

CROSSETT SCHOOL DISTRICT #52

CERTIFIED PERSONNEL POLICY MANUAL



Revised & Reprinted May 10, 2011

Approved by the Crossett School Board May 10, 2011

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3.1—CERTIFIED PERSONNEL SALARY SCHEDULE

Enter your District's salary schedule for this policy. State law requires each District to include its teacher salary schedule in its written personnel policies unless the District recognizes a teachers' union in its policies for, among other things, the negotiation of salaries. For the purposes of the salary schedule, a teacher will have worked a "year" if he/she works at least 120 days.

A teacher is eligible for placement on the master's degree salary schedule when he/she has a master's degree in an area that is considered relevant to the employee's position. 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.

Teachers who have earned a master's degree in an area that is considered relevant to the employee's position as defined in this policy are responsible for reporting and supplying a transcript to Payroll Manager. The appropriate salary increase will be reflected in the next paycheck provided it is at least two weeks³ from the time the notice and documentation is delivered. All salary changes will be on a "go forward" basis, and no back pay will be awarded.

Teachers who have earned sufficient college hours toward a degree relevant to the teacher's employment to warrant a salary change on the district's salary schedule are responsible for reporting and supplying a transcript to Payroll Manager. The appropriate salary increase will be reflected in the next paycheck. Provided it is at least two weeks prior to the end of the pay period. All salary changes will be on a "go forward" basis, and no back pay will be awarded.

Alternative Licensure Program, no prior teaching license

Each employee newly hired by the district to teach under the alternative licensure program (ALP) shall initially be placed on the salary schedule in the category of a bachelor's degree with no experience, unless the ALP employee has previous teaching experience which requires a different placement on the schedule. Upon receiving his/her 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. Employee's degrees which are not relevant to the ALP's position shall not apply when determining his/her placement on the salary schedule. An alternative licensed teacher 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 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.

Legal References: A.C.A. § 6-17-201, 202, 2402, 2403
 A.C.A. § 6-18-708
 A.C.A. § 6-20-2305(f)(4)

Date Adopted: April 16, 2007
Last Revised: May 14, 2011

**Adopted 3/29/10
SALARY SCHEDULE FOR 2010 - 2011**

STEP	BACHELOR	BACHELOR +15	MASTER	MASTER +15	MASTER + 30
1	\$31,000.00	\$32,000.00	\$35,300.00	\$36,866.00	\$39,053.00
2	\$31,450.00	\$32,450.00	\$35,800.00	\$37,366.00	\$39,553.00
3	\$31,900.00	\$32,900.00	\$36,300.00	\$37,866.00	\$40,053.00
4	\$32,350.00	\$33,350.00	\$36,800.00	\$38,366.00	\$40,553.00
5	\$32,800.00	\$33,800.00	\$37,300.00	\$38,866.00	\$41,053.00
6	\$33,250.00	\$34,250.00	\$37,800.00	\$39,366.00	\$41,553.00
7	\$33,700.00	\$34,700.00	\$38,300.00	\$39,866.00	\$42,053.00
8	\$34,150.00	\$35,150.00	\$38,800.00	\$40,366.00	\$42,553.00
9	\$34,600.00	\$35,600.00	\$39,300.00	\$40,866.00	\$43,053.00
10	\$35,050.00	\$36,050.00	\$39,800.00	\$41,366.00	\$43,553.00
11	\$35,500.00	\$36,500.00	\$40,300.00	\$41,866.00	\$44,053.00
12	\$35,950.00	\$36,950.00	\$40,800.00	\$42,366.00	\$44,553.00
13	\$36,400.00	\$37,400.00	\$41,300.00	\$42,866.00	\$45,053.00
14	\$36,850.00	\$37,850.00	\$41,800.00	\$43,366.00	\$45,553.00
15	\$37,300.00	\$38,300.00	\$42,300.00	\$43,866.00	\$46,053.00
16	\$37,750.00	\$38,750.00	\$42,800.00	\$44,366.00	\$46,553.00
17	\$38,200.00	\$39,200.00	\$43,300.00	\$44,866.00	\$47,053.00
18	\$38,650.00	\$39,650.00	\$43,800.00	\$45,366.00	\$47,553.00
19	\$39,100.00	\$40,100.00	\$44,300.00	\$45,866.00	\$48,053.00

BENEFITS

\$40/MONTH INSURANCE BENEFIT APPLICABLE TO MEDICAL, CANCER, DENTAL...

