED PERSONNEL REDUCTION IN FORCE

Adopted: Feb, 9, 2006

Revised: June 23, 2014

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

In effecting a reduction in force, the primary goals of the school district shall be: what is in the best interests of the students; to maintain accreditation in compliance with the Standards of Accreditation for Arkansas Public Schools and/or the North Central Association; and the needs of the district. A reduction in force will be implemented when the superintendent determines it is advisable to do so and shall be effected through non-renewal, termination, or both. Any reduction in force will be conducted by evaluating the needs and long- and short-term goals of the school district, and by examining the staffing of the district in each licensure area and/or, if applicable, specific grade levels.

The provisions of this policy do not apply to employees of any school district consolidated with, or annexed to, the Southside School District. Such employees shall be subject to termination or non-renewal during the first calendar year of such consolidation or annexation, solely based on the district's needs for personnel in addition to those employees under contract to the district prior to the annexation or consolidation.

If a reduction in force becomes necessary in a licensure area or specific grade level(s), the RIF shall be conducted for each licensure area and/or specific grade level on the basis of each employee's points as determined by the schedule contained in this policy. The teacher with the fewest points will be laid off first. There is no right or implied right for any teacher to "bump" or displace any other teacher.

Points

- Years of service in the district—1 point per year

All licensed position years in the district count including non-continuous years.

Service in any position not requiring teacher licensure does not count toward years of service. No credit for years of service will be given for years of service at other public or private schools, for higher education or for educational service cooperative employment. Being employed fewer than 160 days in a school year shall not constitute a year.

- Graduate degree in the area of licensure applicable to credit of points (only the highest level of points apply)
 - 1 point—Master's degree
 - 2 points—Master's degree with 45 or greater graduate hours
 - 3 points—Educational specialist degree
 - 4 points—Doctoral degree
- National Board of Professional Teaching Standards certification—3 points
- Additional academic content areas of endorsement as identified by the State Board—1 point per area
- Licensure for teaching in a State Board identified shortage area—2 points per area
- Multiple areas and/or grade levels of licensure as identified by the State Board—1 point per additional area or grade level as applicable

When the District is conducting a RIF, all potentially affected teachers shall receive a listing of licensed personnel with corresponding point totals. Upon receipt of the list, each teacher has ten (10) working days within which to appeal his or her assignment of points to the superintendent whose decision shall be final.

Except for changes made pursuant to the appeals process, no changes will be made to the list that would affect a teacher's point total after the list is released.

A teacher with full licensure in a position shall prevail over a teacher with greater points but who is lacking full licensure in that subject area. "Full licensure" means an initial, or standard, non-contingent license to teach in a subject area or grade level, in contrast with a license that is provisional, temporary, or conditional on the fulfillment of additional course work or passing exams or any other requirement of the Arkansas Department of Education, other than the attainment of annual professional development training.

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

For a period of up to two (2) years from the date of board action on the teacher's non-renewal or termination recommendation, a teacher who is non-renewed from a 1.0 full time equivalent (FTE) position under this policy shall be offered an opportunity to fill any 1.0 FTE position vacancy for which he or she is required to hold a license as a condition of employment and for which he or she is qualified by virtue of education, license, or experience, as determined by the job requirements developed by the superintendent or designee.

A teacher shall not have the right to be recalled to a licensed position that is less than a 1.0 FTE, has less authority or responsibility, or that has a lower compensation level, index or stipend. No right of recall shall exist for non-renewal from a stipend, or non-renewal or reduction of a stipend, or non-renewal to reduce contract length. No teacher shall have any right to be recalled to any position that is for a longer contract period, has greater authority or responsibility, is for greater than the former FTE, or that is at a higher compensation level, index or stipend.

A non-renewed or terminated teacher shall be eligible to be recalled for a period of two (2) years in the reverse order (i.e. the teacher with the highest points will be recalled first and the teacher with the lowest points will be recalled last) of the non-renewal or termination to any position for which he or she is qualified. Notice of vacancies shall be by first class mail to all teachers reasonably believed to be both qualified for and subject to rehire for a particular position and the non-renewed or terminated teachers shall have 10 working days from the date ~~that~~ the notification is mailed in which to conditionally accept the offer of a position, with the actual offer going to the qualified teacher with the most points who responds within the 10 day time period. A lack of response, as evidenced by a teacher's failure to respond within 10 working days, or a teacher's express refusal of a position or an employee's acceptance of a position but failure to sign an employment contract within two business days of the contract being presented to the employee shall constitute a rejection of the offered position and shall end the district's obligation to rehire the non-renewed or terminated teacher. No further rights to be rehired because of the reduction in force shall exist.

SECTION TWO

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

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

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

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

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

Legal Reference: A.C.A. § 6-17-2407

3.5 Teacher Contract:

Revised: 11-08-2004

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 the Superintendent. The date of receipt of the contract shall be presumed to be the date of a cover memo which will be attached to the contract.

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

Teachers' duties and assignments will be as assigned by the administration and the school board.

3.6 Licensed Personnel Employee Training

Revised: June 13, 2016

For the purposes of this policy, professional development (PD) means a set of coordinated, planned learning activities for teachers and administrators 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.

All employees shall attend all local professional development training sessions as directed by his/her supervisor.

The Southside School District 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 ACSIP. 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 professional development activities' effectiveness in improving student performance and closing achievement gaps.

Each licensed employee shall receive a minimum of thirty-six (36) hours of professional development 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 PDP. Licensed employees are required to obtain their sixty (60) hours of approved professional development each year over a five year period as part of licensure renewal requirements. Professional development hours earned in excess of sixty (60) in the designated year cannot be carried over to the next year.

Licensed employees who are prevented from obtaining the required professional development hours due to their illness or the illness of an immediate family member as defined in A.C.A. § 6-1-1202 have until the end of the following school year to make up the deficient hours. Missed hours of professional development shall be made up with professional development that is substantially similar to that which was missed. This time extension does not absolve the employee from also obtaining the following year's required 60 hours of professional development. Failure to obtain required professional development or to make up missed professional development could lead to disciplinary consequences, up to termination or nonrenewal of the contract of employment.

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 PDP shall be research-based and standards-based and in alignment with applicable ADE Rules and/or Arkansas code.

Teachers and administrators 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.

Flexible professional development hours (flex hours) are those hours that an employee is allowed to substitute PD activities, different than those offered by the district, but are still aligned to the employee's Individual Improvement Plan, Professional Growth Plan, the school's ACSIP. The district shall determine on an annual basis how many, if any, flex hours of PD it will allow to be substituted for district scheduled PD offerings. The

determination may be made at an individual building, a grade, or by subject basis. The district administration and the building principal have the authority to require attendance at specific PD activities. Employees must receive advance approval from the building principal for activities they wish to have qualify for 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 flex hours credited toward fulfilling the licensed employee's required hours shall equal one (1) contract day. Hours of PD earned by an employee that is not at the request of the district and is 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 a stipend of \$175.00 daily for professional development hours earned at the request of the district that necessitate the employee work more than the number of days required by their contract.

Teachers and administrators who, for any reason, 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 building principal.

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. Documentation is to be submitted to the building principal or designee. The District shall maintain all documents submitted by its employees which reflect completion of PD programs, whether such programs were provided by the District or an outside organization.

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 PDP 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 the training 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.

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.

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**.

At least once every three (3) years, persons employed as athletics 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.**

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

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 by 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.

Teachers' **PD** shall meet the requirements prescribed under the Teacher Evaluation and Support System (TESS).

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.

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.

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**. The hours may be earned through online **PD** approved by the ADE provided the **PD** relates to the district's ACSIP and the teacher's **PDP**. **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.**

Teachers are eligible to receive five (5) **PD** hours for each **credit hour of a** graduate level college course that meets the criteria identified in law and the 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.

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.

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.

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.

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 PDP).

Approved PD activities that occur during the instructional 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 PDP, 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).

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

3.7 Licensed Personnel Bus Driver Drug Testing

Adopted: June 11, 2007

Revised: June 23, 2014

Scope of Policy

Each person hired for a position that allows or requires the employee operate a school bus shall meet the following requirements:

1. The employee shall possess a current commercial vehicle driver's license for driving a school bus;
2. Have undergone a physical examination, which shall include a drug test, by a licensed physician or advanced practice nurse within the past two years; and
3. A current valid certificate of school bus driver in service training.

Each person's initial employment for a job entailing a safety sensitive function is conditioned upon the district receiving a negative drug test result for that employee. The offer of employment is also conditioned upon the employee's signing an authorization for the request for information by the district from the Commercial Driver Alcohol and Drug Testing Database.

Methods of Testing

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

Definitions

"Safety sensitive function" includes:

- A. All time spent inspecting, servicing, and/or preparing the vehicle;
- B. All time spent driving the vehicle;
- C. All time spent loading or unloading the vehicle or supervising the loading or unloading of the vehicle; and
- D. All time spent repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

"School Bus" is a motorized vehicle that meets the following requirements:

1. Is designed to carry more than ten (10) passengers;
2. Is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District; and
3. Is operated for the transportation of students from home to school, from school to home, or to and from school events.

Requirements

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

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

Prohibitions

- A. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater;
- B. No driver shall use alcohol while performing safety-sensitive functions;
- C. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol;
- D. No driver required to take a post-accident alcohol test under # 2 above shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first;
- E. No driver shall refuse to submit to an alcohol or drug test in conjunction with # 1, 2, and/or 4 above;
- F. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when using any controlled substance, except when used pursuant to the instructions of a licensed medical practitioner who, with, knowledge of the driver's job responsibilities, who has advised the driver that the substance will not adversely affect the driver's ability to safely operate his/her vehicle. It is the employee's responsibility to inform his/her supervisor of the employee's use of such medication;
- G. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.

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

Testing for Cause

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

Refusal to Submit

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

- Failed to appear for any test within a reasonable period of time as determined by the employer consistent with applicable Department of Transportation agency regulation;
- Failed to remain at the testing site until the testing process was completed;
- Failed to provide a urine specimen for any required drug test;
- Failed to provide a sufficient amount of urine without an adequate medical reason for the failure;

3.8 Licensed Personnel Sick Leave Policy

Revised: June 13, 2016

Definitions

1. “Employee” is a full-time employee of the District.
2. “Sick Leave” is absence from work due to illness, whether by the employee or a member of the employee’s immediate family, or due to a death in the family. The principal shall determine whether sick leave will be approved on the basis of a death outside the immediate family of the employee.
3. “Excessive Sick Leave” is absence from work , whether paid or unpaid, that exceeds twelve (12) days in a contract year for an employee and that is not excused pursuant to: District policy; the Family Medical Leave Act; a reasonable accommodation of disability under the American’s With Disabilities Act; or due to a compensable Workers’ Compensation claim.
4. “Grossly Excessive Sick Leave” is absence from work, whether paid or unpaid, that exceeds 10% of the employee’s contract length and that is not excused pursuant to: District policy; the Family Medical Leave Act; a reasonable accommodation of disability under the American’s With Disabilities Act; or due to a compensable Workers’ Compensation claim.
5. “Current Sick Leave” means those days of sick leave for the current contract year, which leave is granted at the rate of one day of sick leave per contracted month, or major part thereof.
6. “Accumulated Sick Leave” is the total of unused sick leave, up to a maximum of one hundred twenty (120) days accrued from previous contract, but not used. Accumulated sick leave also includes the sick leave transferred from an employee’s previous school employment.
1. “Immediate family” means an employee’s spouse, child, parent, or any other relative provided the other relative lives in the same household as the teacher.

Sick Leave

The principal has the discretion to approve sick leave for an employee to attend the funeral of a person who is not related to the employee, under circumstances deemed appropriate by the principal.

Employees who are adopting or seeking to adopt a minor child or minor children may use up to fifteen (15) sick leave days in any school year for absences relating to the adoption, including time needed for travel, time needed for home visits, time needed for document translation, submission or preparation, time spent with legal or adoption agency representatives, time spent in court and bonding time. See LICENSED PERSONNEL FAMILY MEDICAL LEAVE, which also applies. Except for bonding time, documentation shall be provided by the employee upon request.

Pay for sick leave shall be at the employee’s daily rate of pay, which is that employee’s total contracted salary, divided by the number of days employed as reflected in the contract. Absences for illness in excess of the employee’s accumulated and current sick leave shall result in a deduction from the employee’s pay at the daily rate as defined above.

At the discretion of the principal (or Superintendent), the District may require a written statement of the employee's physician. Failure to provide such documentation of illness may result in sick leave not being paid, or in discipline up to and including termination.

Should a teacher be absent frequently during a school year, and said absences are not subject to FMLA leave, and if such a pattern of absences continues, or is reasonably expected to continue, the Superintendent may relieve the teacher of his/her assignment (with Board approval) and assign the teacher substitute duty at the teacher's daily rate of pay. Should the teacher fail, or otherwise be unable, to report for substitute duty when called, the teacher will be charged a day of sick leave, if available or if unavailable, the teacher will lose a day's wages at his/her daily rate of pay.

Temporary reassignment may also be offered in certain circumstances as provided in the Licensed Personnel Family Medical Leave Policy.

If the employee's absences are excessive or grossly excessive as defined by this policy, disciplinary action may be taken against the employee, which could include termination or nonrenewal of the contract of employment. The superintendent shall have the authority when making his/her determination to consider the totality of circumstances surrounding the absences and their impact on district operations or student services.

Sick Leave and Family Medical Leave Act (FMLA) Leave

When an employee takes sick leave, the District shall determine if the employee is eligible for FMLA leave and if the leave qualifies for FMLA leave. The District may request additional information from the employee to help make the applicability determination. If the employee is eligible for FMLA leave and if the leave qualifies under the FMLA, the District will notify the employee in writing, of the decision within five (5) workdays. If the circumstances for the leave as defined in policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE don't change, the District is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave within any applicable twelve (12) month period. To the extent the employee has accumulated sick leave, any sick leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave including, once an employee exhausts his/her accumulated sick leave, vacation or personal leave. See 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

Sick Leave and Outside Employment

Sick leave related absence from work (e.g. sick leave for personal or family illness or accident, Workers Comp, and FMLA) inherently means the employee is also incapable of working at any source of outside employment. Except as provided in policy 3.44, if an employee who works a non-district job while taking district sick leave for personal or family illness or accident, Workers Comp, or FMLA shall be subject to discipline up to and including termination.

NOTE: A.C.A. § 6-17-1206(b)(2) requires that leave transferred from prior public school employment be used first. In addition, 1206(b)(3) requires that the leave, if any remains, ~~must~~ be included in the total count of accumulated sick leave if the district pays out unused sick leave upon retirement.

Cross References: 3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT
3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE
3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION

Legal References: A.C.A. § 6-17-1201 et seq.
29 USC §§ 2601 et seq.

3.8.1SS Licensed Personnel Sick Leave Incentive Bonus

Revised: June 15, 2015

Licensed Personnel working 30 hours or more a week shall be awarded bonus pay for unused sick leave quarterly based to the following schedule:

\$75.00 for using zero (0) sick leave days per quarter.

The first quarter is from July 1st – September 30th,

The 2nd quarter is from October 1st – December 31st,

The 3rd quarter is from January 1st – March 31st, and

The 4th quarter is from April 1st – June 30th.

Bonus pay will not be awarded if an employee is absent because of FMLA, Workers' Compensation or leave without pay. Should extenuating circumstances occur where the intent of this policy not be in effect, the superintendent has the authorization to allow the implementation of the intent of the policy.

Failure to complete and submit all required time records will result in loss of incentive bonus pay.

3.9 Transferring Sick Leave Policy

Revised June 10, 2013

Any employee of the Southside School District may transfer his or her own sick leave days under the following requirements:

1. The receiving employee has exhausted his or her accumulated sick leave days and personal leave days and has a balance of zero (0) days.
2. The transferring employee has an accumulation of one or more sick leave days.
 - a. The Maximum number of days that the transferring employee can transfer to another employee per year without prior approval by the superintendent is ten.
3. The receiving employee is not required to repay the donor.
4. The transferring employee makes a written request that a specific number of days be transferred, not to exceed the sick leave balance of the transferring employee.
5. The sick leave bonus allowed by district policy will be lost if days are given to another employee in the same manner as if they were used.
6. Sick leave days transferred from one employee to the other under this policy will never be allowed to create a positive balance for the receiving individual. Days donated will include the date and time of the donation. Donated days will be used on the first donated, first used basis. Any donated days not used in that school year will be re-credited to the original donor at the end of the contract year.
7. This policy will not apply to days missed and already deducted from an employee's contracted days.

The transfer of sick days between employees may not create a situation where a receiving teacher will carryover any donated sick leave days from one school year to another.

Employees are credited with sick leave days at the beginning of each contract year, based on each employee working for the entire term of his or her contract, at the rate of one day per month or the major portion thereof that the employee is under contract. Employees who have exhausted all sick leave, whether their own or that transferred to them, who miss work because of personal or family sickness will have their pay docked accordingly. Any employee who uses or transfers all of his or her sick leave days and whose employment is then terminated for any reason will have his or her last paycheck reduced for the used or transferred sick leave days that were not earned.

3.10 Licensed Personnel Planning Time

Revised 6-11-2012

The superintendent is responsible for ensuring master schedules are created which determine the timing and duration of each teacher's planning and scheduled lunch periods. Planning time is for the purpose of scheduling conferences, instructional planning, and preparation. Each teacher will have the ability to schedule these activities during his/her designated planning time. Teachers may not leave campus during their planning time without prior permission from their building level supervisor.

The planning time shall be in increments of not less than forty (40) minutes and shall occur during the student instructional day unless a teacher requests, in writing, to have his/her planning time occur outside of the student instructional day. For the purposes of this policy, the student instructional day means the time that students are required to be present at school.

Legal Reference: ACA § 6-17-114 (a)(d)

3.11 Licensed Personnel **And Professional Leave**

Revised: June 13, 2016

Personal Leave

Two paid personal leave days per year per licensed employee are granted by the school board, to be used at the discretion of the teacher with the date of leave to be approved by the principal two (2) or more days prior to the date leave is requested.

These days cannot be used the first two weeks of school or the last two weeks of school except in the case of an emergency.

Personal leave days may be accumulated. No more than 5 days may be used in one year and no more than 5 days may be carried over to the next year.

For the district to function efficiently and have the necessary personnel present to effect a high achieving learning environment, employee absences need to be kept to a minimum. The district acknowledges that there are times during the school year when employees have personal business that needs to be addressed during the school day. Each full-time employee shall receive two (2) days of personal leave per contract year.

Employees shall take personal leave or leave without pay for those absences which are not due to attendance at school functions and do not qualify for other types of leave (for sick leave see Policy 3.20, for professional leave see below).

School functions, for the purposes of this policy, means: Athletic or academic events related to the school district; and Meetings and conferences related to education.

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

Any employee desiring to take personal leave may do so by making a written or verbal request to his supervisor at least twenty-four (24) hours prior to the time of the requested leave. The twenty-four hour requirement may be waived by the supervisor when the supervisor deems it appropriate.

Personal leave may not be taken the day before or the after a holiday without permission from his immediate supervisor or the superintendent.