\$100.00 RETIREMENT BONUS

1/2 OF SUB PAY FOR UNUSED SICK LEAVE IN EXCESS OF 90 DAYS, UP TO 10 DAYS/EMPLOYEE AT THE END OF THE YEAR ONE SICK LEAVE DAY PER CALENDAR MONTH WORKED AND ONE PERSONAL DAY EARNED A YEAR WITH A LIMIT OF 5 FOURTEEN PERCENT OF EARNINGS CONTRIBUTED TO TEACHER RETIREMENT ON BEHALF OF THE EMPLOYEE

ADMINISTRATOR'S SALARY	STEP 19 MASTERS + 15 PLUS \$10,138. (240 days)
ELEMENTARY PRINCIPAL	STEP 19 MASTERS + 15 PLUS \$4,030. (220 days)
ELEMENTARY ASST. PRINCIPAL	STEP 19 MASTERS + 15 PLUS \$13,639 (240 days)
MIDDLE SCHOOL PRINCIPAL	STEP 19 MASTERS + 15 PLUS \$8,815.90 (220 days)
MIDDLE SCHOOL ASST. PRINCIPAL	STEP 19 MASTERS + 15 PLUS \$17,985 (240 days)
SENIOR HIGH PRINCIPAL	STEP 19 MASTERS + 15 PLUS \$9,477 (220 days)
SENIOR HIGH ASST. PRINCIPAL	STEP 19 MASTERS + 15 PLUS \$21,631 (240 days)
ASSISTANT SUPERINTENDENT	STEP 19 MASTERS + 15 PLUS \$13,639 (240 days)
SECONDARY CURRICULUM	STEP 19 MASTERS + 15 (240 days)
ATHLETIC DIRECTOR	

ADDITIONAL DUTY STIPENDS 2011 – 2012

Code Position Current

A01	SUPT (240DAYS)	\$72,064.00
A0	ASST SUPT (240 DAYS)	\$21,631.00
A0	SR HIGH PRIN (240 DAYS)	\$17,985.00
A0	SR HIGH AST PRIN (220 DAYS)	\$9,477.00
A0	MIDDLE SCH PRIN (240 DAYS)	\$13,639.00
A0	SEC CURR CORD (240 DAYS)	\$13,639.00
A0	MDL AST PRIN (220 DAYS)	\$8,815.90
A0	ELEM PRIN (240 DAYS)	\$10,138.00
A0	ELEM AST PRIN (220 DAYS)	\$4,030.00
D0	IR HIGH CHOIR	\$2,247.00
D02	IR HIGH BAND	\$4,614.00
D03	IR CHEERLEADER	\$1,500.00
D04	JUNIORETTE	\$1,500.00
D0	SR HIGH CHOIR	\$3,125.00
D0	SR HIGH BAND (220 DAYS)	\$5,800.00
007	SR CHEERLEADER SPON	\$2,000.00
D0	EAGLETTE SPONSOR	\$2,000.00
D3	JOURN ACTV COOR	\$1,100.00
D3	ECON AMER COOR	\$1,000.00
D8	ASST COACH/IR HEAD CH (205 TO 220 DAYS)	\$4,250.00
D8	HEAD COACH (205 TO 240 DAYS)	\$5,000.00
D8	ATHLETIC COORD (240 DAYS)	\$5,000.00
D8	THIRD SPORT COACH	\$750.00
D9	DEAN OF STUDENTS	\$3,000.00
D9	DI R-PRE-K	\$5,000.00
D95	DIST TEST COORD	\$3,000.00
D96	IE/AAIMS COORDINATOR (205 DAYS)	\$2,000.00
D97	PARENT INV CORD	\$1,000.00
D99	STUDY HALL	\$500.00
E12	ENERGY MGR	\$6,000.00
	TUTORING	35/HR
	(2) HEAD COACHING POSITIONS	\$2,500.00

3.2—CERTIFIED PERSONNEL EVALUATIONS

Evaluations of certified personnel shall be undertaken at least annually.