Employees who fail to report to work when their request for a personal day has been denied or who have exhausted their allotted personal days, shall lose their daily rate of pay for the day(s) missed (leave without pay). While there are instances where personal circumstances necessitate an employee's absence beyond the allotted days of sick and/or personal leave, any employee who requires leave without pay must receive advance permission (except in medical emergencies) from their immediate supervisor. Failure to report to work without having received permission to be absent is grounds for discipline, up to and including termination.

Professional Leave

“Professional Leave” is leave granted for the purpose of enabling an employee to participate in professional activities (e.g., teacher workshops or serving on professional committees) which can serve to improve the school district’s instructional program or enhances the employee’s ability to perform his duties. Professional leave will also be granted when a school district employee is subpoenaed for a matter arising out of the employee’s employment with the school district. Any employee seeking professional leave must make a written request to his immediate supervisor, setting forth the information necessary for the supervisor to make an informed decision. The supervisor’s decision is subject to review and overruling by the superintendent. Budgeting concerns and the potential benefit for the district’s students will be taken into consideration in reviewing a request for professional leave.

Applications for professional leave should be made as soon as possible following the employee’s discerning a need for such leave, but, in any case, no less than two (2) weeks before the requested leave is to begin, if possible.

If the employee does not receive or does not accept remuneration for his/her participation in the professional leave activity and a substitute is needed for the employee, the district shall pay the full cost of the substitute. If the employee receives and accepts remuneration for his/her participation in the professional leave activity (e.g. scholastic audits), the employee shall forfeit his/her daily rate of pay from the district for the time the employee misses. The cost of a substitute, if one is needed, shall be paid by the district.

Legal Reference: A.C.A. § 6-17-211

3.12 Licensed Personnel Responsibilities in Dealing with Sex Offenders on Campus

Adopted: June 11, 2007

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

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

extent requested, aid school administrators in enforcing the restrictions placed on campus access to Level 3 and Level 4 sex offenders.

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

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

3.13 Licensed Personnel Public Office

Adopted June 11, 2012

An employee of the District who is elected to the Arkansas General Assembly or any elective or appointive public office (not legally constitutionally inconsistent with employment by a public school district) shall not be discharged or demoted as a result of such service.

No sick leave will be granted for the employee's participation in such public office. The employee may take personal leave or vacation (if applicable), if approved in advance by the Superintendent, during his absence.

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

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

Legal Reference: A.C.A. § 6-17-115

3.14 Licensed Personnel Jury Duty

Revised: June 14, 2010

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

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

Legal Reference: A.C.A. § 16-31-106

3.16 LICENSED PERSONNEL REIMBURSEMENT FOR PURCHASE OF SUPPLIES

Adopted: June 23, 2014

Revised: June 15, 2015

Kindergarten through sixth grade teachers shall be allotted the amount required by law to be used by the teacher in his/her classroom or for class activities. The amount shall be credited to an account from which the teacher shall be reimbursed for his/her covered purchases to the extent funds are available in the account. For the purposes of this policy, prekindergarten through sixth grade teachers shall be allotted the greater of:

1. Twenty Dollars (\$20) per student enrolled in the teacher's class for more than fifty percent (50%) of the school day at the end of the first three (3) months of the school year, or
2. Five hundred dollars (\$500).

Teachers may purchase supplies and supplementary materials by completing and having approved a purchase order. Invoices with then be paid by the district and the invoice amount will be subtracted from the teacher's total supply and material allocation. Teachers may also purchase materials and supplies using their own funds and apply for reimbursement by submitting itemized receipts. Supplies and materials purchased with school funds, or for which the teacher is reimbursed with school funds, are school property, and should remain on school property except to the extent they are used up or consumed or the purchased supplies and/or materials are intended/designed for use away from the school campus. All purchases or reimbursement requests should be made by March 1st of each year.

Unused allotments shall not be carried over from one fiscal year to the next.

Legal Reference: A.C.A. § 6-21-303(b)(1)

3.17 INSULT OR ABUSE OF LICENSED PERSONNEL

Adopted: June 23, 2014

Employees are protected from abusive language and conduct by state law. An employee may report to the police any language which is calculated to:

1. Cause a breach of the peace;
2. Materially and substantially interfere with the operation of the school; and/or
3. Arouse the person to whom the language is addressed to anger, to the extent likely to cause imminent retaliation.

Legal Reference: A.C.A. § 6-17-106

3.18 LICENSED PERSONNEL OUTSIDE EMPLOYMENT

Adopted: June 23, 2014

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

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

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

When a licensed employee is additionally employed by the District in either a classified capacity or by a contract to perform supplementary duties for a stipend or multiplier, the duties, expectations, and obligations of the primary licensed position employment contract shall prevail over all other employment duties unless the needs of the district dictate otherwise. If there is a conflict between the expectations of the primary licensed position and any other contracted position, the licensed employee shall notify the employee's building principal as far in advance as is practicable. The building principal shall verify the existence of the conflict by contacting the supervisor of the secondary contracted position. The building principal shall determine the needs of the district on a case-by-case basis and rule accordingly. The principal's decision is final with no appeal to the Superintendent or the School Board. Frequent conflicts or scheduling problems could lead to the non-renewal or termination of the classified contract of employment or the contract to perform the supplementary duties.

Sick Leave and Outside Employment

Sick leave related absence from work (e.g. sick leave for personal or family illness or accident, Workers Comp, and FMLA) inherently means the employee is also incapable of working at any source of outside employment. Except as provided in policy 3.44, if an employee who works a non-district job while taking district sick leave for personal or family illness or accident, Workers Comp, or FMLA shall be subject to discipline up to and including termination.

Legal References: A.C.A. § 6-17-1201 et seq.
29 USC §§ 2601 et seq.
29 CFR part 825
A.C.A. § 6-24-106, 107, 111

3.19 Licensed Personnel Employment

Revised: June 13, 2016

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 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.

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 Southside School 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 Novella Humphrey, who may be reached at 870-251-2341.

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.

In accordance with Arkansas law, the District provides a veteran preference to applicants who qualify for one of the following categories:

1. a veteran without a service-connected disability;
2. a veteran with a service-connected disability; and
3. a deceased veteran's spouse who is unmarried throughout the hiring process; or

For purposes of this policy, "veteran" is defined as:

- a. 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
- b. 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 veteran's preference, the applicant must be a citizen and resident of Arkansas, be substantially equally qualified as other applicants and do all of the following:

1. Indicate on the employment application the category the applicant qualifies for;
2. 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.

Legal References: A.C.A. § 6-17-410
 A.C.A. § 6-17-411
 A.C.A. § 21-3-302
 A.C.A. § 21-3-303
 28 C.F.R. § 35.106
 [29 C.F.R. part 1635](#)
 34 C.F.R. § 100.6
 34 C.F.R. § 104.8
 34 C.F.R. § 106.9
 34 C.F.R. § 108.9
 34 C.F.R. § 110.25

3.20 Licensed Personnel Reimbursement of Travel Expenses

Adopted: June 11, 2007

Revised: June 23, 2014

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.

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.

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 administration.

Meals may be reimbursed for travel which necessitates an overnight stay when submitted according to the dictates of this policy. Reimbursement shall be prorated based on the percent of a day the employee is away on travel. For example, if an employee returns from his/her travel in the afternoon, he/she is only eligible for reimbursement for breakfast and lunch expenditures. Meals shall be reimbursed for the actual expense to the extent that they are not lavish and are reasonable based on circumstances. Except as otherwise specified by this policy, meals are only reimbursable in conjunction with travel requiring an overnight stay.

Tips paid by a school employee for meals associated with travel as defined in this policy are reimbursable for up to 15% of the cost of the meal provided the employee submits a receipt for the meal as part of an "accountable plan" for reimbursement.

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;
- Optional or supplementary insurance obtained by the employee for the period covered during the travel.

Airport Associated Expenses

Receipts for airport associated expenses are required for reimbursement. All airline flights shall be by coach/economy class. Upon arrival at their destination, employees are expected to take the less expensive option between a taxi and an airport shuttle service to his/her hotel or meeting site. When circumstances dictate that a rental car is necessary and/or the most economical approach to the travel requirements, the least expensive car that will accomplish the job should be rented. The district shall not reimburse for any kind of rental car supplemental insurance.

3.21 Licensed Personnel Tobacco Use

Revised: June 10, 2013

Smoking or use of tobacco or products containing tobacco in any form (including, but not limited to, cigarettes, cigars, chewing tobacco, and snuff) in or on any real property owned or leased by a District school, including school buses owned or leased by the District, or other school vehicles is prohibited.

With the exception of recognized tobacco cessation products, this policy's prohibition includes any tobacco or nicotine delivery system or product. Specifically, the prohibition includes any product that is manufactured, distributed, marketed, or sold as e-cigarettes, e-cigars, e-pips, or under any other name or descriptor.

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

Legal Reference: A.C.A. § 6-21-609

3.22 Dress Code

Teachers are professional people and should dress accordingly. T-shirts or faded or stained clothes are not considered proper attire during performance of professional duties or when representing the school. Teachers have always been looked upon as conservative, yet neat and distinctive leaders in our community.

3.23 Licensed Personnel Political Activity

Adopted: 4-20-06

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

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

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

3.24 Licensed Personnel Debts

Adopted: June 10, 2013

For the purposes of this policy, "garnishment" of a district employee is when the employee has lost a lawsuit to a judgment creditor who brought suit against a school district employee for an unpaid debt, has been awarded money damages as a result, and these damages are recoverable by filing a garnishment action against the employee's wages. For the purposes of this policy, the word "garnishment" excludes such things as child support, student loan or IRS liens or voluntary deductions levied against an employee's wages.

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

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

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

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

3.24.SS Employee Lunches/Debts To District

Adopted: June 11, 2007

In some situations, employees of the district may have need to delay payment for meals they eat in our cafeterias until a later time. To insure such debt is cleared, all employees who wish to charge in our cafeteria program must sign an agreement prior to the initial charge that the amount of any outstanding balances against their accounts will be deducted from the employee's final paycheck of the contract school year.

**Southside School District
Employee Cafeteria
Credit Agreement**

I, _____, in order to be allowed to charge meals in Southside School's cafeterias, agree to have any outstanding balances at the end of each current school year deducted from my final paycheck from the district. I understand that my ability to charge such meals is contingent upon this agreement.

Teacher's Signature _____

Cafeteria Manager _____

Date of Agreement _____

3.25 LICENSED PERSONNEL GRIEVANCES

Revised June 11, 2007

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

Definitions

Grievance: a claim or concern related to the interpretation, application, or claimed violation of the personnel policies, including salary schedules, federal or state laws and regulations, or terms or conditions of employment, raised by an individual employee of this school district. Other matters for which the means of resolution are provided or foreclosed by statute or administrative procedures shall not be considered grievances. Specifically, no grievance may be entertained against a supervisor for directing, instructing, reprimanding, or “writing up” an employee under his/her supervision.

Group Grievance: A grievance may be filed as a group grievance if it meets the following criteria: (meeting the criteria does not ensure that the subject of the grievance is, in fact, grievable)

- More than one individual has interest in the matter; and
- The group has a well-defined common interest in the facts and/or circumstances of the grievance; and
- The group has designated an employee spokesperson to meet with administration and/or the board; and
- All individuals within the group are requesting the same relief.

Employee: any person employed under a written contract by this school district.

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

Working day: a day in which a majority of the employees of the same job classification as the employee with a grievance is scheduled to work.

Process

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

If the grievance cannot be resolved by the immediate supervisor, the employee can advance the grievance to Level Two. To do this, the employee must complete the top half of the Level Two Grievance Form within five working days of the discussion with the immediate supervisor, citing the manner in which the specific personnel policy was violated that has given rise to the grievance, and submit the Grievance Form to his/her immediate supervisor. The supervisor will have ten working days to respond to the grievance using the bottom half of the Level Two Grievance Form which he/she will submit to the building principal or, in the event that the employee’s immediate supervisor is the building principal, the superintendent.

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

written response to the grievance to the employee. If the grievance is not advanced to Level Three within five working days the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

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

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

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

The school board will address the grievance at the next regular meeting of the school board, unless the employee agrees in writing to an alternate date for the hearing. After reviewing the Level Two Grievance Form and the superintendent's reply, the board will decide if the grievance, on its face, is grievable under district policy. If the grievance is presented as a "group grievance," the Board shall first determine if the composition of the group meets the definition of a "group grievance." If the Board determines that it is a group grievance, the Board shall then determine whether the matter raised is grievable. If the Board rules the composition of the group does not meet the definition of a group grievance, or the grievance, whether group or individual, is not grievable, the matter shall be considered closed. (Individuals within the disallowed group may choose to subsequently refile their grievance as an individual grievance beginning with Level One of the process.) If the Board rules the grievance to be grievable, they shall immediately commence a hearing on the grievance. All parties have the right to representation by a person of their own choosing who is not a member of the employee's immediate family at the appeal hearing before the Board of Directors. The employee shall have no less than 90 minutes to present his/her grievance, unless a shorter period is agreed upon by the employee and both parties shall have the opportunity to present and question witnesses. The hearing shall be open to the public unless the employee requests a private hearing. If the hearing is open, the parent or guardian of any student under the age of eighteen years who gives testimony may elect to have the student's testimony given in closed session. At the conclusion of the hearing, if the hearing was closed, the Board of Directors may excuse all parties except board members and deliberate, by themselves, on the hearing. At the conclusion of an open hearing, board deliberations shall also be in open session unless the board is deliberating the employment, appointment, promotion, demotion, disciplining, or resignation of the employee. A decision on the grievance shall be announced no later than the next regular board meeting.

Records

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

Reprisals

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

Legal Reference: ACA § 6-17-208

3.25F LICENSED PERSONNEL LEVEL TWO GRIEVANCE FORM

Name: _____

Date submitted to supervisor: _____

Personnel Policy grievance is based upon:

Grievance (be specific): _____

What would resolve your grievance? _____

Supervisor's Response

Date submitted to recipient: _____

3.26 Licensed Personnel Sexual Harassment

Adopted: June 30, 2011

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

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

It shall be a violation of this policy for any student or employee to be subjected to, or to subject another person to, sexual harassment as defined in this policy. Any employee found, after an investigation, to have engaged in sexual harassment will be subject to disciplinary action up to, and including, termination.

Sexual harassment refers to unwelcome sexual advances, requests for sexual favors, or other personally offensive verbal, visual, or physical conduct of a sexual nature made by someone under any of the following conditions:

1. Submission to the conduct is made, either explicitly or implicitly, a term or condition of an individual's education or employment;
2. Submission to, or rejection of, such conduct by an individual is used as the basis for academic or employment decisions affecting that individual; and/or
3. Such conduct has the purpose or effect of substantially interfering with an individual's academic or work performance or creates an intimidating, hostile, or offensive academic or work environment.

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

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

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

Employees who believe they have been subjected to sexual harassment are encouraged to file a complaint by contacting their immediate supervisor, administrator, or Title IX coordinator who will assist them in the complaint process. Under no circumstances shall an employee be required to first report allegations of sexual harassment to a school contact person if that person is the individual who is accused of the harassment. To the extent possible, complaints will be treated in a confidential manner. Limited disclosure may be necessary in order to complete a thorough investigation.

Employees who file a complaint of sexual harassment will not be subject to retaliation or reprisal in any form.

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

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

Legal References: Title IX of the Education Amendments of 1972, 20 USC 1681, et seq.
Title VII of the Civil Rights Act of 1964, 42 USC 2000-e, et seq.
A.C.A. § 6-15-1005 (b) (1)

3.28 Acceptable Use and Internet Safety Policy

Adopted: March 9, 2006

The Southside School District is responsible for securing its network and computer systems against unauthorized access and/or abuse, while making the technology accessible for authorized and legitimate users. This responsibility includes informing users of expected standards of conduct and the punitive measures for not adhering to them.

The Technology Committee of Southside School has developed the following policy for the student body and faculty/staff covering the use of a computer and/or computer network. Any person using a computer and/or computer network is covered by this policy while on the school campus or when accessing the school's system from a computer outside the physical boundaries of the school.

All potential users of computer/computer networks (including the Internet) at Southside School must read the following policy and complete the attached application and contract agreement before being granted access to the system. If a student is under 18 years of age, he or she must have his or her parents or guardians read and sign the policy. The School District cannot provide access to any student who, if 18 or older, fails to sign and submit the policy to the school as directed or, if under 18, does not return the policy as directed with the signatures of the student and his/her parents or guardians.

Educational Purposes

1. This network has been established for educational and administrative purposes only. Southside School District uses a state-provided Internet filtering system which filters each computer on campus from access to materials harmful to minors.
2. Use of the computer is a privilege, not a right, and misuse of the computer or computer network will result in temporary/permanent revocation of this privilege. Students must understand that one student's misuse of the network and Internet access may jeopardize the ability of all students to enjoy such access.
3. All computers are in teacher-supervised areas, including classrooms, media centers and computer labs. The computers/network will be used for the pursuit of intellectual activities, to seek educational resources, access libraries and communicate through e-mail. The school's network shall be used only for approved education purposes. An adult will be in the room at all times when students are using computer equipment. The adult will monitor student computer use and will take appropriate action if misuse is detected. District personnel will also monitor all non-student computer activity.
4. It is the user's responsibility not to initiate access to inappropriate material on the Internet. Network administrators reserve the right to regulate access to Internet materials.

Unacceptable Uses of Network

1. The computer shall not be used to harm other people in any manner.
2. All computers and computer work shall be free from interference by others.
3. Computers/computer networks shall not be abused or harmed in any way.
4. The technology shall not be used in any immoral or unethical manner.
5. The school network may not be used for commercial purposes. You may not offer, provide or purchase products or services through this network.
6. Students will not be allowed to post web pages on the school's network. No commercial links will be placed on the school website
7. Students may not bring personal laptops, desktop computers, or any other wireless devices to school, nor may they access the school network from any

computer or device other than a school provided one. Only school-supplied disks/cds can be used in any computer at Southside. No student may bring any disk/cd or usb drive from home for school use.

8. Deletion, examination, copying or modification of files and/or data belonging to others is prohibited without their consent.

9. Software may not be copied unless it is legal to do so.

10. Access to programs, computer games, or the Internet without authorization from a teacher is prohibited.

11. Any unauthorized, deliberate action, which damages or disrupts a computer, a network, or related hardware and software, alters the normal performance of said equipment, or causes it to malfunction is a violation of this policy regardless of system location or time duration.

12. Students may not visit nor download materials from any site, which contains offensive or immoral pictures, language, or any other material inappropriate for an educational setting. The school, either by itself or in combination with the provider of Internet access, will utilize filtering software or other technologies to prevent students from accessing visual depictions that are (1) obscene, (2) child pornography, or (3) harmful to minors.

Personal Safety

1. Students will protect their personal safety while using the Internet.

2. Students will not post personal contact information about themselves or other people. Personal contact information includes your name, school address, work address, home address, social security number, telephone number, credit card numbers, etc.

3. Students should promptly disclose to a teacher or other adult any message received that is inappropriate or threatening.

Sharing a User ID/password with any other person is prohibited. In the event that a person does share his/her User ID/password with another person, both parties will be disciplined and the owner of the ID/password will be held responsible for the actions of the user.

Security on any computer system is high priority. If a security problem is detected, the system administrator must be notified immediately. Do not attempt to use another individual's account. Attempts to log in to the system as another user will result in cancellation of all computer privileges. Any user identified by the system administrator as a security risk or as having a history of problems with computer/computer systems may be denied use privileges.

Systems Security

The following rules shall apply to the security of the system:

1. Decoding or attempting to decode system or user passwords is prohibited.

2. The copying of systems files is prohibited.

3. The copying of copyrighted materials, such as third party software without the express written permission of the owner or without the proper license, is prohibited.

4. Intentional attempts to "crash", "hack into", invade or damage network system or programs are prohibited.

5. Attempts to secure a higher level of privilege on network system are prohibited.

6. The willful introduction of computer "viruses" or other disruptive/destructive programs into the Southside networks or external network is prohibited.

Network activities will not lead to intimidation, embarrassment, or harassment.

1. Forgery (or attempted forgery) of e-mail is prohibited.
2. Attempts to read, delete, copy or modify the e-mail of other users are prohibited.
3. Attempts at sending unsolicited junk mail, "for-profit" messages, or chain letters are prohibited. "Spamming" is prohibited. Spamming is the unsolicited sending of bulk or commercial messages over the Internet.
4. No profane, offensive, abusive or otherwise objectionable language shall be entered in to the computer.
5. Users will not use any method to bypass the school's selected filtering process.
6. Students may not visit nor download materials from any site, which contains offensive or immoral pictures, language, or any other materials inappropriate for an educational setting. Any type of "chat room" or other form of direct electronic communications (including messengers) is prohibited. Neither shall you access material that advocates illegal acts, violence or discrimination towards other people.

Definition of the penalty for inappropriate computer/network usage:

- A. First Offense – One week suspension from computer use at school plus any other action as deemed necessary by the school principal. Student will be responsible for all assigned computer work while suspended.
- B. Second Offense – Two weeks suspension from computer use at school plus any other action as deemed necessary by the school principal. A parent-principal conference will be conducted to emphasize that future offenses will result in suspension for the remainder of the semester. The student will do his/her computer assignments outside of school or he/she will receive no credit.
- C. Third Offense – Suspension for the remainder of the semester from computer use at school, plus any other action as deemed necessary by the school principal. Student will be responsible for all assigned computer work while suspended.
- D. SEVERE CLAUSE: The principal has the discretion to bypass any level of offense and invoke a higher level of penalty.

Network and Internet access is provided as a tool for education. The school 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 Internet access and any and all information transmitted or received in connection with such usage. All such information files shall be and remain the property of the Southside School District and no user shall have any expectation of privacy regarding such materials. Any student or user under the age of 18 agrees to make this policy known to his/her parents and to obtain their written approval in order to use the Southside computers/network.

The school district makes no warranties of any kind, either expressed or implied, in connection with its provision of access to and use of its computer networks and the Internet provided under this policy. The school will not be responsible for any claim, losses, damages or costs (including attorney's fees) of any kind suffered, directly or indirectly, by any user or his or her parent(s) or guardian(s) arising out of the user's use of its computer networks or the Internet under this policy. By signing this policy, users are taking full responsibility for computer use, and the user who is 18 or older or, in the case of a user under 18, the parent(s) or guardian(s) are agreeing to indemnify and hold the school, the school district, the data acquisition site that provides the computer and Internet access opportunity to the school district and of their administrators, teachers, and staff harmless from any and all loss, costs, claims or damages resulting from the user's access to its computer network and the Internet, including but not limited to any fees or charges incurred through purchases of goods or services by the user. The user or, if the user is a minor, the user's parent(s) or guardian(s) agree to cooperate with school in the event of the school's initiating an investigation of a user's use of his or her access to its computer network and the Internet, whether that use is on a school computer or on another computer outside the school district's network.

This policy will be periodically reviewed/revised as deemed necessary by the Southside School District Technology Committee.

3.28F Acceptable Use and Internet Safety Policy
APPLICATION AND CONTRACT AGREEMENT
INTERNET ACCOUNT/COMPUTER ACCESS

Last Name: _____ First Name: _____

Home Address: _____ Home Phone: _____

I am a (check one):

Teacher Paraprofessional _____
 Media Specialist Support Staff
 Administrator

After reading the Acceptable Use and Internet Safety Policy of the Southside School District, please read and fill out the appropriate portions of the following contract. Please return the contract to the Principal's or Superintendent's Office.

User Contract

I have read the Acceptable Use and Internet Safety Policy of the Southside School District. I understand and agree to abide by the stated terms and conditions set forth in this document. I further understand that violations of the regulations are unethical and may constitute a criminal offense. Should I commit a violation, my access privileges may be revoked, school disciplinary and/or appropriate legal action may be taken.

It is extremely important that teachers NEVER share their passwords with students, because teachers have more rights on the network than students. To protect the security of your own and other's files, please NEVER share your password with anyone and always log out when you leave your computer. Do not allow a student to use the computer with your login name and password. This could lead to a breach of security including changing grades on permanent records, looking at tests, etc.

User Name (please print): _____

User Signature: _____ Date: _____

3.29 School Calendar

The superintendent shall present to the personnel policies committee (PPC) a school calendar which the board has adopted as a proposal. The superintendent, in developing the calendar, shall accept and consider recommendations from any staff member or group wishing to make calendar proposals. The PPC shall have the time prescribed by law and/or policy in which to make any suggested changes before the board may vote to adopt the calendar.

The District shall not establish a school calendar that interferes with any ACTAAP scheduled testing that might jeopardize or limit the valid testing and comparison of student learning gains.

The Southside School District shall operate by the following calendar

Southside School District 2016-2017 School Calendar

July '16						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January '17						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August '16						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 10-11 Staff Development
 August 11 Open House
 August 15 Classes Begin
 September 5 Labor Day Holiday (No School)
 October 14 End of 1st Quarter (44 Student Days)
 October 18 Parent Teacher Conference K-12
 (3:30-7:00 pm)
 October 19 Staff Development (No School)
 November 23-25 Thanksgiving Holiday (No School)
 December 20 End of 2nd Quarter (43 Student Days)
 End of 1st Semester (87 Student Days)
 Dec. 21 -Jan. 2 Christmas Break
 January 3 Classes Resume
 February 20 Presidents' Day
 March 10 End of 3rd Quarter (48 Student Days)
 March 16 Parent Teacher Conference K-12
 (3:30-7:00 p.m.)
 March 20-24 Spring Break
 April 14 Good Friday
 May 18 End of 4th Quarter (38 Student Days)
 End of 2nd Semester (91 Student Days)
 End of School Year (178 Student Days)

February '17						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

September '16						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

March '17						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

October '16						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April '17						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

November '16						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May '17						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

December '16						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June '17						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

 Significant Calendar Events

 Non Student Day or No School

 Inclement Weather Day

School Board Adopted
4/20/2016

Pre-School: (870) 251-2297
 Elementary: (870) 251-2661
 Middle School: (870) 251-2332
 Jr High: (870) 251-4003
 High School: (870) 251-2662
 HIPPY (870) 251-4024

<http://southsideschools.org>

70 Scott Drive
 Batesville, AR 72501
 Administration: (870) 251-2341



SOUTH SIDE SCHOOLS

HOME OF THE SOUTHERNERS

The district recognizes the importance of communication between teachers and parents/legal guardians. 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 guardians 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(s), legal guardian(s), or care-giving adult or adults in a student's home to discuss the student's academic progress unless the student has been placed in the custody of the Department of Human Services and the school has received a court order prohibiting parent or legal guardian participation in parent/teacher conferences¹. More frequent communication is required with the parent(s) or legal guardian(s) of 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 parent(s)/legal guardian(s) for each scheduled conference.

If a student is to be retained at any grade level, or denied course credit, notice of, and the reasons for retention shall be communicated promptly in a personal conference.

Note: ¹ A.C.A. § 9-28-113(b)(6) provides that when the court transfers custody of a child to the Department of Human Services, the court shall issue an order stating whether the parent or legal guardian may participate in parent/teacher conferences.

Legal References: State Board of Education Standards of Accreditation 12.04.1, 12.04.2, and 12.04.3 A.C.A. § 6-15-1702(b)(3)(B)(ii)

3.31 Drug Free Workplace - Licensed Personnel

Revised June 13, 2016

The conduct of district staff plays a vital role in the social and behavioral development of our students. It is equally important that the staff have a safe, healthful, and professional environment in which to work. To help promote both interests, the district shall have a drug free workplace. It is, therefore, the district's policy that district employees are prohibited from the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances, illegal drugs, inhalants, alcohol, as well as inappropriate or illegal use of prescription drugs. Such actions are prohibited both while at work or in the performance of official duties while off district property; violations of this policy will subject the employee to discipline, up to and including termination.

To help promote a drug free workplace, the district shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the district's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance abuse programs, and the penalties that may be imposed upon employees for drug abuse violations.

Should any employee be found to have been under the influence of, or in illegal possession of, any illegal drug, or controlled substance or under the influence of alcohol, whether or not engaged in any school or school-related activity, and the behavior of the employee, if under the influence, is such that it is inappropriate for a school employee in the opinion of the superintendent, the employee may be subject to discipline, up to and including termination.

Possession, use or distribution of drug paraphernalia by any employee, whether or not engaged in school or school-related activities, may subject the employee to discipline, up to and including termination. Possession in one's vehicle or in an area subject to the employee's control will be considered to be possession as though the substance were on the employee's person. This policy also applies to those employees who are under the influence of alcohol while on campus or at school-sponsored functions, including athletic events.

It shall not be necessary for an employee to test at a level demonstrating intoxication by any substance in order to be subject to the terms of this policy. Any physical manifestation of being under the influence of a substance may subject an employee to the terms of this policy. Those physical manifestations include, but are not limited to: unsteadiness; slurred speech; dilated or constricted pupils; incoherent and/or irrational speech; or the presence of an odor associated with a prohibited substance on one's breath or clothing.

Should an employee desire to provide the District with the results of a blood, breath or urine analysis, such results will be taken into account by the District only if the sample is provided within a time range that could provide meaningful results and only by a testing agency chosen or approved by the District. The District shall not request that the employee be tested, and the expense for such voluntary testing shall be borne by the employee.

Any incident at work resulting in injury to the employee requiring medical attention shall require the employee to submit to a drug test, which shall be paid at **the District's worker's compensation carrier's** expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of worker's compensation benefits in accordance with policy 3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION.

Any employee who is charged with a violation of any state or federal law relating to the possession, use or distribution of illegal drugs, other controlled substances or alcohol, or of drug paraphernalia, must notify his immediate supervisor within five (5) week days (i.e., Monday through Friday, inclusive, excluding holidays) of being so charged. The supervisor who is notified of such a charge shall notify the Superintendent immediately.

If the supervisor is not available to the employee, the employee shall notify the Superintendent within the five (5) day period.

Any employee so charged is subject to discipline, up to and including termination. However, the failure of an employee to notify his supervisor or the Superintendent of having been so charged shall result in that employee being recommended for termination by the Superintendent.

Any employee convicted of any criminal drug statute violation for an offense that occurred while at work or in the performance of official duties while off district property shall report the conviction within 5 calendar days to the superintendent. Within 10 days of receiving such notification, whether from the employee or any other source, the district shall notify federal granting agencies from which it receives funds of the conviction. Compliance with these requirements and prohibitions is mandatory and is a condition of employment.

Any employee convicted of any state or federal law relating to the possession, use or distribution of illegal drugs, other controlled substances or alcohol, or of drug paraphernalia, shall be recommended for termination.

Any employee who must take prescription medication at the direction of the employee's physician, and who is impaired by the prescription medication such that he cannot properly perform his duties shall not report for duty. Any employee who reports for duty and is so impaired, as determined by his supervisor, will be sent home. The employee shall be given sick leave, if owed any. The District or employee will provide transportation for the employee, and the employee may not leave campus while operating any vehicle. It is the responsibility of the employee to contact his physician in order to adjust the medication, if possible, so that the employee may return to his job unimpaired. Should the employee attempt to return to work while impaired by prescription medications, for which the employee has a prescription, he will, again, be sent home and given sick leave, if owed any. Should the employee attempt to return to work while impaired by prescription medication a third time the employee may be subject to discipline, up to and including a recommendation of termination.

Any employee who possesses, uses, distributes or is under the influence of a prescription medication obtained by a means other than his own current prescription shall be treated as though he was in possession, possession with intent to deliver, or under the influence, etc. of an illegal substance. An illegal drug or other substance is one which is (a) not legally obtainable; or (b) one which is legally obtainable, but which has been obtained illegally. The District may require an employee to provide proof from his physician and/or pharmacist that the employee is lawfully able to receive such medication. Failure to provide such proof, to the satisfaction of the Superintendent, may result in discipline, up to and including a recommendation of termination.

A report to the appropriate licensing agency shall be filed within seven (7) days of:

- 1) A final disciplinary action taken against an employee resulting from the diversion, misuse, or abuse of illicit drugs or controlled substances; or
- 2) The voluntary resignation of an employee who is facing a pending disciplinary action resulting from the diversion, misuse, or abuse of illicit drugs or controlled substances.

The report filed with the licensing authority shall include, but not be limited to:

- The name, address, and telephone number of the person who is the subject of the report; and
- A description of the facts giving rise to the issuance of the report.

When the employee is not a healthcare professional, law enforcement will be contacted regarding any final disciplinary action taken against an employee for the diversion of controlled substances to one (1) or more third parties.

A.C.A. § 11-9-102
A.C.A. § 17-80-117

3.32 LICENSED PERSONNEL FAMILY MEDICAL LEAVE

Revised: June 13, 2016

The Family and Medical Leave Act (FMLA) offers job protection for **leave that** might otherwise be considered excessive absences. Employees need to carefully comply with this policy to ensure they do not lose FMLA protection due to inaction or failure to provide the District with needed information. The FMLA provides up to **twelve** (12) work weeks (or in some cases **twenty-six** (26) weeks) of job-protected leave to eligible employees with absences that qualify under the FMLA. While an employee can request FMLA leave and has a duty to inform the District as provided in this policy of foreseeable absences that may qualify for FMLA leave, it is the District's ultimate responsibility to identify qualifying absences as FMLA or non-FMLA. FMLA leave is unpaid, except to the extent that paid leave applies to any given absence as governed by the FMLA and this policy.

SECTION ONE – FMLA LEAVE GENERALLY

Definitions:

Eligible Employee: is an employee who has

- 1 **Been employed by the District for at least twelve (12) months, which are not required to be consecutive; and**
- 2 **Performed at least 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave.**

FMLA: is the Family and Medical Leave Act

“Health Care Provider” means:

- a **A doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices;**
- b **Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the State and performing within the scope of their practice as defined under State law;**
- c **Nurse practitioners, nurse-midwives, clinical social workers and physician assistants who are authorized to practice under State law and who are performing within the scope of their practice as defined under State law;**
- d **Christian Science Practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts. Where an employee or family member is receiving treatment from a Christian Science practitioner, an employee may not object to any requirement from an employer that the employee or family member submit to examination (though not treatment) to obtain a second or third certification from a health care provider other than a Christian Science practitioner except as otherwise provided under applicable State or local law or collective bargaining agreement;**
or
- e **Any other person determined by the U.S. Secretary of Labor to be capable of providing health care services.**

Instructional Employee: is an employee whose principal function is to teach and instruct students in a class, a small group, or an individual setting and includes athletic coaches, driving instructors, preschool teachers, and special education assistants such as signers for the hearing impaired. The term does not include, and the special rules related to the taking of leave near the end of a semester do not apply to, teacher assistants or aides who do not have as their principal job actual teaching or instructing, nor does it include administrators, counselors, librarians, psychologists, **and** curriculum specialists.

Intermittent leave: is FMLA leave taken in separate blocks of time due to a single qualifying reason. A reduced leave schedule is a leave schedule that reduces an employee's usual number of working hours per workweek, or hours per workday. A reduced leave schedule is a change in the employee's schedule for a period of time, normally from full-time to part-time.

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

Parent: is the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or a daughter. This term does not include parents “in-law.”

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

Son or daughter, for numbers 1, 2, or 3 below: is a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age **eighteen (18)**, or age **eighteen (18)** or older and “incapable of self-care because of a mental or physical disability” at the time that FMLA leave is to commence.

Year: the twelve (12) month period measured forward from the date any employee used any FLMA leave for reasons 1 through 5.

Policy

The provisions of this policy are intended to be in line with the provisions of the FMLA. If any conflict(s) exist, the Family and Medical Leave Act of 1993, as amended, shall govern.

Leave Eligibility

The District will grant up to twelve (12) weeks of leave in a year in accordance with the FMLA as amended to its eligible employees for one or more of the following reasons:

- Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
- Because of the placement of a son or daughter with the employee for adoption or foster care;
- To care for the spouse, son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition;
- Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee **and**
- Because of any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. (See Section Two)
- To care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury. (See Section Two)

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

A **legally married couple** who are both eligible employees employed by the District may not take more than a combined total of **twelve (12)** weeks of FMLA leave for reasons 1, 2, **or to care for a parent under number 3**.

Provisions Applicable to both Sections One and Two

District Notice to Employees

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

Designation Notice to Employee

When an employee requests FMLA leave or the District determines that an employee's absence may be covered under the FMLA, the District shall provide written notice within five (5) business days (absent extenuating circumstances) to the employee of the District's determination of his/her eligibility for FMLA leave. If the employee is eligible, the District may request additional information from the employee and/or certification from a health care provider to help make the applicability determination. After receiving sufficient information as requested, the District shall provide a written notice within five (5) business days (absent extenuating circumstances) to the employee of whether the leave qualifies as FMLA leave and will be so designated.

If the circumstances for the leave don't change, the District is only required to notify the employee once of the determination regarding the designation of FMLA leave within any applicable twelve (12) month period.

Employees who receive notification that the leave request does not qualify under the FMLA are expected to return to work; further absences that are not otherwise excused could lead to discipline for excessive absences, or termination for job abandonment.

Concurrent Leave Under the FMLA

All FMLA leave is unpaid unless substituted by applicable accrued leave. The District requires employees to substitute any applicable accrued leave (in the order of sick, personal, or vacation leave as may be applicable) for any period of FMLA leave.

An employee who does not have enough accrued leave to cover the number of days of FMLA leave taken shall not have his/her number of contract days altered because some of the FMLA leave taken was unpaid.

Working at another Job while Taking FMLA for Personal or Family Serious Medical Condition

No employee on FMLA leave for their own serious medical condition may perform work at another, non-district job while on FMLA leave. Except as provided in policy 3.44, employees who do perform work at another, non-district job while on FMLA leave for their own serious medical condition will be subject to discipline, which could include termination or nonrenewal of their contract of employment.

No employee on FMLA leave for the serious medical condition of a family member may perform work at another, non-district job while on FMLA leave. Employees who do perform work at another, non-district job while on FMLA leave for the serious medical condition of a family member will be subject to discipline, which could include termination or nonrenewal of their contract of employment.

Health Insurance Coverage

The District shall maintain coverage under any group health plan for the duration of FMLA leave the employee takes at the level and under the conditions coverage would have been provided if the employee had continued in active employment with the District. Additionally, if the District makes a change to its health insurance benefits

or plans that apply to other employees, the employee on FMLA leave must be afforded the opportunity to access additional benefits and/or the same responsibility for changes to premiums. Any changes made to a group health plan **that** apply to other District employees, must also apply to the employee on FMLA leave. The District will notify the employee on FMLA leave of any opportunities to change plans or benefits. The employee remains responsible for any portion of premium payments customarily paid by the employee. When on unpaid FMLA leave, it is the employee's responsibility to submit his/her portion of the cost of the group health plan coverage to the district's business office on or before it would be made by payroll deduction.