Evaluations shall be based on a combination of scheduled and informal observations. Additional and more frequent informal observations will be done should it be determined by the administration that the observations would be helpful in addressing performance problems.

Legal Reference:

A.C.A. § 6-17-1504

Date Adopted: April 14, 2003

Last Revised:

3.3—EVALUATION OF CERTIFIED 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.

Date Adopted: April 14, 2003

Last Revised:

3.4—CERTIFIED PERSONNEL REDUCTION IN FORCE

SECTION ONE

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.

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. In the event of a tie between two or more employees, the teacher(s) shall be retained whose name(s) appear first in the board's minutes of the date of hire. 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 certified 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. Working fewer than 120 days in a school year shall not constitute a year.

- Graduate degree in any area of licensure in which the teacher will be ranked (only the highest level of points apply)
 - 1 point—Master's degree
 - 2 points—Master's degree plus thirty additional 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
- Certification for teaching in a state board identified shortage area—2 points
- Multiple areas and/or grade levels of licensure as identified by the state board—1 point per additional area or grade level as applicable. For example, a P-4 license or a 5-8 social studies license are each worth one point.

All points awarded must be verified by documents on file with the District by October 1 of the current school year. Each teacher's points shall be totaled with teachers ranked by the total points from highest to lowest. All 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 with the superintendent whose decision shall be final.

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 a permanent, 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 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.

The non-renewed teacher shall be recalled for a period of two (2) years in reverse order of the layoff to any position for which he or she is qualified. Notice of vacancies shall be by certified mail and the non-renewed teachers shall have 10 working days from the date that the notification is received in which to accept the offer of a position. A lack of response or a teacher's refusal of a position shall end the district's obligation to replace the laid-off teacher.

SECTION TWO

The employees of any school district which annexes to, or consolidates with, the Crossett 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 _ Crossett 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 Crossett District.

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

Date Adopted: May 8, 2006

Last Revised: May 14, 2011

3.5—CERTIFIED PERSONNEL CONTRACT — RETURN

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.

Legal Reference: A.C.A. § 6-17-1506 (c) (1)

Date Adopted: April 14, 2003

Last Revised:

3.5 A—CERTIFIED PERSONNEL POLICIES

Personnel policies shall be filed, along with an affidavit signed by the President of the Board attesting compliance with state law requiring personnel policies, with the chairman of the State Board of Education. Each teacher and administrator will be given a copy of the personnel policies at the time of employment. Each teacher and administrator shall be furnished a copy of the personnel policies within thirty (30) days after approval of such amendments by the Board of Directors.

3.5 B—CERTIFIED PERSONNEL POLICIES COMMITTEE

The Crossett School District shall have a Personnel Policies Committee consisting of not less than five (5) and no more than seven (7) classroom teachers, and three (3) administrators (one of which may be the Superintendent.) The classroom teacher members shall be elected by a majority of the classroom teachers voting in the district by secret ballot in an election conducted exclusively by the classroom teachers. Each term shall be for one year. The election will be held annually in September.

Legal References: A.C.A. 6-7-201, 6-17-203, 6-17-204, 6-17-205, 6-17-206

Date Adopted: April 14, 2003

Last Revised:

3.6—CERTIFIED PERSONNEL EMPLOYEE TRAINING

All employees shall attend all local professional development training sessions as directed by a supervisor.

The District shall develop and implement a plan for the professional development of its certified employees. The district's plan shall, in part, align district resources to address the professional development 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 certified employee shall receive a minimum of sixty (60) hours of professional development annually to be fulfilled between June 1 and May 31. Professional development hours earned in excess of sixty (60) in the designated year cannot be carried over to the next year. Certified 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. § 6-17-1202 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.

The goal of all professional development activities shall be improved student achievement and academic performance that results in individual, school-wide, and system-wide improvement designed to ensure that all students demonstrate proficiency on the state criterion-referenced assessments. The district's professional development plan shall demonstrate scientifically research-based best practice, and shall be based on student achievement data 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 professional development. The results of the evaluation made by the participants in each program shall be used to continuously improve the district's professional development offerings and to revise the school improvement plan.