The District has the right to pay an employee's unpaid insurance premiums during the employee's unpaid FMLA leave to maintain the employee's coverage during his/her leave. The District may recover the employee's share of any premium payments missed by the employee for any FMLA leave period **that** the District maintains health coverage for the employee by paying the his/her share. Such recovery shall be made by offsetting the employee's debt through payroll deductions or by other means against any monies owed the employee by the District.

An employee who chooses to not continue group health plan coverage while on FMLA leave, is entitled to be reinstated on the same terms as prior to taking the leave, including family or dependent coverages, without any qualifying period, physical examination, exclusion of pre-existing conditions, etc.

If an employee gives unequivocal notice of **an** intent not to return to work, or if the employment relationship would have terminated if the employee had not taken FMLA leave, the District's obligation to maintain health benefits ceases.

If the employee fails to return from leave after the period of leave to which the employee was entitled has expired, the District may recover the premiums it paid to maintain health care coverage unless:

- a. The employee fails to return to work due to the continuation, reoccurrence, or onset of a serious health condition that entitles the employee to leave under reasons 3 or 4 listed above; and/or
- b. Other circumstances exist beyond the employee's control.

Circumstances under "a" listed above shall be certified by a licensed, practicing health care provider verifying the employee's inability to return to work.

Reporting Requirements During Leave

Unless circumstances exist beyond the employee's control, the employee shall inform the district every two (2) weeks during FMLA leave of **his/her** current status and intent to return to work.

Return to Previous Position

An employee returning from FMLA leave is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An equivalent position must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, and authority. Specifically, upon returning from FMLA leave, a teacher may be assigned to another position that is not necessarily the same as the teacher's former job assignment. The employee may not be restored to a position requiring additional licensure or certification.

The employee's right to return to work and/or to the same or an equivalent position does not supersede any actions taken by the District, such as conducting a RIF, **that** the employee would have been subject to had the employee not been on FMLA leave at the time of the District's actions.

Provisions Applicable to Section One

Employee Notice to District

Foreseeable Leave:

When the need for leave is foreseeable for reasons 1 through 4 listed above, the employee shall provide the District with **at least thirty (30)** days' notice, before the date the leave is to begin, of the employee's intention to take leave for the specified reason. An eligible employee who has no reasonable excuse for his/her failure to provide the District with timely advance notice of the need for FMLA leave may **have his/her** FMLA coverage of such leave **delayed** until **thirty (30)** days after the date the employee provides notice.

If there is a lack of knowledge of approximately when the leave will be required to begin, a change in circumstances, or an emergency, notice must be given as soon as practicable. As soon as practicable means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case.

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

If the need for FMLA leave is foreseeable less than **thirty (30)** days in advance, the employee shall notify the District as soon as practicable. If the employee fails to notify as soon as practicable, the District may delay granting FMLA leave for **the number of days equal to the difference between** the number of days in advance that the employee should have provided notice and when the employee actually gave notice.

Unforeseeable Leave:

When the approximate timing of the need for leave is not foreseeable, an employee shall provide the District notice of the need for leave as soon as practicable given the facts and circumstances of the particular case.

Ordinarily, the employee shall notify the District within two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, fax, **email** or other electronic means. If the eligible employee fails to notify the District as required, unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.

Medical Certification

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

Recertification: The District may request, either orally or in writing, the employee obtain a recertification in connection with the employee's absence, at the employee's expense, no more often than every thirty (30) days unless one or more of the following circumstances apply;

- a. The original certification is for a period greater than **thirty** (30) days. In this situation, the District may require a recertification after the time of the original certification expires, but in any case, the District may require a recertification every six (6) months.
- b. The employee requests an extension of leave;
- c. Circumstances described by the previous certification have changed significantly; and/or
- d. The district receives information that casts doubt upon the continuing validity of the certification.

The employee must provide the recertification **within** fifteen (15) calendar days after the District's request.

No second or third opinion **a** on recertification may be required.

The District may deny FMLA leave if an eligible employee fails to provide **a** requested certification.

Substitution of Paid Leave

When an employee's leave has been designated as FMLA leave for reasons 1 (as applicable), 2, 3, or 4 above, the District requires employees to substitute accrued sick, vacation, or personal leave for the period of FMLA leave.

To the extent the employee has accrued paid vacation or personal leave, any leave taken that qualifies for FMLA leave for reasons 1 or 2 above shall be paid leave and charged against the employee's accrued leave.

Workers Compensation: FMLA leave may run concurrently with a workers' compensation absence when the injury is one that meets the criteria for a serious health condition. To the extent that workers compensation benefits and FMLA leave run concurrently, the employee will be charged for any paid leave accrued by the employee at the rate necessary to bring the total amount of combined income up to 100% of usual contracted daily rate of pay. If the health care provider treating the employee for the workers compensation injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent job, the employee may decline the District's offer of a "light duty job." As a result, the employee may lose his/her workers' compensation payments, but for the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

Return to Work

If the District's written designation determination that the eligible employee's leave qualified as FMLA leave under reason 4 above stated that the employee would have to provide a "fitness-for-duty" certification from a health care provider for the employee to resume work, the employee must provide such certification prior to returning to work. The employee's failure to do so voids the District's obligation to reinstate the employee under the FMLA and the employee shall be terminated.

If the District's written designation determination that the eligible employee's leave qualified as FMLA leave under reason 4 above stated that the employee would have to provide a "fitness-for-duty" certification from a health care provider for the employee to resume work **and** the designation determination listed the employee's essential job functions, the employee must provide certification that the employee is able to perform those functions prior to returning to work. The employee's failure to do so or his/her inability to perform his/her job's essential functions voids the District's obligation to reinstate the employee under the FMLA and the employee shall be terminated.

Failure to Return to Work:

In the event that an employee is unable or fails to return to work within FMLA's leave timelines, the superintendent will make a determination at that time regarding the documented need for a severance of the employee's contract due to the inability of the employee to fulfill the responsibilities and requirements of his/her contract.

Intermittent or Reduced Schedule Leave

To the extent practicable, employees requesting intermittent or reduced schedule leave shall provide the District with not less than **thirty (30)** days' notice, before the date the leave is to begin, of the employee's intention to take leave.

Eligible employees may only take intermittent or reduced schedule leave for reasons 1 and 2 listed above if the District agrees to permit such leave upon **the** request of the employee. If the District agrees to permit an employee to take intermittent or reduced schedule leave for such reasons, the agreement shall be consistent with this policy's requirements governing intermittent or reduced schedule leave. The employee may be transferred temporarily during the period of scheduled intermittent or reduced leave to an alternative position **that** the employee is qualified **for** and **that** better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties.

Eligible employees may take intermittent or reduced schedule FMLA leave due to reasons 3 or 4 listed above when the medical need is best accommodated by such a schedule. The eligible employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health care provider.

When granting leave on an intermittent or reduced schedule for reasons 3 or 4 above that is foreseeable based on planned medical treatment, the District may temporarily transfer non-instructional, eligible employees for the period of scheduled intermittent or reduced leave to an alternative position **that** the employee is qualified **for** and **that** better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

If an eligible employee who meets the definition of an instructional employee requests intermittent or reduced schedule leave for reasons 3 or 4 above that is foreseeable based on planned medical treatment and the employee would be on leave for greater than **twenty per-cent (20%)** of the total number of working days in the period during which the leave would extend, the district may require the employee to elect either

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

If the employee chooses to transfer to an alternative position, **the alternative position** shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

An eligible instructional employee who needs intermittent leave or leave on a reduced leave schedule for reasons 3 or 4 above may not be transferred to an alternative position during the period of the employee's intermittent or reduced leave schedule if, based on the foreseeable planned medical treatment, the employee would be on leave for **twenty percent (20%)** or less of the total number of working days over the period the leave would extend.

Instructional employees are not required to request intermittent leave when the instructional employee's FMLA leave spans a period when school is closed, such as for winter, spring, or summer breaks; in addition, the time the school is closed is not counted when calculating the amount of FMLA leave the instructional employee has used.

Leave taken by eligible instructional employees near the end of the semester

In any of the following scenarios, if the District chooses to require the eligible, instructional employee to stay on leave until the end of the semester, only the portion of the leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. The required non-FMLA leave will not be considered excessive absenteeism.

Leave more than **Five (5) weeks prior to end of the semester**

If the eligible, instructional employee begins leave, due to reasons 1 through 4 listed above, more than 5 weeks prior to the end of the academic term, the District may require the employee to continue taking leave until the end of the semester, if

- 1 The leave is of at least **three (3)** weeks duration; and
- 2 The return to employment would occur during the **three (3)**-week period before the end of the semester.

Leave less than **Five (5) weeks prior to end of the semester**

If the eligible, instructional employee begins leave, due to reasons 1, 2, or 3 listed above, during the period that commences **five (5)** weeks prior to the end of the academic term, the District may require the employee to continue taking leave until the end of the semester, if

- a The leave is of greater than **two (2)** weeks duration; and
- b The return to employment would occur during the **two (2)**-week period before the end of the semester.

Leave less than **three (3) weeks prior to end of the semester**

If the eligible, instructional employee begins leave, due to 1, 2, or 3 listed above, during the period that commences **three (3)** weeks prior to the end of the semester and the duration of the leave is greater than **five (5)** working days, the District may require the employee to continue to take leave until the end of the semester.

SECTION TWO -- FMLA LEAVE CONNECTED TO MILITARY SERVICE

Leave Eligibility

The FMLA provision of military associated leave is in two categories. Each one has some of its own definitions and stipulations. Therefore, they are dealt with separately in this Section of the policy. Definitions different than those in Section One are included under the respective reason for leave. Definitions that are the same as in Section One are NOT repeated in this Section.

QUALIFYING EXIGENCY

An eligible employee may take FMLA leave for any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. Examples include issues involved with short-notice deployment, military events and related activities, childcare and school activities, the need for financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and other activities as defined by federal regulations.

Definitions:

Covered active duty means

- in the case of a member of a **regular** component of the Armed Forces, duty during deployment of the member with the armed forces to a foreign country; and
- in the case of a member of a **reserve** component of the Armed Forces, duty during deployment of the member with the armed forces to a foreign country under a call to order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code.

Son or daughter on active duty or call to active duty status means the employee's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood in loco parentis, who is on active duty or call to active duty status, and who is of any age.

Certification

The District may require the eligible employee to obtain certification to help the district determine if the requested leave qualifies for FMLA leave for the purposes of a qualifying exigency. The District may deny FMLA leave if an eligible employee fails to provide **the** requested certification.

Employee Notice to District

Foreseeable Leave:

When the necessity for leave for any qualifying exigency is foreseeable, whether because the spouse, son, daughter, or parent of the employee is on covered active duty, or because of notification of an impending call or order to covered active duty, the employee shall provide such notice to the District as is reasonable and practicable regardless of how far in advance the leave is foreseeable. As soon as practicable means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case.

Unforeseeable Leave:

When the approximate timing of the need for leave is not foreseeable, an employee shall provide the District notice of the need for leave as soon as practicable given the facts and circumstances of the particular case. Ordinarily, the employee shall notify the District within two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, fax, **email**, or other electronic means. If the eligible employee fails to notify the District as required unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.

Substitution of Paid Leave

When an employee's leave has been designated as FMLA leave **for** any qualifying exigency, the District requires employees to substitute accrued vacation, or personal leave for the period of FMLA leave.

Intermittent or Reduced Schedule Leave

Eligible employees may take intermittent or reduced schedule leave for any qualifying exigency. The employee shall provide the district with as much notice as is practicable.

Leave taken by an eligible instructional employees more than **five (5) weeks prior to end of the semester**

If an eligible, instructional employee begins leave due to any qualifying exigency more than **five (5)** weeks prior to the end of the semester, the District may require the employee to continue taking leave until the end of the semester, if

- 1 The leave is of at least 3 weeks duration; and
- 2 The return to employment would occur during the **three (3)**-week period before the end of the semester.

If the District chooses to require the eligible, instructional employee to stay on leave until the end of the semester, only the portion of the leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement.

SERIOUS ILLNESS

An eligible employee is eligible for leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury under the following conditions and definitions.

Definitions:

Covered Service Member is

1. a member of the Armed Forces, including a member of the National Guard or Reserves, who is a undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
2. a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

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

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

Parent of a covered service member: is a covered service member's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered service member. This term does not include parents "in law."

Serious Injury or Illness:

- (A) In the case of a member of the Armed Forces, including the National Guard or Reserves, it means an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating and
- (B) In the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during a period as a covered service member defined in this policy, it means a qualifying (as defined by the U.S. Secretary of Labor) injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

Son or daughter of a covered service member means a covered service member's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered service member stood in loco parentis, and who is of any age.

Year:

For leave to care for the serious injury or illness of a covered service member, the twelve (12) month period begins on the first day the eligible employee takes FMLA leave to care for a covered service member and ends **twelve** (12) months after that date.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of **twenty-six (26)** weeks of leave during one **twelve (12)**-month period to care for the service member who has a serious injury or illness as defined in this policy. An eligible employee who cares for such a covered service member continues to be limited for reasons 1 through 4 in Section One and for any qualifying exigency to a total of **twelve (12)** weeks of leave during a year as defined in this policy. For example, an eligible employee who cares for such a covered service member for **sixteen (16)** weeks during a **twelve (12)** month period could only take a total of **ten (10)** weeks for reasons 1 through 4 in Section One and for any qualifying exigency. An eligible employee may not take more than **twelve (12)** weeks of FMLA leave for reasons 1 through 4 in Section One and for any qualifying exigency regardless of how little leave the eligible employee may take to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury.

If a legally married couple are both eligible employees employed by the District, the legally married couple are entitled to a combined total of **twenty-six (26)** weeks of leave during one **twelve (12)** month period to care for their spouse, son, daughter, parent, or next of kin who is a covered service member with a serious injury or illness, as defined in this policy. The leave taken by a legally married couple who care for such a covered service member continues to be limited to a total of **twelve (12)** weeks of FMLA leave for reasons 1 through 4 in Section One and for any qualifying exigency during a year, as defined in this policy, regardless of whether or not the legally married couple uses less than a combined total of **fourteen (14)** weeks to care for a covered service member with a serious injury or illness; moreover, the legally married couple's **twelve (12)** weeks are combined when taken for reasons 1, 2, or to care for a parent under reason 3 in Section One.

For example, a legally married couple who are both eligible employees and who care for such a covered service member for **sixteen (16)** weeks during a **twelve (12)** month period could:

- 1 Each take up to **ten (10)** weeks for reason 4 in section 1 or a qualifying exigency;
- 2 Take a combined total of **ten (10)** weeks for reasons 1, 2, or to care for a parent under reason 3 in Section One; or
- 3 Take a combination of numbers 1 and 2 that totals **ten (10)** weeks of leave.

Medical Certification

The District may require the eligible employee to obtain certification of the covered service member's serious health condition to help the District determine if the requested leave qualifies for FMLA leave. The District may deny FMLA leave if an eligible employee fails to provide **the** requested certification.

Employee Notice to District

Foreseeable Leave:

When the need for leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury is clearly foreseeable at least **thirty (30)** days in advance, the employee shall provide the District with not less than **thirty (30)** days' notice before the date **the employee intends for** the leave to begin for the specified reason. An eligible employee who has no reasonable excuse for his/her failure to provide the District with timely advance notice of the need for FMLA leave may **have his/her** FMLA coverage of such leave **delayed** until **thirty (30)** days after the date the employee provides notice.

If the need for FMLA leave is foreseeable less than **thirty (30)** days in advance, the employee shall notify the District as soon as practicable. If the employee fails to notify as soon as practicable, the District may delay granting FMLA leave for **an amount of time equal to the difference between** the length of time that the employee should have provided notice and when the employee actually gave notice.

When the need for leave is to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury, the employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the district subject to the approval of the health care provider of the spouse, son, daughter, or parent of the employee.

Unforeseeable Leave:

When the approximate timing of the need for leave is not foreseeable, an employee shall provide the District notice of the need for leave as soon as practicable given the facts and circumstances of the particular case. Ordinarily, the employee shall notify the District within two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, fax, **email**, or other electronic means. If the eligible employee fails to notify the District as required unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.

Substitution of Paid Leave

When an employee's leave has been designated as FMLA leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury, the District requires employees to substitute accrued sick, vacation, or personal leave for the period of FMLA leave.

Intermittent or Reduced Schedule Leave

To the extent practicable, employees requesting intermittent or reduced schedule leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury shall provide the District **at least thirty (30)** days' notice, before the date the leave is to begin, of the employee's intention to take leave.

Eligible employees may take intermittent or reduced schedule FMLA leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury when the medical need is best accommodated by such a schedule. The eligible employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health care provider.

When granting leave on an intermittent or reduced schedule to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury that is foreseeable based on planned medical treatment, the District may temporarily transfer non-instructional eligible employees for the period of scheduled intermittent or reduced leave to an alternative position **that** the employee is qualified **for and that** better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. Specifically, upon returning from FMLA leave, an employee may be assigned to another position that is not necessarily the same as the employee's former job assignment. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

If an eligible employee who meets the definition of an instructional employee requests intermittent or reduced schedule leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury that is foreseeable based on planned medical treatment and the employee would be on leave for greater than **twenty per-cent (20%)** of the total number of working days in the period during which the leave would extend, the District may require the employee to choose either

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

If the employee chooses to transfer to an alternative position, **the alternative position** shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. Specifically, upon returning from FMLA leave, a teacher may be assigned to another position that is not necessarily the same as the teacher's former job assignment. The employee will not be required to take more FMLA leave than necessary to address the circumstances **that** required the need for the leave.

An eligible instructional employee, who needs intermittent leave or leave on a reduced leave schedule to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury, may not be transferred to an alternative position during the period of the employee's intermittent or reduced leave schedule if, based on the foreseeable planned medical treatment, the employee would be on leave for **twenty percent (20%)** or less of the total number of working days over the period the leave would extend.

Leave taken by eligible instructional employees near the end of the academic the semester

In any of the following scenarios, if the district chooses to require the eligible, instructional employee to stay on leave until the end of the semester, only the portion of the leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. The excess non-FMLA leave will not be considered excessive absenteeism.

Leave more than **five (5) weeks prior to end of the semester**

If the eligible, instructional employee begins leave, for any qualifying exigency or to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury more than **five (5)** weeks prior to the end of the semester, the District may require the employee to continue taking leave until the end of the semester, if

- 1 The leave is of at least **three (3)** weeks duration; and
- 2 The return to employment would occur during the **three (3)**-week period before the end of the semester.

Leave less than **five (5) weeks prior to end of the semester**

If the eligible, instructional employee begins leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury during the period that commences 5 weeks prior to the end of the semester, the District may require the employee to continue taking leave until the end of the semester, if

- a The leave is of greater than **two (2)** weeks duration; and
- b The return to employment would occur during the **two (2)**-week period before the end of the semester.

Leave less than **three (3) weeks prior to end of the semester**

If the eligible, instructional employee begins leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury during the period that commences **three (3)** weeks prior to the end of the semester and the duration of the leave is greater than **five (5)** working days, the District may require the employee to continue to take leave until the end of the semester.

Cross References: 3.8—LICENSED PERSONNEL SICK LEAVE
3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT
3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS'
COMPENSATION

Legal References: 29 USC §§ 2601 et seq.
29 CFR part 825

3.32SF

Southside School District

Employee Request

For Leave of Absence under the Federal Family and Medical Leave Act (FMLA)

(To be completed by Employee)

Employee Name _____

Home Address _____

City _____ State _____ Zip Code _____

Reason for Request: (Check reason) (Please attach any applicable supporting documentation)

_____ birth of your child

_____ adoption of a child by you

_____ placement of a foster child with you

_____ a serious health condition/serious illness that makes you unable to perform the essential functions of your job

_____ a serious health condition/serious illness affecting your (check one)

_____ spouse _____ child _____ parent for which you are needed to provide care

_____ to serve as an organ or bone marrow donor

_____ Military Family Leave – because you are the _____ spouse; _____ son or daughter; _____ parent;

_____ next of kin of a _____ covered service member or _____ covered veteran with a “covered serious injury or illness.”

Duration of Leave: (from) _____ (to) _____
(month/day/year) (month/day/year)

Does your spouse work for the Southside School District _____ (yes) or _____ (no)

If yes, will he/she be taking leave for the same purpose? _____ (yes) _____ (no)

I have read and understood the Southside School District FMLA policy which is on the school website:

(Employee Signature)

(Date)

The completed form was returned to the superintendent’s office on _____
(month/day/year)

Received by: _____ (and a copy was retained by the employee)
(administrative staff signature)

Board Use Only

_____ Approved _____ Denied Board

President: _____ Date: _____

3.33 ASSIGNMENT OF EXTRA DUTIES FOR LICENSED PERSONNEL

From time to time extra duties may be assigned to licensed personnel by the school principal or the Superintendent as circumstances dictate.

Legal Reference: A.C.A. § 6-17-201

3.34 Licensed Personnel Cell Phone Use

Adopted 4-20-06

Revised: June 15, 2015

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

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

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

No employee shall use any device for the purposes of browsing the internet; composing or reading emails and text messages; or making or answering phone calls while driving a motor vehicle which is in motion and on school property. Violation may result in disciplinary action up to and including termination.

Cross References: 4.47— POSSESSION AND USE OF CELL PHONES; AND OTHER ELECTRONIC DEVICES
 7.14—USE OF DISTRICT CELL PHONES AND COMPUTERS

Legal References: IRS Publication 15 B
 A.C.A. § 27-51-1602
 A.C.A. § 27-51-1609

3.35 LICENSED PERSONNEL BENEFITS

Revised: June 15, 2015

The Southside School District provides its licensed personnel benefits consisting of the following:

1. The priceless reward of helping shape the life and future of our children;
2. Health insurance assistance;
3. Contribution to the teacher retirement system;
4. Dental insurance;
5. One sick leave day per contract calendar month, or greater portion thereof; and
6. 2 Personal days.

Legal Reference: A.C.A. § 6-17-201

3.36

LICENSED PERSONNEL DISMISSAL AND NON-RENEWAL

Revised: June 10, 2013

For procedures relating to the termination and non-renewal of teachers, please refer to the Arkansas Teacher Fair Dismissal Act (A.C.A. §§ 6-17-1501 et seq.) and the Teacher Evaluation Support System (A.C.A. §§ 6-17-2801 et seq.). The Acts specifically are not made a part of this policy by this reference.

A copy of the statutes are available for review in the office of the principal of each school building.

Legal Reference: A.C.A. § 6-17-201
 A.C.A. §§ 6-17-1501 et seq.
 A.C.A. §§ 6-17-2801 et seq.

3.37 Assignment of Teacher Aides

Adopted: July 14, 2008

The assignment of teacher aide shall be made by the principal or his/her designee. Changes in the assignments may be made as necessary due to changes in the student population, teacher changes, and to best meet the educational needs of the students.

3.38 Licensed Personnel Responsibilities Governing Bulling

Revised: June 13, 2016

Teachers and other school employees who have witnessed, or are reliably informed that, a student has been a victim of bullying as defined in this policy, including a single action which if allowed to continue would constitute bullying, shall report the incident(s) to the principal. The principal or his/her designee shall be responsible for investigating the incident(s) to determine if disciplinary action is warranted.

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

District staff are required to help enforce implementation of the district's anti-bullying policy. The district's definition of bullying is included below. Students who bully another person are to be held accountable for their actions whether they occur on school equipment or property off school property at a school-sponsored or school-approved function, activity, or event; or going to or from school or a school activity. Students are encouraged to report behavior they consider to be bullying, including a single action which if allowed to continue would constitute bullying, to their teacher or the building principal. The report may be made anonymously.

A school principal or his/her designee who receives a credible report or complaint of bullying shall promptly investigate the complaint or report and make a record of the investigation and any action taken as a result of the investigation.

District employees are held to a high standard of professionalism, especially when it comes to employee-student interactions. Actions by a District employee towards a student that would constitute bullying if the act had been performed by a student shall result in disciplinary action, up to and including termination. This policy governs bullying directed towards students and is not applicable to adult on adult interactions. Therefore, this policy does not apply to interactions between employees. Employees may report workplace conflicts to their supervisor.

Definitions:

Attribute means an actual or perceived personal characteristic including, without limitation, race, color, religion, ancestry, national origin, socioeconomic status, academic status, disability, gender, gender identity, physical appearance, health condition, or sexual orientation:

Bullying means the intentional harassment, intimidation, humiliation, ridicule, defamation, or threat or incitement of violence by a student against another student or public school employee by a written, verbal, electronic, or physical act that may address an attitude of the other student, public school employee, or person with whom the other student or public school employee is associated and that causes or creates actual or reasonable foreseeable:

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

Electronic act means without limitation a communication or image transmitted by means of an electronic device, including without limitation a telephone, wireless phone or other wireless communications device,

computer, or pager that results in the substantial disruption of the orderly operation of the school or educational environment.

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

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

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

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

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

- Sarcastic comments "compliments" about another student's personal appearance or actual or perceived attributes,
- Pointed questions intended to embarrass or humiliate,
- Mocking, taunting or belittling,
- Non-verbal threats and/or intimidation such as "fronting" or "chesting" a person,
- Demeaning humor relating to a student's race, gender, ethnicity or actual or perceived attributes,
- Blackmail, extortion, demands for protection money or other involuntary donations or loans,
- Blocking access to school property or facilities,
- Deliberate physical contact or injury to person or property,
- Stealing or hiding books or belongings, and/or
- Threats of harm to student(s), possessions, or others.
- Sexual harassment, as governed by policy 3.40.1 is also a form of bullying.
- Teasing or name-calling based on the belief or perception that an individual is not conforming to expected gender roles (Example: "Slut") or conduct or is homosexual, regardless of whether the student self-identifies as homosexual (Examples: "You are so gay." "Fag" "Queer").

Legal Reference: A.C.A. § 6-18-514

3.39 Licensed Personnel Records and Reports

Adopted: June 11, 2007

The superintendent or his/her designee shall determine, by individual or by position, those records a teacher is responsible to keep and those reports he/she is required to maintain. It is a requirement of employment that all required records and reports be completed, submitted, or otherwise tendered, and be accepted by the principal or superintendent as complete and satisfactory, before the last month's pay will be released to the licensed employee.

It is the responsibility of each teacher, and not the district, to keep his/her teaching license continuously renewed with no lapses in licensure, and in good standing with the State Board of Education. Failure of a teacher to do so will be grounds for termination.

Legal Reference: A.C.A. § 6-17-104
 A.C.A. § 6-17-401

3.40 Licensed Personnel Duty to Report Child Abuse, Maltreatment or Neglect

Adopted: June 30, 2011

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

The duty to report suspected child abuse or maltreatment is a direct and personal duty, and cannot be assigned or delegated to another person. There is no duty to investigate, confirm or substantiate statements a student may have made which form the basis of the reasonable cause to believe that the student may have been abused or subjected to maltreatment by another person; however, a person with a duty to report may find it helpful to make a limited inquiry to assist in the formation of a belief that child abuse, maltreatment or neglect has occurred, or to rule out such a belief¹. Employees and volunteers who call the Child Abuse Hotline in good faith are immune from civil liability and criminal prosecution.

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

Legal References: A.C.A. § 12-18-107
 A.C.A. § 12-18-201 et seq.
 A.C.A. § 12-18-402

3.41 Licensed Personnel Video Surveillance and Other Monitoring

Adopted: June 30, 2011

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

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

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

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

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

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

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

3.42 **OBTAINING and RELEASING STUDENT'S FREE AND REDUCED PRICE MEAL ELIGIBILITY INFORMATION**

Adopted: June 10, 2013

Obtaining Eligibility Information

A fundamental underpinning of the National School Lunch and School Breakfast Programs (Programs) is that in their implementation, there will be no physical segregation of, discrimination against, or overt identification of children who are eligible for the Program's benefits. While the requirements of the Programs are defined in much greater detail in federal statutes and pertinent Code of Federal Regulations, this policy is designed to help employees understand prohibitions on how the student information is obtained and/or released through the Programs. Employees with the greatest responsibility for implementing and monitoring the Programs should obtain the training necessary to become fully aware of the nuances of their responsibilities.

The District is required to inform households with children enrolled in District schools of the availability of the Programs and of how the household may apply for Program benefits. However, the District and anyone employed by the district is **strictly forbidden** from **requiring** any household or student within a household from submitting an application to participate in the program. There are NO exceptions to this prohibition and it would apply, for example, to the offer of incentives for completed forms, or disincentives or negative consequences for failing to submit or complete an application. Put simply, federal law requires that the names of the children shall not be published, posted or announced in any manner.

In addition to potential federal criminal penalties that may be filed against a staff member who violates this prohibition, the employee shall be subject to discipline up to and including termination.

Releasing Eligibility Information

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

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

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

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

Legal References: Commissioner's Memos IA-05-018, FIN 09-041,
IA 99-011 and FIN 13-018
ADE Eligibility Manual for School Meals Revised July 2012
7 CFR 210.1 – 210.31
7 CFR 220.1 – 220.22
7 CFR 245.5, 245.6, 245.8
42 USC 1758(b)(6)

3.43

DUTY OF LICENSED EMPLOYEES TO MAINTAIN LICENSE IN GOOD STANDING

Adpted: June 12, 2013

It is the responsibility of each teacher, and not the district, to keep his/her teaching license continuously renewed with no lapses in licensure, and in good standing with the State Board of Education. Failure of a teacher to do so will be grounds for termination.

Legal References: A.C.A. § 6-17-401

3.44 LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION

Adopted: June 10, 2013

Revised: June 13, 2016

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

For injuries requiring medical attention, the district will exercise its right to designate the initial treating physician and an injured employee will be directed to seek medical attention, if necessary, from a specific physician or clinic. In addition, **employees whose injuries require medical attention** shall submit to a drug test, which shall be paid at **the District's worker's compensation carrier's** expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of worker's compensation benefits.

A Workers' Compensation absence may run concurrently with FMLA leave when the injury is one that meets the criteria for a serious health condition. To the extent that workers compensation benefits and FMLA leave run concurrently, the employee will be charged for any paid leave accrued by the employee at the rate necessary to bring the total amount of combined income up to 100% of usual contracted daily rate of pay. If the health care provider treating the employee for the workers compensation injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent job, the employee may decline the District's offer of a "light duty job." As a result, the employee may lose his/her workers' compensation payments, but for the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

Employees who are absent from work in the school district due to a Workers' Compensation claim may not work at a non-district job until they have returned to full duties at their same or equivalent district job; those who violate this prohibition may be subject to discipline up to and including termination. This prohibition does NOT apply to an employee **who** has been cleared by his/her doctor to return to "light duty" but the District has no such position available for the employee and the employee's second job qualifies as "light duty".

To the extent an employee has accrued sick leave and a WC claim has been filed, an employee:

- Will be charged for a day's sick leave for the all days missed until such time as the WC claim has been approved or denied;
- Whose WC claim is accepted by the WC insurance carrier as compensable and who is absent for eight or more days shall be charged sick leave at the rate necessary, when combined with WC benefits, to bring the total amount of combined income up to 100% of the employee's usual contracted daily rate of pay;
- Whose WC claim is accepted by the WC insurance carrier as compensable and is absent for 14 or more days will be credited back that portion of sick leave for the first seven (7) days of absence that is not necessary to have brought the total amount of combined income up to 100% of the employee's usual contracted gross pay.

Legal References: Ark. Workers Compensation Commission RULE 099.33 - MANAGED CARE
A.C.A. § 11-9-102
A.C.A. § 11-9-508(d)(5)(A)

A.C.A. § 11-9-514(a)(3)(A)(i)

3.45 Licensed Personnel Social Networking and Ethics

Adopted: June 30, 2011

Revised: June 10, 2013

Definitions

Social Media Account: a personal, individual, and non-work related account with an electronic medium or service where users may create, share, or view user-generated content, including videos, photographs, blogs, podcasts, messages, emails or website profiles or locations, such as FaceBook, Twitter, LinkedIn, MySpace, Instagram.

Professional/education Social Media Account: an account with an electronic medium or service where users may create, share, or view user-generated content, including videos, photographs, blogs, podcasts, messages, emails or website profiles or locations, such as FaceBook, Twitter, LinkedIn, MySpace, Instagram.

Blogs: are a type of networking and can be either social or professional in their orientation. Professional blogs are encouraged and can provide a place for teachers to post homework, keep parents up-to-date, and interact with students concerning school related activities. Social blogs are discouraged to the extent they involve teachers and students in a non-education oriented format.

Policy

Technology used appropriately gives faculty new opportunities to engage students. District staff are encouraged to use educational technology, the Internet, and professional/education social networks to raise student achievement and to improve communication with parents and students. Technology and social media accounts also offer staff many ways they can present themselves unprofessionally and/or interact with students inappropriately.

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

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

The Arkansas Department of Education *Rules Governing the Code of Ethics for Arkansas Educators* requires District staff to maintain a professional relationship with each student, both in and outside the classroom. The School Board of Directors encourages all staff to read and become familiar with the Rules. Conduct in violation of the *Rules Governing the Code of Ethics for Arkansas Educators*, including, but not limited to conduct relating to the inappropriate use of technology or online resources, may be reported to the Professional License Standards Board (PLSB) and may form the basis for disciplinary action up to and including termination.

Staff members are discouraged from creating personal social media accounts to which they invite students to be friends or followers. Employees taking such action do so at their own risk and are advised to monitor the site's privacy settings regularly.

District employees may set up blogs and other professional/education social media accounts using District resources and following District guidelines to promote communications with students, parents, and the community concerning school-

related activities and for the purpose of supplementing classroom instruction. Accessing professional/education social media during school hours is permitted.

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

Whether permitted or not specifically forbidden by policy, or when expressed in an adult-to-adult, face-to-face context, what in other mediums of expression could remain private opinions, including "likes" or comments that endorse or support the message or speech of another person, when expressed by staff on a social networking website, have the potential to be disseminated far beyond the speaker's desire or intention. This could undermine the public's perception of the individual's fitness to educate students, thus undermining the teacher's effectiveness. In this way, the expression and publication of such opinions could potentially lead to disciplinary action being taken against the staff member, up to and including termination or nonrenewal of the contract of employment.

Accessing social media websites for personal use during school hours is prohibited, except during breaks or preparation periods. Staff are discouraged from accessing social media websites on personal equipment during their 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. Staff shall not access social media websites using district equipment at any time, including during breaks or preparation periods, except in an emergency situation or with the express prior permission of school administration. All school district employees who participate in social media websites shall not post any school district data, documents, photographs taken at school or of students, logos, or other district owned or created information on any website. Further, the posting of any private or confidential school district material on such websites is strictly prohibited.

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

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;
3. Change the privacy settings associated with his/her personal social media account; or
4. Retaliate against the employee for refusing to disclose the username and/or password to his/her personal social media account.

The District may require an employee to disclose his or her username and/or password to a personal social media account if the employee's personal social media account activity is reasonable 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 device, or use of the District's network. (See LICENSED PERSONNEL COMPUTER USE POLICY)

Legal Reference: A.C.A. § 11-2-124
 RULES GOVERNING THE CODE OF ETHICS FOR ARKANSAS EDUCATORS

3.46 Vacation Policy Full Time Personnel

Full time Personnel on a twelve month contract shall be entitled to paid vacation according to the following schedule:

1st year	1 week (5 days)
2nd-9th year	2 weeks (10 days)
10th year & up	3 weeks (15 days)

If an employee has been employed by the district with a less than 12 month contract and then is moved into a 12 month position, their vacation leave schedule will begin with 1 week vacation; the following 2-9 years will be 2 weeks, and after 9 years in a 12 month position their vacation leave will be 3 weeks.

All vacation time must be pre-approved by the employee's supervisor. Employees will not be allowed to take more than one week vacation at a time or to take all vacation in the summer unless it is for a special reason and must be approved by their supervisor. In the event that a mutually agreeable time cannot be arranged, the Superintendent will be consulted and the needs of the District will always receive first consideration.

3.47**Cash in Classrooms**

Adopted: November 8, 2004

Revised: June 23, 2014

Teachers in the Southside School District shall deposit daily to the principal's office all activity funds collected in their classrooms. No cash or checks are to be left in any classroom overnight.

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

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

3.48 LICENSED PERSONNEL WEAPONS ON CAMPUS

Adopted: June 10, 2013

Revised: June 15, 2015

Firearms

Except as permitted by this policy, no employee of this school district, including those who may possess a “concealed carry permit,” shall possess a firearm on any District school campus or in or upon any school bus or at a District designated bus stop.

Employees who meet one or more of the following conditions are permitted to bring a firearm onto school property.

- He/she is participating in a school-approved educational course or program involving the use of firearms such as ROTC programs, hunting safety or military education, or before or after-school hunting or rifle clubs;
- The firearms are securely stored and located in an employee’s on-campus personal residence and/or immediately adjacent parking area;
- He/she is a registered, commissioned security guard acting in the course and scope of his/her duties.
- He/she has a valid conceal carry license and leaves his/her handgun in his/her locked vehicle in the district parking lot.

Possession of a firearm by a school district employee who does not fall under any of the above categories anywhere on school property, including parking areas and in or upon a school bus, will result in disciplinary action being taken against the employee, which may include termination or nonrenewal of the employee.

Other Weapons

An employee may possess a pocket knife which for the purpose of this policy is defined as a knife that can be folded into a case and has a blade or blades of less than three (3) inches or less each. An employee may carry, for the purpose of self-defense, a small container of tear gas or mace which for the purpose of this policy is defined as having a capacity of 150cc or less. Employees are expected to safeguard such items in such a way as to ensure they are not possessed by students. Such items are not to be used against students, parents or other school district employees. Possession of weapons, knives or self-defense items that do not comply with the limits contained herein, the failure of an employee to safeguard such items, or the use of such items against students, parents or other school district employees may result in disciplinary action being taken against the employee, which may include termination or nonrenewal of the employee.