Flexible professional development hours (flex hours) are those hours which an employee is allowed to substitute professional development activities, different than those offered by the district, but which still meet criteria of either the employee's Individual Improvement Plan or the school's ACSIP, or both. The district shall determine on an annual basis how many, if any, flex hours of professional development it will allow to be substituted for district scheduled professional development 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 professional development activities. Employees must receive advance approval from the building principal for activities they wish to have qualify for flex professional development hours. To the fullest extent possible, professional development 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 sixty (60) hour requirement shall equal one contract day. Hours of professional development earned by an employee that is not at the request of the district and is in excess of sixty (60) 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 required sixty (60) also count toward the required number of contract days for that employee. Employees shall be paid their daily rate of pay 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 professional development 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 professional development activity each employee is responsible for obtaining and submitting documents of attendance, or completion for each professional development activity he/she attends. Documentation is to be submitted to the building principal or designee.

Teachers and administrators are required to obtain sixty (60) hours of approved professional development annually over a five-year period as part of licensure renewal requirements. At least six (6) of the sixty (60) annual hours shall be in the area of educational technology.

Teachers are required to receive at least two hours annually of their sixty (60) required hours of professional development designed to enhance their understanding of effective parental involvement strategies.

Teachers who provide instruction in Arkansas history shall receive at least two (2) hours of professional development in Arkansas history as part of the sixty (60) hours required annually.

Personnel who are likely to use automated external defibrillators shall receive the training required by Rule. Such training shall count toward the required annual hours of professional development.

At least once every three (3) years, persons employed as athletics coaches, shall receive training related to concussions, dehydration, or other health emergencies as well as students' health and safety issues related to environmental issues and communicable diseases.

All licensed personnel shall receive training related to child maltreatment within twelve (12) months of their initial licensure and/or the renewal of their license. The training curriculum shall be approved by the Arkansas Child Abuse/Rape/Domestic Violence Commission and may be substituted for the required hours of parental involvement on an hour-for-hour basis. For the purposes of this training, licensed personnel includes school social workers, psychologists, and nurses.

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

Administrators are required to receive at least three hours annually of their sixty (60) required hours of professional development 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. Each administrator's professional development is required to also include training in data disaggregation, instructional leadership and fiscal management.

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 sixty (60) hours of professional development required annually.

Certified personnel may earn up to twelve (12) hours of professional development 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 the state law and current ADE rules that deal with professional development. The hours may be earned through online professional development approved by the ADE provided the professional development relates to the district's ASCIP and the teacher's professional growth plan.

Teachers are eligible to receive fifteen (15) professional development hours for a college course that meets the criteria identified in law and the applicable ADE rules. The board shall determine if the hours earned apply toward the required sixty (60). A maximum of thirty (30) such hours may be applied toward the sixty (60) hours of professional development required annually.

Employees who do not receive or furnish documentation of the required annual professional development jeopardize the accreditation of their school and academic achievement of their students. Failure of an employee

to receive sixty (60) hours of professional development in any given year, unless due to illness as permitted by law, shall be grounds for disciplinary action up to and including termination.

Approved professional development activities may include conferences, workshops, institutes, individual learning, mentoring, peer coaching, study groups, National Board for Professional Teaching Standards Certification, distance learning, internships, district/school programs, and approved college/university course work. Professional development activities should be consistent with the objectives developed by the National Staff Development Council Standards.

Cross-Reference: Policy 5.4—STAFF DEVELOPMENT PROGRAM
Legal References: Arkansas State Board of Education: Standards of Accreditation 15.04
ADE Rules Governing Professional Development
A. C.A. § 6-10-122, 123
A.C.A. § 6-15-404(f)(2)
A.C.A. § 6-15-1004(c)
A.C.A. § 6-15-1703
A.C.A. § 6-17-703
A.C.A. § 6-17-704
A.C.A. § 6-17-705
A.C.A. § 6-17-1202
A.C.A. § 6-20-2303 (15)
A.C.A. § 6-61-133

Date Adopted: May 14, 2007
Last Revised: May 14, 2011

3.7—CERTIFIED PERSONNEL DRUG TESTING

Scope of Policy

Each person hired for a position which allows or requires that the employee operate any type of motor vehicle which is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District, and is operated for the transportation of children to or from school or school sponsored activity shall undergo a physical examination, including a drug test and alcohol test.

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 certified 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”).

Definition

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.

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:

1. Random tests;
2. Testing in conjunction with an accident;
3. Receiving a citation for a moving traffic violation; and
4. 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, knowledgeable 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;
- Failed to undergo a medical examination as directed by the Medical Review Officer as part of the verification process for the previous listed reason;
- Failed or declined to submit to a second test that the employer or collector has directed the driver to take;
- Failed to cooperate with any of the testing process; and/or
- Adulterated or substituted a test result as reported by the Medical Review Officer.

Consequences for Violations

Drivers who engage in any conduct prohibited by this policy, who refuse to take a required drug or alcohol test, or who exceed the acceptable limits for the respective tests shall no longer be allowed to perform safety sensitive functions. Actions regarding their continued employment shall be taken in relation to their inability to perform these functions and could include termination or non-renewal of their contract of employment.

Drivers who exhibit signs of violating the prohibitions of this policy relating to alcohol or controlled substances shall not be allowed to perform or continue to perform safety-sensitive functions if they exhibit those signs during, just preceding, or just after the period of the work day that the driver is required to be in compliance with the provisions of this policy. This action shall be based on specific, contemporaneous, articulatable observations concerning the behavior, speech, or body odors of the driver. The Superintendent or his/her designee shall require the driver to submit to "reasonable suspicion" tests for alcohol and controlled substances. The direction to submit to such tests must be made just before, just after, or during the time the driver is performing safety-sensitive functions. If circumstances prohibit the testing of the driver the Superintendent or his/her designee shall remove the driver from reporting for, or remaining on, duty for a minimum of 24 hours from the time the observation was made triggering the driver's removal from duty.

If the results for an alcohol test administered to a driver is equal to or greater than 0.02, but less than 0.04, the driver shall be prohibited from performing safety-sensitive functions for a period not less than 24 hours from the time the test was administered. Unless the loss of duty time triggers other employment consequence policies, no further other action against the driver is authorized by this policy for test results showing an alcohol concentration of less than 0.04.

Legal Reference: A.C.A. § 6-19-108

49 C.F.R. § 382-101 – 605

49 C.F.R. § part 40

Date Adopted: May 8, 2006

Last Revised:

3.8—CERTIFIED PERSONNEL SICK LEAVE

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 immediate family, or due to a death in the family.
3. “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.
4. “Accumulated Sick Leave” is the total of unused sick leave, up to a maximum of ninety (90) days accrued from previous contract, but not used.
5. “Extended Sick Leave” is days used for absences due to sickness up to a maximum of 7 days per year, for which the employee shall be docked at the rate of substitute pay. This will be in effect whether a substitute is required or not. Extended Sick Leave is not accumulated.
6. “Immediate family” means an employee’s or spouse’s child(ren), foster child(ren), sons- and daughters – in law, parents, grandparents, grandchildren, brothers, sisters, brothers- and sisters- in- law, any other person who lives in the same household as the teacher or any person who has stood in *loco parentis* to a school employee..

Sick Leave

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 dismissal.

Excessive absenteeism, whatever the cause, to the extent that the employee is not carrying out his assigned duties to an extent that the education of students is substantially adversely affected (at the determination of the principal or Superintendent) may result in dismissal.

When a certified employee has accumulated ninety (90) days of sick leave and does not use the days of sick leave earned during the succeeding year, the employee will be paid ½ substitute pay, not to exceed ten (10) days, for the sick leave that would be forfeited at the close of the school year.

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

Date Adopted: April 14, 2003

Last Revised: April 10, 2006

3.8 A—CERTIFIED HUSBAND AND WIFE SHARED SICK LEAVE

Per Act 40 of 1999, sick leave may be shared by Crossett School District's certified employees who are husband and wife.

Transfer of Days

Sick leave days may be transferred from employee to spouse as needed for the illness of the employee and/or the illness of immediate family member (or death of an immediate family member (see definition of immediate family.)

The transfer of days must be requested on the proper forms and must indicate the exact number of days requested in the transfer, along with a statement describing the need for the transfer.

Limitations

Extended sick leave days shall not be transferred. Only accrued days from prior years may be used. The employee must retain at least the current year's sick leave benefits in his/her own account. Days transferred from employee to spouse may not result in the receiving spouse having paid unused sick leave at the end of the year. Days transferred from employee to spouse may not result in the receiving spouse having paid unused sick leave upon retirement or resignation.