Employees who are participating in a Civil War reenactment may bring a Civil War era weapon onto campus with prior permission of the building principal. If the weapon is a firearm, the firearm must be unloaded.

Legal References: A.C.A. § 5-73-119
A.C.A. § 5-73-120
A.C.A. § 5-73-124(a)(2)
A.C.A. § 5-73-301
A.C.A. § 5-73-306
A.C.A. § 6-5-502

3.49—TEACHERS' REMOVAL OF STUDENT FROM CLASSROOM

Adopted: June 15, 2015

Note and advisement: This policy is adopted by the Board of Directors in order to bring the District into compliance with ADE rules concerning student discipline, and to incorporate the provisions of A.C.A. § 6-18-511. However, teachers should be aware that federal law governing a student's Individual Education Program (IEP) or 504 plan, or status as an individual with a disability will supersede Arkansas law. In many cases, removing a student from a classroom due to behavioral problems, will violate a student's IEP, violate a student's 504 plan, or constitute discrimination against the student due to a disability that affects the student's ability to conform his or her behavior. Teachers have been successfully sued for IEP and 504 plan violations in other jurisdictions, and teachers need to understand that violating a student's rights is outside of the scope of his or her employment, and no insurance is available or provided by the school district for either legal defense or to pay a money judgment. Teachers who rely on this law and this policy to exclude a student with special needs or a disability are assuming a grave personal risk.

A teacher may remove a student from class whose behavior the teacher has documented to be repeatedly interfering with the teacher's ability to teach the students in the class or whose behavior is so unruly, disruptive or abusive that it interferes with the ability of the student's other classmates to learn. Students who have been removed from their classroom by a teacher shall be sent to the principal's or principal's designee's office for appropriate discipline.

The teacher's principal or the principal's designee may:

1. Place the student into another appropriate classroom;
2. Place the student into in-school suspension;
3. Place the student into the District's alternative learning environment in accordance with Policy 5.26—ALTERNATIVE LEARNING ENVIRONMENTS;
4. Return the student to the class; or
5. Take other appropriate action consistent with the District's student discipline policies and state and federal law.

If a teacher removes a student from class two (2) times during any nine-week grading period, the principal or the principal's designee may not return the student to the teacher's class unless a conference has been held for the purpose of determining the cause of the problem and possible solutions. The conference is to be held with the following individuals present:

1. The principal or the principal's designee;
2. The teacher;
3. The school counselor;
4. The parents, guardians, or persons in loco parentis; and
5. The student, if appropriate.

However, the failure of the parents, guardians, or persons in loco parentis to attend the conference does not prevent any action from being taken as a result of the conference.

Legal References: A.C.A. § 6-18-511
Arkansas Department of Education Guidelines for the Development, Review and
Revision of School District Student Discipline and School Safety Policies

3.50 ADMINISTRATOR EVALUATOR CERTIFICATION

Adopted: June 10, 2013

Revised: June 23, 2014

Continuing Administrators

The Superintendent or designee shall determine and notify in writing by August 31 of each year those currently employed administrators who will be responsible for conducting Teacher Excellence Support System (hereinafter TESS) summative evaluations who are not currently qualified to fulfill that role. All currently employed administrators so notified shall have until December 31 of the contract year to successfully complete all training and certification requirements for evaluators as set forth by the ADE. It shall constitute just and reasonable cause for nonrenewal of the contract of employment for any administrator who is required to obtain and maintain TESS evaluator certification, as a term and condition of employment, to fail to do so by December 31 of any contract year. No administrator may conduct a summative evaluation unless they have successfully completed all training and certification requirements for evaluators required by the ADE.

Newly Hired or Promoted Administrators

All newly hired or newly promoted administrators, as a term and condition of their acceptance of their contract of employment for their administrative position, are required to obtain and maintain evaluator certification for TESS on or before December 31 of the initial administrative contract year, unless they are explicitly excused from such a contractual requirement by board action at the time of the hire or promotion. It shall constitute just and reasonable cause for nonrenewal of the contract of employment for any newly hired or newly promoted administrator who is required to obtain and maintain TESS evaluator certification, as a term and condition of employment, to fail to do so by December 31 of any contract year. No administrator may conduct a summative evaluation unless they have successfully completed all training and certification requirements for evaluators required by the ADE.

Legal Reference: Arkansas Department Of Education Rules Governing The Teacher Excellence And Support System 4.05

3.51 SCHOOL BUS DRIVER'S USE OF MOBILE COMMUNICATION DEVICES

Adopted: June 23, 2014

“School Bus” is a motorized vehicle that meets the following requirements:

1. Is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District; and
2. Is operated for the transportation of students from home to school, from school to home, or to and from school events.

Any driver of a school bus shall not operate the school bus while using a device to browse the internet, make or receive phone calls or compose or read emails or text messages.² If the school bus is safely off the road with the parking brake engaged, exceptions are allowed to call for assistance due to a mechanical problem with the bus, or to communicate with any of the following during an emergency:

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

In addition to statutorily permitted fines, violations of this policy shall be grounds for disciplinary action up to and including termination.

Legal Reference: A.C.A. § 6-19-120

3.52—Written Code Of Conduct For Employees Involved In Procurement With Federal

Adopted: June 13, 2015

For purposes of this policy, “Family member” includes:

- An individual's spouse;
- Children of the individual or children of the individual's spouse;
- The spouse of a child of the individual or the spouse of a child of the individual's spouse;
- Parents of the individual or parents of the individual's spouse;
- Brothers and sisters of the individual or brothers and sisters of the individual's spouse;
- Anyone living or residing in the same residence or household with the individual or in the same residence or household with the individual's spouse; or
- Anyone acting or serving as an agent of the individual or as an agent of the individual's spouse.

No District employee, administrator, official, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds, including the District Child Nutrition Program funds, if a conflict of interest exists, whether the conflict is real or apparent. Conflicts of interest arise when one or more of the following has a financial or other interest in the entity selected for the contract:

1. The employee, administrator, official, or agent;
2. Any family member of the District employee, administrator, official, or agent;
3. The employee, administrator, official, or agent’s partner; or
4. An organization that currently employs or is about to employ one of the above.

Employees, administrators, officials, or agents shall not solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements including, but not limited to:

- a. Entertainment;
- b. Hotel rooms;
- c. Transportation;
- d. Gifts; or
- e. Meals.

Violations of the Code of Conduct shall result in discipline, up to and including termination. The District reserves the right to pursue legal action for violations.

All District personnel involved in purchases with Federal funds, including child nutrition personnel, shall receive training on the Code of Conduct. Training should include guidance about how to respond when a gratuity, favor, or item with monetary value is offered.

Legal References: A.C.A. § 6-24-101 et seq.
Arkansas Department of Education Rules Governing the Ethical Guidelines And Prohibitions For Educational Administrators, Employees, Board Members And Other Parties
Commissioner’s Memo FIN 09-036
Commissioner’s Memo FIN-10-048
Commissioner’s Memo FIN 15-074
2 C.F.R. § 200.318
7 C.F.R. § 3016.36
7 C.F.R. § 3019.42

3.53

LICENSED PERSONNEL BUS DRIVER END of ROUTE REVIEW

Adopted: June 23, 2014

Each bus driver shall walk inside the bus from the front to the back to make sure that all students have gotten off the bus after each trip. If a child is discovered through the bus walk, the driver will immediately notify the central office and make arrangements for transporting the child appropriately. If children are left on the bus after the bus walk through has been completed and the driver has left the bus for that trip, the driver shall be subject to discipline up to and including termination of the employee's classified contract.

3.54—VOLUNTARY TEACHING DURING PLANNING PERIOD **AND/OR OF MORE THAN THE MAXIMUM NUMBER OF STUDENTS PER DAY**

Adopted: June 15, 2015

Revised: June 13, 2015

A teacher in grades 7-12 may voluntarily enter into an agreement with the District to teach:

- 1) An additional class in place of a planning period; and/or
- 2) More than one hundred fifty (150) students per day.

A teacher who agrees to teach more than the maximum number of students per day is still bound by the maximum number of students per class period in the Standards For Accreditation.

A 7-12 grade teacher who enters into an agreement with the District shall receive compensation based on the teacher's:

- a) Hourly rate of pay for the loss of a planning period; and/or
- b) Basic contract that is pro-rated for every additional student they teach over the maximum number of students permitted per day.

A teacher who wishes to volunteer for numbers 1, 2, **or both** above must enter into a signed agreement with the District prior to the teacher giving up his/her planning period or teaching more than the maximum number of students per day. A teacher shall not be eligible to receive compensation until after the agreement has been signed. The maximum length of the signed agreement between the teacher and the District shall be for the semester the agreement is signed.

Neither the District nor the teacher are obligated to:

- Enter into an agreement;
- Renew an agreement; or
- Continue an agreement past the semester in which the agreement is signed.

The provisions of the Teacher Fair Dismissal Act, A.C.A. § 6-17-1501 et seq., do not apply to an agreement between a teacher and the District entered into under this policy.

Legal Reference: A.C.A. § 6-17-812

3.54F—Voluntary Teaching Instead of Preparatory Period and/or Extra Daily Students Addendum

Adopted: June 13, 2016

The Southside School District and _____ (Teacher) enter into the following contract addendum:

1. A. Teacher has volunteered to teach a class on _____ instead of a preparatory period from _____ through _____
OR
(start date) (end date)
B. Teacher has volunteered to teach more than the one hundred fifty (150) maximum daily number of students, who shall be placed in the appropriate classes so that no one class contains more than thirty (30) students, from _____ through _____.
(start date end date)
2. A. District agrees to pay Teacher for the loss of Teacher’s preparatory period in the amount of _____.
B. 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 in the amount of _____.
3. District agrees to pay teacher as a lump sum to be paid as part of the Teacher’s final check of the semester.
4. This addendum between District and Teacher is in addition to and separate from any other contract between District and Teacher;
5. 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
6. District and Teacher agree that this contract shall be effective for the current semester and that future semesters shall require District and Teacher to enter into a new contract.

Teacher’s Signature: _____ Date: _____

Superintendent’s Signature: _____ Date: _____

Board President’s Signature: _____ Date: _____

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

3.75SS New Teacher Probation:

Every licensed employee hired starting will serve one (1) year of probation at Southside School District. This will be reflected on their contract. Teachers with less than three years total Arkansas experience will be considered probationary.

3.76SS Suspension Policy

Any employee under contract may be suspended by the superintendent for the following causes:

- (1) Immorality,
- (2) Insubordination,
- (3) Failure to follow reasonable regulations and policies,
- (4) Disabilities impairing the performance of duties,
- (5) Inefficiency or incompetency.

3.77SS School Reporting of Student Performance

It shall be the policy of the Board of Education that all teachers will be available for parent-teacher conferences twice every school year. If a student is to be retained at any grade level, notice of retention and the reasons for retention shall be communicated promptly in a personal conference. The professional staff is directed to implement this policy and maintain documentation of each parent's or guardian's participation in these conferences.

3.78SS Leave Of Absence Policy

To obtain a leave of absence an employee must make his request in writing to the superintendent of schools. In his letter requesting leave, he should state the reason for the leave, the tentative dates he wishes the leave to begin and end, and any other information required for the particular type of leave he desires.

- A. Purpose of Leave.
 - 1. Personal Illness
 - 2. Bodily Injury
 - 3. Illness in the Immediate Family
 - 4. Maternity Leave
 - 5. Professional Study and Improvement

- B. Conditions of Leave
 - 1. A leave of absence is granted for a maximum of one-half year.
 - 2. All leaves are without pay.
 - 3. Granting of a leave of absence by the Board of Education signifies its intention to re-employ the person in a same or equal position upon termination of leave.

3.79SS

Catastrophic Sick Leave Policy

Extended Catastrophic Sick Leave Policy is for serious, incapacitating, catastrophic illness such as cancer, stroke, heart attack, and dangerous complications of childbirth requiring hospital confinement, etc. After the accumulated sick leave has been exhausted, the employee shall continue to draw their salary, less substitute teacher pay, for three (3) months, but will be subject to the following conditions:

1. Shall not exceed the contracted salary of the employee.
2. Shall terminate if death ensues.
3. Shall terminate at the end of the school year.
4. If the employee is re-elected for the next year, but is still incapacitated, pay less the substitute compensation will continue until the length of time indicated is expended or until the employee starts drawing long term disability.
5. If the employee takes early retirement, extended sick leave shall be terminated.
6. If the employee resigns, all salary shall be terminated with the exception of that which he/she may have already earned.
7. Extended sick leave must be approved by a committee consisting of one elementary school teacher, one middle school teacher, one high school teacher, one administrator, and one classified employee.
8. Must be licensed by a physician as a catastrophic and incapacitating condition and approved by the Board of Education.

The policy is the same for classified employees, except the rate of pay is two thirds of the daily rate of their salary instead of pay less the substitute amount, since classified employees are usually paid at a lower daily rate than licensed.

Catastrophic Sick Leave does not include; normal surgery such as gallbladder surgery, appendectomy, hysterectomy, etc.; normal pregnancy and delivery, including cesarean section; broken bones or illnesses where the employee would be allowed to return to work in six to eight weeks.

Other examples of catastrophic illness could include, other than the ones mentioned above, severe infections or other complications resulting from surgery or multiple fractures or fractures severe enough that multiple surgeries are required.

3.80SS Payment for Unused Sick Leave at Retirement Policy

Revised: June 15, 2015

Retiring faculty and staff, who have been employed by Southside School District for a minimum of ten years, will be paid for the balance of their unused accumulated sick leave up to a maximum of 90 days.

Licensed teachers will be paid at the rate at which licensed substitute teachers are paid. Classified employees will be paid at the rate at which non- licensed substitute teachers are paid.

3.81SS Policy for employees entering T-Drop or retiring at age 60 and continuing to work.

Revised: June 15, 2015

Effective in the 2000-2001 school year any employee who elects to enter the T-Drop program of the Arkansas Teacher Retirement System/Arkansas Public Employees Retirement System or any employee who at age 60 elects to retire under the Arkansas Teacher Retirement System/Arkansas Public Employees Retirement System and continue to work for the Southside School District may choose to have up to 90 days of accumulated sick leave purchased at the end of the last year of active membership thereby having this payment apply to their last year of calculated service.

Employees who have been employed by Southside School District for a minimum of 10 years will be eligible to be paid for the balance of their accumulated unused sick leave up to a maximum of 90 days. Licensed teachers will be paid at the rate at which licensed substitute teachers are paid. Classified employees will be paid the rate at which non- licensed substitute teachers are paid.

The decision shall be made in writing to the superintendent by May 31st of the active membership contract year.

The balance of sick days shall then be reduced by up to 90 days and shall then begin to accumulate again for the employee in the normal manner for remaining years of employment with the district.

Once a participant has been paid for unused sick leave under this option, the accumulated days acquired under subsequent employment shall not be paid for upon resignation or retirement.

An employee who elects to enter the T-Drop program or retire at age 60 is not required to have accumulated sick days purchased, and may opt to keep the days accumulated which will transfer to subsequent years under the normal manner described under sick leave policies.

3.82SS Field Trips
Revised 5-12-06

Field trips are a valuable part of the learning experience for students. Within the guidelines of the Arkansas Frameworks and Student Learning Expectations, off-campus trips can enhance and focus student learning. Southside School District acknowledges the importance of these excursions. The District also recognizes the importance of qualified personnel working at their assigned stations to meet educational objectives.

With these ideas in mind, the following policy is proposed:

Policy

Employees of the Southside School District who take off-campus trips with groups from the District other than those with which they are directly associated to that teacher's normal duties must take a "personal day" unless a district need can be determined by the administration.

Highest consideration for exceptions to this policy will be granted to the following situations:

1. Principals in all buildings affected by the requesting employee agree to allow that employee to attend the trip;
2. Administration determines a gender specific chaperone is needed and requests the assistance of that employee;
3. District personnel is needed or required as a chaperone;
4. Extenuating circumstances as determined by the administration.

District personnel who choose to take a personal day in order to attend a District approved trip may ride the school bus if a bus is being used and there is room on the bus. Anyone who is not employed by the District or on the approved list of substitute teachers may not ride the bus.

3.83SS BEREAVEMENT LEAVE POLICY

Adopted: May 14, 2007

A maximum of five (5) days leave, with full pay, per event, is allowed employees who have death in the immediate family. Immediate family shall be defined to include husband, wife, child, father, and mother. Two (2) days leave with full pay is allowed employees who have deaths including sisters, brothers, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren, and grandparents. One (1) day leave, with full pay, is allowed employees who have death in the family, which includes aunts, uncles, first cousins, grandparent-in-laws, nieces and nephews. Such days cannot be accumulated. Bereavement leave may begin only upon the death of a family member if in state or upon the arrival of the deceased in this state if that individual lived out of state. Should extenuating circumstances occur where the intent of this policy not be in effect, the superintendent has the authorization to allow the implementation of the intent of the policy.

This allowance will not be paid for any day for which the employee is otherwise compensated or for any day for which the employee would otherwise not have been at work.

A maximum of one-half day leave, with full pay, is allowed for a representative from a school to attend the funeral of a school student.

A maximum of one-half day leave, with full pay, is allowed for a representative from a school to attend the funeral of a faculty member's spouse or child.

Documentation of attendance at funerals may be required to verify such leave.

:

Appendix

APPENDIX I

Emergency Dismissal Prodecures

1. When a decision is made to make an early emergency dismissal of schools, the first step will be to inform at minimum the following individuals: Building Principals, transportation department employees, cafeteria staff members, appropriate broadcast press (local radio stations), major employers in area

In the announcement to each school, the following information will be included:

A. Time bus students from each school will be dismissed from their classrooms to load buses. Elementary students will be held in their classrooms until an announcement made for them to go to bus loading zones.

B. If there are to be early buses out (i.e. Brock Mtn., Jamestown Mtn, Oak Grove Rd, Stone Co. Line), the order by which schools are loaded, the bus numbers (regular route and bus of the day) and bus drivers' names will be announced.

C. A time for student drivers to be dismissed for announcement at the high school.

D. A time that all other students are dismissed.

2. Teachers will be released by their building principals at the principal's discretion. Principals will remain on campus to deal with additional problems which may occur as a result of the early dismissal.

3. To insure students are transported to the designations requested by their parents/guardians, middle school and elementary teachers should have on record the correct bus students ride (by number and driver) and emergency drop-off locations to insure students get on the correct buses.

4. Communications between the central office and building principals will be by walkie-talkies at the receipt of the emergency release notice.

SOUTHSIDE SCHOOL DISTRICT

70 Scott Drive
Batesville, AR 72501
Roger Rich, Superintendent

EMERGENCY EARLY DISMISSAL

DATE _____

“Southside Schools will be dismissed due to _____ as of
_____ today.”

Dismissal Time For Regular Bus Students To Load & Locations

	Time	Location
Elementary	_____	_____
Middle School	_____	_____
High School	_____	_____

Dismissal Time/Times For Early Buses Out

Bus # _____	Driver _____	Route _____	Animal _____
Bus # _____	Driver _____	Route _____	Animal _____
Bus # _____	Driver _____	Route _____	Animal _____
Bus # _____	Driver _____	Route _____	Animal _____
Bus # _____	Driver _____	Route _____	Animal _____

Elem. Time _____ Location _____

MS Time _____ Location _____

HS Time _____ Location _____

Dismiss Student Drivers At _____

****Principals--Turn on hand-held radios!**

APPENDIX II

Southside Schools Crisis Response Plan

Mr. Roger Rich, Superintendent

Phone (870) 251-2341

Fax (870) 251-3316

Preface

Unanticipated tragic events can quickly escalate into a school-wide catastrophe if not dealt with immediately and effectively. Knowing what to do when a crisis occurs can minimize the chaos, rumors, and the impact of the event on students and community.

When a disaster strikes, teachers and school staff members are torn between the need to deal with student reactions at the same time they are coping with their own reactions. This time often proves to be a time that they are least prepared to think quickly. With some advance planning, this process can be much smoother than when tragedy takes a school by surprise and no pre-formulated plan is in effect.

Definitions

Crisis: A sudden, generally unanticipated event that profoundly and negatively affects a significant segment of the school population and often involves serious injury or death. A large number of students and staff will be affected. The psychological and emotional impact will be moderate to severe. Outside assistance will be needed.

Crisis Team: A group consisting of administrators, school psychologist, counselors, and other designated persons to handle media, traffic, logistics and information. The Superintendent will make the determination to activate the Crisis Team.

Note: Classroom teachers who have regular charge of students should **not** be on this team.

Auxiliary Team: This pre-established and trained group includes representatives from law enforcement, mental health agencies, medical, clergy, Arkansas Department of Education, Attorney General's Office, Parents, Patrons and school personnel from other districts.

Calling Tree: This mechanism allows the team to be notified immediately. The list of numbers will be located in the Superintendent's office as well as in all Principals' offices. The Administrative Staff will provide training for secretaries to ensure that all necessary communications are planned. This also includes a plan for internal communications among staff.

Crisis Kit: Each Principal's office will have a container which will have name tags, a list of student names, notebooks, pens, markers, hand radios, batteries, first aid supplies, and tape. Separate placards with directional words as Parents, Counselors, Media, Clergy, Volunteers. Keep out, caution tape, etc. should be in the kit. Also, have ready to send to the hospital a copy of student records especially health and identification. (Send a current yearbook also.) Fanny packs are useful to replace purses. A laptop computer, printer and access to a copier need to be available for immediate use.

Training

All staff members will be trained concerning the crisis plan. This includes teachers, clerical staff, aides, bus drivers, custodians and maintenance staff. The school nurse will be trained to deal with trauma. They, in turn, will provide training for the staff. Ministers who are providing counseling need to be trained in dealing with trauma. The entire staff needs training in emergency first aid. All secretaries will be trained in information management.

Authorized Crisis Team for Southside Public School

Director of Crisis Team:	Mr. Roger Rich	251-2341 ext. 222
Assistant Director:	Ms. Novella Humphrey	251-2341 ext 226
Counseling Director:	Mrs. Lisa Rich	251-2262 ext. 231
North Arkansas Human Services	Mr. Jim West	793-8900
Media Director:	Mrs. Jinger Massey	251-2662 ext 264
National Media Advisor:	Kevin Myatt	793-2383

Auxiliary Team Members

Ministry Assignments:	Mr. Jim West	793-8900
Child Care:	Mrs. Dawn Jeffrey	251-4025
Food/etc:	Mrs. Rhonda Fowler	251-2332 ext. 258
Maintenance		251-4021

Important Phone Numbers

Independence County EMS:	793-5708
Attorney General	501-682-2007
Arkansas Department of Education	501-682-4204
Department of Human Services	698-1876
Independence County Sheriff's Office	793-8838
National Guard	793-5188
Southwestern Bell:	1-800-464-7928

(Call to get two dedicated lines to a designated school site)

**It Could Happen!
What Do We Do First?**

Protect students.

Get them out of harm's way.

If sniper is outside, use all care getting students out of line of fire.

Keep covered and keep students covered until all is clear.

If hostage situation, do a lockdown.

1. Have someone call 911 and continue providing First Aid to the victims.
2. Have someone ready the Crisis Kit and notify the superintendent and principal.
3. Continue First Aid for victims until EMS is on the scene IF possible, identify students using name tags or markers to put name on wrist or ankle. Be careful not to make alterations to surroundings, since it will be later investigated as a crime scene. Clear unhurt students out of the immediate area to a pre-designated gathering area of safety.
4. Have the central office begin the calling tree before the lines get overloaded.
5. Principal may need the rest of the students to go to a pre-designated location. It may be back to classrooms or cafeteria; the principal will make that determination based on the situation. Principal will notify each building verbally that all is safe. Teachers and staff not tending to victims need to be with and give support to the rest of the students. One staff member from each school will be at the hospital to help with identification and support parents. They will need to take the information notebook from the **Crisis Kit**.
6. Set up tables and placards to give information and directions.
7. Set up pre-designated rooms for the media at Dowdy Trucking Co.
8. Set up pre-designated room on campus for families of victims.
9. Arrange for a responsible adult/or teacher to ride buses that afternoon in the vacant victim's seats. For the rest of the week, the volunteer counselors will fill those bus seats. The Assistant Crisis Director and Principal will make the seating assignments.
10. Request that a police car be put at the disposal of the Crisis Team Director. This will expedite transportation of people and material.

Roles and Expectations

Crisis Team Director: Mr. Roger Rich 251-2341 ext. 222
Assistant Director: Ms. Novella Humphrey 251-2341 ext. 226

Directs and coordinates all activities dealing with the crisis at hand.
Has authority to make decisions on the use of facilities, staff, and equipment.

Crisis Team: Immediate Decisions for the Crisis Team

- 1. Decide about scheduling changes.** Decide, after consultation with the Superintendent, whether or not to maintain normal schedules or set aside regular scheduling in an all-out effort to deal with crisis. This decision will depend on the extent of the crisis and may vary from class to class, or school to school. Note: An important step in any disaster plan is
- 2. reopening the school and returning to normal as soon as possible.**
- 2. Formulate plans if school is to be dismissed early.** Typically, keeping children in school for the regular school day is best when dealing with disaster. However, if early dismissal is required, parent notification becomes an item of priority. In that case activate previously prepared dismissal plan. If this plan is put into effect, a) call superintendent, b) make arrangements for transportation of special needs students, c) keep media informed of dismissal/relocation so parents will have accurate information. Inform media to assist spreading information on early dismissal.

KAIT TV	931-8888
Cable News 6	698-0929
KAAB	251-4196
KBTA	251-4196
KWOZ	251-4196
KZLE	251-4196
- 3. Be available for and keep in contact with school counselors.**
- 4. Identify high risk students, staff, and parents** likely to be most affected by the news (e.g. due to relationship with deceased/injured, personal history with similar crisis, recent confrontations with affected students). These persons are targeted for extra support. Don't forget spouses of staff members. Consider using Interview Intervention Process. (See Attachment)
- 5. Gather and inform closest friends** of the victims. Provide support and information to them before the general announcement is made. If certain close friends are absent, assure that a supportive adult gives the news to them. This ensures that they do not get initial information from the media.
- 6. Prepare a formal statement** for initial announcement to students and teachers in classrooms. Include minimum details and note additional information will be forthcoming. Also prepare statements for telephone inquiries.

7. **Use the public announcement system.** **The Crisis Team** will assist the administration in the formation of the first public announcement. Note: Carefully plan and rehearse what will be said. Choice of words, voice tone, and inflection are very important and will set the tone for management of the tragedy.
8. **Hand deliver a memo to all teachers.** Give all teachers the facts about the tragedy and instructions on how to share the information with the students, as well as suggestions for assisting the students. This memo may also invite the staff to a faculty meeting after school. Also have a mechanism for the teachers to share their insights, concerns and other pertinent information. During the following moments of a tragedy, the majority of students should stay in their classrooms. Only those closest to the victim or those with tragic life situations of their own should be identified and accompanied to the school's support personnel.
9. **Send letter home to parents.** Send home the prepared crisis letter. Include specific factual information about the event; information about how the district is handling the crisis, phone numbers for contact people within the district, information about community resources including phone numbers, titles of books pertinent to the subject available in the library. Some parents will need to be contacted by phone, particularly if their child's reaction is severe.
10. **Determine if additional district/community resources** are needed to be on "standby" to effectively manage the crisis. The team is to notify them if appropriate. It is essential to minimize the number of "strangers" who may just seem to be standing around.

Facilitate staff meeting to provide information related to the crisis.

Assist teachers with students' processing information dealing with the crisis.

Direct counselors to work with students/staff individually or in groups in a variety of locations.

Provide support and counseling for students. Regular instruction will likely need to be altered while the crisis is discussed.

Provide trained workers to be available for contact with parents.

Provide helpful, factual information to parents.

Coordinate individuals to assist providing information and answering (non-media) inquiries.

Maintain a record of offers of assistance and ensure that proper personnel respond.

Provide awareness training on dealing with rage (hate) mail.

Deal with the "empty desk" problem. Example: Counselor provides therapy while sitting in the desk - the desk may then be moved to the back of the row and all other desks moved forward - finally remove the desk. Students need to be part of entire process.

Other considerations for the Crisis Team:

Work with local police to ensure traffic control:	793-8838	
See that childcare operation is in place immediately:	251-4025	
Call to inform the:		
Arkansas Department of Education	870-682-4204	
Department of Human Services	698-1876	
Attorney General Office	501-682-2007	
Call for buses	Bus Shop	251-4021
Director of Crisis Team concerning a special board meeting		Consult with
Call to get maintenance personnel to assist in cleanup.		
Call telephone company and get two dedicated lines put in place at the central office.		
	800-499-7928	

School Counselor's Role:

- Stay in close contact with the Counseling Director of the Crisis Team.
- Be available by canceling other activities.
- Locate counseling assistance (check community resources).
- Provide individual and group counseling.
- Coordinate and greet support staff members and then take them to their assigned location.
- Contact parents of affected students with suggestions for support and further referrals.
- Follow the schedule of the deceased and visit classrooms of close friends.
- Support the faculty (provide counseling as needed).
- Keep records of affected students and provide follow-up services.
- Establish a self-referral procedure. Make referral forms available.
- Review and distribute open-ended questions to assist teachers with classroom discussion.
- Assign a counselor or responsible adult to follow the deceased student's schedule for the remainder of the day.
- Monitor grounds for students leaving the building without permission.
- Arrange routing for the masses of parents who will pick up their children early.
- Ensure that students who are closest to the victims are picked up by parents at school.
- Notify bus drivers of the victims in order for them to adjust and be aware of student emotions.
- Notify other school offices so they can prepare siblings and other students regarding the crisis.

Principal's Role:

- Support response efforts, be available for consultation and defer to decisions of Team Director.
- Be visible, available, and supportive to empower staff.
- Provide direction for teachers to alter the curriculum. (Consider testing, if postponement is necessary).
- Communicate with central administration and other affected schools.
- Contact family of the deceased and inform staff and students about funeral arrangements.
- Vary areas in the building to avoid during routine fire drills.
- Consider an area on campus to land an emergency helicopter.

Teacher's Role:

- Provide accurate information to students which may dispel rumors.
- Lead classroom discussions, when warranted, that focus on helping students to cope with loss.
- Answer questions without providing unnecessary details.
- Recognize and honor the various religious beliefs that may help the students to cope.
- Be understanding and receptive to students' expressions of various emotions.
- Be careful of the use of TV broadcasts in the classroom.** Live newscasts can be traumatizing; especially if the students are still at school.
- Identify students who need counseling and refer to building support personnel.
- Provide activities to reduce trauma, such as artwork, music, and writing
- Alter the curriculum as needed.
- Discuss funeral procedures when appropriate.
- Need to know how to get assistance from other professionals should the need arise.

School Nurse Role:

- Monitor reaction of traumatized children.
- Keep a record of frequency of visits and complaints.
- Inform teachers and children about physical manifestations of grief.

Considerations

(Organizational Considerations that Need to be in Place)

- Southside school campuses are closed; this provides for much more control in the event of an emergency.
- Principals will have posted an emergency evacuation plan which will also include a manner to evacuate the playground.
- Principals will keep a packet that includes Building Information. This will have facts on number and names of faculty and staff. The packet will include a map of each building. A copy of the map should be on file with law enforcement agencies, fire department, & EMS.
- Principals will have locations identified for the use of media, family, friends and workers. Alternate locations will be made available.
- The transportation director will have copies of a county/city map highlighting the bus route.
- A predetermined team of parents and patrons will be assigned to bring meals for a people who work late into the evening. This will be coordinated by the Food Service Director.
- The Director of the Southside Child Care Program will arrange childcare services *on the Southside campus* for the workers' children. Young members of the victim's family will also be cared for if necessary.
- Teacher/parent handouts of typical reactions to various disasters appropriate for different grade levels will be available through the building counselor's office.
- Librarians will have a list of relevant books and materials available to provide for information and healing.
- Make available a Hot Line for students to call with anonymous tips.
- It is not unusual for old issues to resurface. Each student should be given permission to feel a range of emotions. There is no right or wrong way to feel. Typically, individuals go through a sequence of emotional reactions following a crisis: 1) high anxiety, 2) denial, 3) anger, 4) remorse, 5) grief, and 6) reconciliation.

Long-term / On-going Disaster Intervention:
Provide for on-going opportunities to deal with the crisis. This might include:

- Continue to have additional support staff and outside professionals available to students.
- Make additional resources available to teachers who will be dealing with students' reactions daily.
- Provide list of suggested readings to teachers, parents, and students.
- Amend crisis response procedures as necessary.
- Write thank-you notes to out-of-building district and community resource people who provided (or are still providing) support during the crisis.
- Be alert on crisis anniversaries and holidays. Often students will experience an "anniversary" grief reaction the following month or year on the date of the crisis, or when similar crises occur that reminds them of the original crisis. Holidays are often difficult for students who have experienced loss.
- Support hospital's request of visitation to victim's rooms.
- After one week, consider raising the flag back to full mast. Remove the flowers, cards, displays, etc. to get the building back to normal.

Determining the Facts of the Crisis

The person with a first hand source of providing information about the crisis is **not to repeat it elsewhere in the school**. This information needs to be verified and converted into a single announcement which is to come from designated school administrator. If there is concern regarding likelihood of compliance with request, it may be useful to keep the reporting person in the office (or have them come into the office) until appropriate steps are taken.

Office staff members are not to repeat or give any information within or outside the school unless instructed to do so. They are to direct inquiries to an administrator or designee. In schools using student office help, only adults will answer the phone for the remainder of the day.

Verification is very important. In case of reported student death, verify the reported incident by calling the police liaison or coroner. **DO NOT DISTURB THE VICTIM'S FAMILY.** Give everyone the facts as quickly as possible to dispel rumors.

NOTE: The timing of the notification of a crisis may alter the order of the initial steps taken.

The following questions will help the administrator anticipate the amount of emotional trauma:

Who was the person and were they a long-time popular member of the school?

What happened? Murder and suicide are unexpected and violent, and thus more difficult to deal with than, for example, a death from a serious illness.

Where did the death occur? A death that occurs on school grounds is more difficult to deal with. It is important to find out who witnessed the death and provide them with counseling. Students may also express concerns with personal safety.

What other tragedies have impacted this school recently? The latest death will cause other unresolved issues to surface for both staff and students.

Who was the perpetrator? If the person believed to be responsible for the death is also a member of your school community, it adds to the emotionality.

GUIDELINES FOR MEDIA RELATIONS

1. The print and broadcast media have the responsibility to report, accurately and fairly, noteworthy events, including those that occur in your school district. This includes any event that significantly impacts the schools and the communities that the school serves. These events will include such “crises” as the violent death of a teacher or student, a shooting on or near the campus, or a man-made or natural disaster. You must prepare for the media before a crisis strikes.
2. Your cooperation with the press is both desirable and necessary to ensure the story gets told as completely and accurately as possible.
3. If you, or your designated spokesperson, do not help media representatives, they will turn to less reliable sources who do not have all of the facts. Your goal is to ally the media as an education and informational tool in communicating the situation and the efforts of the district.
4. The overall accuracy and completeness of media coverage depends in a large degree upon getting the maximum amount of information out to the media - and thus to the public - as rapidly as possible.
5. Emphasize and strongly encourage parents, students and staff that they can say “NO” to interviews.
6. If media makes reporting errors, the spokesperson should name the specific reporting agency in correcting the facts.

General principles that can positively affect your actions and communication in a crisis situation:

1. Bring the situation under control, if possible. Always protect people first and property second.
2. Analyze the situation to judge its newsworthiness. Don't create a crisis by jumping the gun. Many times the situation doesn't warrant media attention.
3. Act quickly to distribute the information you determine the media and others should have.
4. Before the crisis, prepare a one-page handout with basic information about each building and about the school district in general.
5. Set the ground rules for the media.
 - a. Have a pre-assigned place for the media to meet when an event erupts.
 - b. If space is limited, consider asking the media to arrange pool coverage.
6. Appoint someone to be spokesperson for the district who has these attributes:
 - a. Comfortable before the camera
 - b. Knowledgeable with subject matter
 - c. Smart enough to know when to refer a question
 - d. Ability to think on his/her feet
 - e. Familiar with the district
7. Areas for school spokespersons to avoid
 - a. Speculation as to the cause of the incident
 - b. Allocation of blame
8. Gather the facts - who, what, where, when, why, how, what next.
9. Give the media as much information as possible; they'll get the information (perhaps inaccurately) from other sources.
10. Be truthful.

11. Never answer “No comment.”
 - a. “No comment” can imply a lack of cooperation, a lack of concern, or an attempt to hide something.
 - b. If you won’t comment on the situation, you can be sure someone else will.
 - c. More appropriate responses are:
 - i. “I’m not the authority on that subject. Let me have our Mr. Jones to call you back.
 - ii. “All our efforts are directed at bringing the situation under control, so I’m not going to speculate on the cause.
12. Never go “Off the record.”
 - a. Most reporters respect an “off the record” comment and will not quote you. But they will get the information from someone else.
 - b. A reporter’s job is to get the story and to provide reliable information to their audiences.
 - c. They will get that information whether or not you cooperate.
13. Remain open and accessible.
14. Keep no secrets from the public.
15. Report your own bad news. Don’t allow another source to inform the media first.
16. Conduct frequent news conferences with media representatives.
17. Remember that trust is the bedrock of the relationship between the press and the community.

MEMORIALS AND FUNERALS

A monetary donation to a general scholarship fund may be accepted in place of a memorial.
Planting of trees is acceptable.

Staff Meeting 1

The Crisis Team will do the following at the first staff meeting during a crisis:

Review **facts** of crisis and dispel rumors.

Help staff members process their responses to the situation.

Describe the feelings that students may experience and suggest how teachers might handle specific situations.

Provide guidelines for helping students who are upset.

Encourage teachers to allow for expressions of grief, anger, etc. in the home room or class in which announcement is received or in other classes throughout the day. Emphasize the acceptability/normalcy of a range of expressions. The guiding principle is to return to normal as soon as possible within each class and within the school. The structure of routine provides security and comfort to all members of the school community.

Encourage staff to dispel rumors whenever possible and discourage any glorification of the event (especially in suicidal death).

Request staff to meet 30 minutes early the next school day to review procedures planned for the day.

Staff Meeting 2

Assign a strong team in the class where the tragedy occurred, or in the classes where the students(s) are in attendance.