Date Adopted: April 14, 2003

Last Revised:

3.8 B—CERTIFIED EMPLOYEE SHARED SICK LEAVE

Employees may share sick leave days for illness by notifying the Superintendent in writing. The name of the employee to whom the sick leave is given and the number of days to be transferred shall be stated. Days shall be for illness of the employee or the illness of an immediate family member for extenuating circumstances. Days can only be given after employee has exhausted all days. Upon approval from the Superintendent, the request will be forwarded to the Payroll Manager. Requests must be made before payroll deadline for the current month.

Limitations:

Extended sick leave days shall not be transferred. Only accrued days from prior years may be used. The employee must retain at least the current year's sick leave benefits in his/her own account. Days transferred from employee to spouse may not result in the receiving spouse having paid unused sick leave at the end of the year. Days transferred from employee to spouse may not result in the receiving spouse having paid unused sick leave upon retirement or resignation. Days cannot be given to another employee upon retirement or resignation of an employee.

Date Adopted: May 8, 2006

Last Revised: July 17, 2006

3.8 C—CERTIFIED PERSONNEL VACATION LEAVE

Crossett School District employees who are contracted for a twelve (12) month period are provided with two (2) weeks (10 working days) of paid vacation. A twelve month employee shall be entitled to the normally scheduled holidays and school breaks that are listed on the payroll calendar by which the employee is contracted. These days off shall not be paid days of employment. Vacation days shall be apart and separate from these scheduled days. Vacation days shall be stated in the employee's contract.

Vacation Leave Benefit

Vacation shall be paid days off during the twelve (12) month contracted period, and may be carried over and used in the next contract year, but not beyond December 31st of the next year. Any days carried over must be used within six (60) months.

Vacation days may be used for illness or medical emergency, if the employee has exhausted all normal sick leave days. Days may be taken in combination or number, with immediate supervisor's approval.

Vacation Procedure

A twelve (12) month employee shall be entitled to schedule vacation days subject to the employee's immediate supervisor's approval. These days shall be scheduled in advance with the supervisor's approval. Days shall be taken at times and in quantities that will not unnecessarily burden the operations of the school district. A request for vacation leave in writing by use of the proper form shall be made to the immediate supervisor.

Early Resignation or Termination

In the event that a twelve (12) month contracted employee resigns or is terminated before the contract for that year expired, vacation days earned shall be calculated up to the effective date of resignation or termination. The number of vacation days available will be derived from days accumulated from the prior year and not used prior to December 31st, plus one day per month of contracted time up to the ten (10) days for the current year, minus days used from the current year vacation benefits.

Unused vacation days earned shall be wither compensated through payroll to the employee at the employee's normal daily rate of contracted pay, or shall be provided to the employee prior to the effective date of the resignation or termination without reduction in contractual agreement pay.

Date Adopted: December 9, 1997

Last Revised:

3.8 D—CERTIFIED PERSONNEL MILITARY LEAVE

Certified employees who are members of the National Guard or any of the reserve branches of the armed forces shall be granted leave at the rate of fifteen (15) days per calendar year, plus necessary travel for annual training requirements or other duties performed in an official duty status. If this leave is not used in a fiscal year, it will accumulate for use in the succeeding fiscal year until it totals thirty (30) days at the beginning of the fiscal year. The leave shall be granted without loss of pay and in addition to regular vacation time.

(Fiscal year shall be defined as from July 1 to June 30.)

Personnel called to duty in an emergency situation by the Governor or the President shall be granted leave with pay not to exceed thirty (30) working days. After that, leave will be granted without pay. This leave shall be granted in addition to regular vacation time.

During any military leave of absence, the employees shall be entitled to preserve all seniority rights, efficiency of performance ratings, promotional leave status, retirement privileges, life and disability benefits, and all other rights, privileges and benefits to which they have become entitled. (Arkansas Codes Annotated 21-4-102, 677-306, 21-4-212, Act 673 of 1991.)

Date Adopted: April 14, 2003

Last Revised:

3.8 E—CERTIFIED PERSONNEL BEREAVEMENT LEAVE POLICY

Employees of the Crossett School District shall be provided three (3) days of bereavement leave annually in the death of an immediate family member.