Determine the need for law enforcement personnel, if any, and their location for that day.

Questions to be considered in classroom discussion include: are students sleeping? eating? - this may determine the level of stress they are experiencing.

Provide stress reduction techniques to the teachers to share with the students.

Prepare the students for the injured visiting or returning to school.

Encourage the teachers to put structure back in the classroom.

Identify "high risk" students and staff having substantial difficulties with the crisis.

Set up regular meetings with the teachers and staff.

Stick to the program schedule that will be provided; have the teachers offer grief activities

In case of death, provide funeral/visitation information/procedures.

Debriefing Format for Teachers & Staff

- Review intervention process and events of the day. This should be daily.
- Ensure that key school personnel attend debriefing.
- Review status of referred students and staff that needed follow up attention.
- Identify and prioritize needs for following day.
- Provide opportunities for the staff to express feelings and request support.

Debriefing/Wrap-up for Crisis Team

- Brainstorm ways to meet identified needs.
- Provide mutual support.
- Identify who will contact victim's family.
- Write a detailed summary report of events of the day to present to administrators.

The Interview Intervention

The goal of the interview is not only to identify the immediate effects of the trauma but also to assist the student in the *mastery of the traumatic experience* and help the student with general solutions to the problem.

In some cases, a single interview may be the only intervention needed. In other cases, further services may be warranted, i.e., counseling, referral to community agencies.

Children have different skills for dealing with information and reacting to events, depending on their age and developmental level. Counseling with younger children requires involvement and use of nonverbal material and very directive ways to elicit and reflect feelings. Frequently, facts and fantasy are intermingled and young children have difficulty acknowledging a crisis. With adolescents, however, a discussion format can be possible as a means to focus on problem-solving and crisis-coping skills.

The Interview Risk Screening form provides a “mental check list” on essential information to obtain during the student interview.

Students who need further assessment or more in-depth intervention should be referred to school personnel who hold credentials and/or licenses to provide counseling services to students or should be referred to a community agency. It is District policy to obtain written parental consent prior to the delivery of ongoing counseling services.

**Southside School District
Student Support Services**

Interview Risk Screening

Name _____ M _____ F _____ Date _____

Referred by: _____

Interviewed by: _____

INTERVIEW OUTLINE (Ask for details, clarifications of thoughts and feelings)

A Degree of Risk?

1. Where were you when the event occurred?
Direct _____ On-site _____ In neighborhood _____ Out of area _____
2. What did you see (or hear about)? _____
3. How do you feel now? _____

B. Other Factors

1. How well do you know the victim(s)? _____
2. Have you or any of you family had a similar experience? _____

C. Is Response in Proportion to Degree of Risk? _____

D. Reaction to Event

1. Do you think your life will be different now? _____
In what way? _____
2. Do you think you could have done anything to prevent this incident? _____

3. What are you angry/guilty about? _____
4. Do you want to “get even” or seek revenge? _____

E. Concerns/Problems

1. What is bothering you now? _____
2. Have there been any changes in your life or routine because of the event? _____

3. What is the most pressing problem? _____

F. Plan of Action

1. What has worked for you in the past when there has been a problem? _____

2. What is the problem you would like to work on now? _____

3. What is the first step you can take? _____

G. Support

1. Who would you like to help you? _____
2. To whom can you talk to in your family? _____
3. What will you do when you leave school today? _____
4. Would you like to talk again? _____

APPENDIX 3
INTRUDER IN THE BUILDING

First person to notice intruder (person with a weapon or person who is upset or acting out of control) will notify principal.

Principal or his/her representative will sound a preplanned alarm, for example: (1) in building with intercom system, "each building would use appropriate code word" Code: "Mr. Smith and Mr. Wesson have entered the building." (2) If an incident should happen and students are on the play ground the duty teacher will need to direct students to a safe place. (Duty teacher should know that help would be coming.)

After the code is sounded teachers should do the following: lock the classroom door, do not allow students to leave the class, turn off all lights in classroom, and be seated on the floor next to an interior wall away from windows and doors until a school official or sheriff department official unlocks the door.

Teachers take an accurate count by name of students.

Staff communicates to office any information regarding intruder.

APPENDIX 4

HOSTAGE SITUATION

Call 911

Avoid confrontation with the intruder before the police arrive.

Principal or his/her representative will sound a preplanned alarm, for example: (1) in building with intercom system, "each building will use their code for this situation."

Teachers should not allow students to leave the classroom and should direct them to be seated on the floor next to an interior wall away from windows and doors. Students should only be allowed to leave the classroom when directed to move to another location by school official or the police.

Teachers take an accurate count (by name) of students

Designate personnel to monitor hallways and other areas of the building and to direct students in class to a safe area.

Notify Superintendent's office (870-251-2341)

Inform office staff as to appropriate information to give to callers.

Make a list of those being held hostage.

Refer media contacts to Superintendent's office.

APPENDIX 5

TERRORIST RESPONSE PLAN

In event of attempted takeover of building by terrorist, follow “Intruder in the building” Plan.

In event of biological/chemical attack, execute the following:

1. Call 911 in order to contact proper authorities, such as HAZ-MAT team.
2. If hazard is judged to be outside of building, close windows, doors and turn off air-conditioning systems to prevent contamination inside building. Await additional instruction under lockdown procedures.
3. If hazard is judged to be inside building, evacuate building following fire drill procedures, but teacher-student groups should remain ready to move from their designated exterior locations to one more safe from wind-shift of hazard as instructed by officials.
4. HAZ-MAT team will seal off building with assistance from local emergency authorities.
5. Every individual will undergo decon. If deemed necessary by HAZ-MAT officials. No one will be allowed to leave area until checked by HAZ-MAT officials.
6. Decontaminated students will be allowed to leave grounds under district checkout procedures only. Teachers will keep accurate records of checkouts in plan book. Traffic flow will be controlled by local authorities.

APPENDIX 6
2016-2017 LICENSED SALARY SCHEDULE

Experience	B	B + 15	M	M with=\>45
0	\$32,000.00	\$32,500.00	\$36,125.00	\$36,625.00
1	\$32,600.00	\$33,100.00	\$36,725.00	\$37,225.00
2	\$33,200.00	\$33,700.00	\$37,325.00	\$37,825.00
3	\$33,800.00	\$34,300.00	\$37,925.00	\$38,425.00
4	\$34,400.00	\$34,900.00	\$38,525.00	\$39,025.00
5	\$35,000.00	\$35,500.00	\$39,125.00	\$39,625.00
6	\$35,600.00	\$36,100.00	\$39,725.00	\$40,225.00
7	\$36,200.00	\$36,700.00	\$40,325.00	\$40,825.00
8	\$36,800.00	\$37,300.00	\$40,925.00	\$41,425.00
9	\$37,400.00	\$37,900.00	\$41,525.00	\$42,025.00
10	\$38,000.00	\$38,500.00	\$42,125.00	\$42,625.00
11	\$38,600.00	\$39,100.00	\$42,725.00	\$43,225.00
12	\$39,200.00	\$39,700.00	\$43,325.00	\$43,825.00
13	\$39,800.00	\$40,300.00	\$43,925.00	\$44,425.00
14	\$40,400.00	\$40,900.00	\$44,525.00	\$45,025.00
15	\$41,000.00	\$41,500.00	\$45,125.00	\$45,625.00
16	\$41,600.00	\$42,100.00	\$45,725.00	\$46,225.00
17	\$42,200.00	\$42,700.00	\$46,325.00	\$46,825.00
18	\$42,800.00	\$43,300.00	\$46,925.00	\$47,425.00
19	\$43,400.00	\$43,900.00	\$47,525.00	\$48,025.00
20	\$43,700.00	\$44,200.00	\$47,825.00	\$48,325.00

ADMINISTRATIVE SALARIES

Administrative Salaries are indexed at highest point on salary schedule

Position	Index	Salary
Superintendent	2.33382	\$112,782.00
Fed. Prog/PD Coordinator	1.72211	\$83,221.00
HS Principal	1.58067	\$76,386.00
MS/JR High Principal	1.54270	\$74,551.00
ES Principal	1.49038	\$72,023.00
A. Principal (12 mo)	1.45832	\$70,473.00
A. Principal (10 mo)	1.20452	\$58,208.00

EXTENDED CONTRACTS

5 additional days	102.63%
10 additional days	105.26%
20 additional days	110.53%
30 additional days	115.79%
40 additional days	121.05%
55 additional days	128.95%

Approved by board on June 13, 2016 Brad Cummings, Board President

Fringe benefits, which are not included in the above salary schedule, that are paid for all contracted certified personnel working a minimum of 25 hrs/week include:

Dental Insurance - \$270.96 per year
Health Insurance - Southside School District contributes \$181.00 (\$154.48 state man-dated plus up to an additional \$26.52) monthly for each person who participates in the health insurance provided through Employee Benefits Division (EBD).

2016-2017 ADDITIONAL DUTY SALARY SCHEDULE

DUTY CODE	DUTY DESCRIP	DOLLAR
7BC	7TH BKB COACH	\$650.00
7FB	7TH FB COACH	\$650.00
A7B	ASST 7TH BB	\$500.00
AD	ATHLETIC DIR	\$2,000.00
AFB	A.JR FTBALL COA	\$1,200.00
AJB	ASST JR BB	\$1,200.00
ALE	ALE EXTRA DUTY	\$1,700.00
ALT	ALT SCH PERIOD	\$1,200.00
AMD	AST. MUSIC	\$1,200.00
AMS	ASST MINR SPORT	\$750.00
APN	APSCN COOR	\$5,000.00
ASB	ASST SR BB	\$1,500.00
ASF	ASST SR FB	\$1,500.00
BBA	AST SR.BASEBALL	\$750.00
BBC	BASEBALL COACH	\$2,000.00
BET	BETA CLUB	\$300.00
BJC	B JR BKB COACH	\$1,800.00
BND	BAND DIRECTOR	\$2,200.00
BSC	B SR BKB COACH	\$3,000.00
BTR	BOYS TRK COACH	\$2,000.00
CCT	CROSS C TRACK	\$2,000.00
CHR	TRAVEL CHEER	\$1,500.00
CHS	CHESS CLUB	\$300.00
D/T	HS DRILL TEAM	\$1,750.00
E/A	ES/SUM/FALL AD	\$4,500.00
E/G	ENERGY/GRAPHICS	\$3,000.00
EIS	ELEM INTR BB	\$1,000.00
FAC	TITLE FACILITAT	\$1,200.00
FBL	FUTURE BUS LDRS	\$450.00
FTA	FUTURE TEACHERS	\$400.00
FTB	HEAD FOOTBALL	\$3,000.00
GJC	G JR BKB COACH	\$1,800.00
GLF	GOLF COACH	\$2,000.00
GSC	G SR BKB COACH	\$3,000.00
GTR	GIRLS TRKCOACH	\$2,000.00
ITC	NFORM.T.COOR	\$5,000.00
JBC	JH BUILDERS CLU	\$400.00
JBS	JR. BASEBALL	\$1,500.00
JCD	JR. CHOIR DIR	\$950.00
JRC	JR. CHEERLEADER	\$1,000.00
JRF	JR. FB COACH	\$1,800.00
JSB	JR. SOFTBALL	\$1,500.00
JSC	JH ST. COUNCIL	\$400.00
JVB	JR. VOLLEYBALL	\$1,200.00

KEY	KEY CLUB	\$500.00
KID	K-KIDS	\$400.00
MAD	MADRIGAL CHOIR	\$500.00
MBC	MS BUILDERS CLB	\$400.00
MSB	MS BETA CLUB	\$400.00
MSC	MS STUDENT COUN	\$400.00
MSS	MS SERVICE CLUB	\$400.00
MTC	MAINT TECH COR	\$1,500.00
NWS	NEWSPAPER	\$400.00
PAR	BLD PARENT FAC	\$600.00
PBC	PW SPORTS	\$650.00
PCA	PCA/SEMESTER	\$250.00
PLC	PD/PLC FACILITA	\$7,500.00
PLY	MUSICAL PLAY	\$700.00
PRD	PROM DIRECTOR	\$600.00
PRK	PRE-K DIRECTOR	\$7,875.00
QZB	QUIZ BOWL	\$400.00
S/C	HS ST.COUNCIL	\$600.00
SBC	SOFTBALL COACH	\$2,000.00
SCD	SR. CHOIR DIR	\$1,000.00
SCI	SCIENCE	\$600.00
SEC	SECURITY	\$2,000.00
SOC	SOCCER COACH	\$2,000.00
SPN	SPANISH CLUB	\$700.00
SPO	CLASS SPONSOR	\$400.00
SRC	SR. CHEERLEADER	\$1,750.00
SST	LEAD TEACHERS	\$300.00
TEN	TENNIS COACH	\$2,000.00
TKS	TRACKS CHILDCAR	\$2,500.00
TRP	TRAP SHOOTING	\$650.00
TST	TESTING COORD	\$700.00
VBB	VOLLEYBALL COAC	\$2,000.00
WEB	SCH LVL WEB MGR	\$400.00
WRS	WRESTLING COACH	\$1,200.00
YRB	YEARBOOK	\$1,800.00
Approved: June 13, 2016		Brad Cummings,
		Board President

APPENDIX 7

STAFF DUTIES AND RESPONSIBILITIES

Assistant Superintendent Assignment of Duties and Responsibilities

I. Qualifications:

The Assistant Superintendent shall hold a Master's Degree with at least 30 semester hours of graduate work above that degree in professional education with major emphasis on administration and supervision. This preparation should include study in such fields as educational philosophy, psychology, supervision, curriculum, and administration. He/She shall be licensed as an administrator by the Arkansas Department of Education.

II. Responsibilities

To assist the superintendent in all matters that pertain to the school and to carry out duties as assigned by him.

Principals

I. Qualifications:

- A. The High School Principal will meet state certification guidelines.
- B. The Middle School Principal will meet state certification guidelines.
- C. The Junior High School Principal will meet state certification guidelines.
- D. The Elementary Principal will hold a Master's Degree with a major in elementary administration.
- E. Principals' contracts will be considered at the February meeting of the school board and each principal will notify the board of his or her intention by the March meeting.
- F. Assistant Principals will meet state certifications for their building.

II. Responsibilities:

- A. To direct, supervise, and evaluate the total curricular and extra-curricular program of this school
- B. To direct and evaluate the work of all assigned personnel.
- C. To supervise the operation and maintenance of the buildings, grounds and other school property assigned to his care.
- D. To administer within the school all policies and administrative regulations.
- E. To direct pupil welfare and desirable school-pupil-teacher-community relationships.
- F. To work cooperatively with other administrative personnel and their programs.
- G. To coordinate the activities of his school with the activities of other schools in the system.
- H. To secure necessary substitutes for all school personnel.
- I. To be responsible for all pupils during school hours. (This means that no child is to be released from school during school hours to anyone other than his parent or legal guardian.)
- J. To keep the central office fully informed of the condition and needs of the school, making requisitions for supplies, equipment, and repairs as may be needed for proper operation of the school, evaluate and make proper disposal of all other requisitions originating within his building from other employees

- K. Principals and a faculty committee will interview applicants for teaching positions and make recommendations to the superintendent. The superintendent will present one or more applicants to the School Board.
- L. When board meetings are called to discuss school personnel, elementary or secondary, the principal of the corresponding school will attend the board meeting when requested by the board or superintendent.
- M. To recommend to the superintendent staff members for discharge.
- N. To hold at least one fire drill each month.
- O. To approve or disapprove teacher absentees, sick leave or personal, and keep a record of such.
- P. To perform other duties as assigned.

Faculty

I. Selection:

The school board will elect members of the faculty after they are recommended to the board by the Superintendent of Schools. The principals will make recommendations of election, re-election or dismissal to the superintendent. The election of faculty members will take place at the March meeting of the school board. Teachers will notify the school of their intentions within ten (10) days of the last day of school.

II. Qualifications:

All members of the faculty elected must possess at least a Bachelor's Degree and be licensed by the State Department of Education in the field in which they teach. All teachers must meet State and/or North Central accreditation minimum standards.

III. Credentials:

All teachers must have the following information on file in the office of the Superintendent of Schools:

- A. A valid teaching certificate.
- B. A complete transcript of college credits.
- C. A social security number.
- D. A Background check as required by Arkansas law.

IV. Duties and Responsibilities:

It is impossible to list all duties and responsibilities that teachers have during the year, however, some of the major ones are listed below:

- A. Professionalism of teachers is expected at Southside School.
- B. Teach with the philosophy and objective of the school in mind.
- C. Be ethical.
- D. Be professional.
- E. Be courteous, fair, but firm, with all students and parents.
- F. Avoid discussions or remarks that will hurt students, parents or other teachers.
- G. While teaching, keep the individual student in mind.
- H. Observe the teacher sick leave and absentee policy listed elsewhere.
- I. Dress neatly.
- J. Grow professionally by reading professional books and periodicals, attending summer school, extension classes, attending professional meetings, workshops and conferences.
- K. Cooperate with the superintendent and principal and other teachers.
- L. Be on time when arriving at school in the morning and in attendance at meetings.
- M. All teachers are expected to attend all faculty meetings that are recommended.
- N. Lesson plans should be made well in advance. Good planning makes the job of the teacher much easier and keeps discipline problems at a minimum.
- O. Keep accurate records with respect to attendance and grades of students.
- P. Care of Classrooms:
 - a. Keep your room neat.
 - b. Keep bulletin board attractive.
 - c. Check lights, heat and air conditioner when room is to be vacated.
 - d. Keep room properly ventilated and lighted.

- e. Keep boards and trays clean.
- f. When leaving room at the end of the day, adjust shades.
- g. Keep floors free of waste paper.
- h. Chairs, desks, and tables should be orderly arranged.
- i. Coaches are responsible for seeing gym dressing rooms, etc., are kept clean. They may delegate this responsibility. (High School)
- j. P. E. instructors are to see that equipment, building etc., are cared for.
- Q. Faculty are to send written recommendations through principal and superintendent to school board.
- R. All teachers are to follow the chain of command.
- S. Teachers will have the Pledge of Allegiance each school day.
- T. All teachers are on duty all the time to see that student behavior is in accordance with good citizenship...any act contrary to the above, by a student should be corrected by the teacher and reported immediately to the principal or head teacher.
- U. When school is dismissed for professional meetings, all teachers are expected to attend same.
- V. Prompt and regular in attendance. When possible the teacher shall inform the administration prior to absences, and give reason.
- W. All teachers report school problems to the principal. If problems can't be solved to the satisfaction of both parties, then principal and teacher will meet with superintendent. The final step will be taking the problem to the school board. All teachers are expected to handle most of their own discipline problems, and bring to principal only those requiring additional assistance.
- X. Playground and/or Bus Duty.
- Y. Hall Duty in specific buildings.
- Z. Attend educational meetings as designated by the administration.
- AA. Supervising other rooms when the teacher is called out of the room, or until a substitute can be obtained.
- BB. Caring for any student who has had an accident or who is sick until help can be obtained.
- CC. Certain sponsorship duties performed on an appointed basis among those teachers willing to perform these duties will be reimbursed according to the supplementary pay schedule approved each year by the school board. Other sponsorship duties are performed by teachers who are aware that no reimbursement is paid for those duties.
- DD. Teachers will perform duties as assigned by the principal pertaining to educational activities.