Immediate family is defined as the employee's spouse, child or foster child(ren), sons and daughters-in-law, grandparents, grandchildren, parents, brothers, sisters, or any other person of the same household or person who has stood in *loco parentus* to a school employee.

These days shall not be accumulated, and shall not be compensated if not used, and shall not be converted to any other type of leave.

The employee's supervisor or principal and the central office shall be notified and forms completed as soon as possible.

Personal or sick days may be taken for deaths other than immediate family or if bereavement leave for that year has been exhausted. Bereavement days may be taken separately or together.

Date Adopted: April 14, 2003

Last Revised:

3.8 F—CERTIFIED PERSONNEL BEREAVEMENT LEAVE FORM

Employee: _____ Date Filed: _____

School or Department: _____

Name of Deceased Family Member: _____

Relationship to the Deceased: _____

Date(s) of Leave: _____

Signature: _____

Supervisor or Principal's Signature: _____

Date Adopted: April 14, 2003

Last Revised:

3.10—CERTIFIED PERSONNEL PLANNING TIME

A master schedule shall be created by the building level principal indicating when each teacher's planning period and scheduled lunch period will be. 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 notifying their building principal or designee.

The planning time shall be in increments of not less than forty (40) minutes and shall occur during the student instructional day.

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

Date Adopted: April 10, 2006

Last Revised:

3.11—CERTIFIED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE

Personal Leave

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 a total of six (6) days of personal leave per contract year. The leave may be taken in increments of no less than one class period.

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 3.9, 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.

Full-time employees have a total of six (6) days of personal leave per contract year. An employee may take personal leave when he must be absent from work for reasons which do not entitle the employee to take sick leave.

One (1) of the six (6) days given per contract year in a district-paid leave day, which may accumulate from one contract year to the next, up to a maximum of five (5) days carried forward to the next year.

Five (5) of the six (6) days given per contract year are given at the cost of substitute docking rate. An amount equal to the cost of the substitute salary per day shall be docked from the employee's pay for each of these five (5) days taken. These five (5) cost-of-substitute personal days shall not be carried forward and shall not accumulate.

Any employee desiring to take personal leave may do so by making a written 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. 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 their 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 their participation in the professional leave activity (e.g. scholastic audits or praxis assessments), 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 employee/district.

Legal Reference: A.C.A. § 6-17-211

Date Adopted: May 14, 2007

Last Revised: January 8, 2009

3.12—CERTIFIED PERSONNEL RESPONSIBILITIES IN DEALING WITH SEX OFFENDERS ON CAMPUS

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.

Cross Reference: 6.10—SEX OFFENDERS ON CAMPUS (MEGAN'S LAW)

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

Date Adopted: June 11, 2007

Last Revised:

3.13—CERTIFIED PERSONNEL PUBLIC OFFICE

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 paid leave will be granted for the employee's participation in such public office. The employee may receive pay for 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 non-renewal or termination of his employment contract.

Legal Reference: A.C.A. § 6-17-115

Date Adopted: April 14, 2003

Last Revised:

3.14—CERTIFIED PERSONNEL JURY DUTY

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) of the 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

Date Adopted: April 14, 2003

Last Revised: April 12, 2010

3.15—CERTIFIED PERSONNEL LEAVE — INJURY FROM ASSAULT

Any teacher who, while in the course of their employment, is injured by an assault or other violent act; while intervening in a student fight; while restraining a student; or while protecting a student from harm, shall be granted a leave of absence for up to one (1) year from the date of the injury, with full pay.

A leave of absence granted under this policy shall not be charged to the teacher's sick leave. In order to obtain leave under this policy, the teacher must present documentation of the injury from a physician (paid for by the employee), with an estimate for time of recovery sufficient to enable the teacher to return to work, and written statements from witnesses (or other documentation as appropriate to a given incident) to prove that the incident occurred in the course of the teacher's employment.

The assault or criminal act must have been reported to and verified by the proper authority, i.e. police, etc.

The School Board may request the teacher be examined by a medical doctor of the Board's choosing and at the District's expense, to verify the inability of the teacher to return to work. If there is disagreement between the teacher's doctor and the Board's doctor, a third opinion shall be requested from a medical doctor, paid by the District, both the Board and the teacher agree upon. In such case, the decision from the agreed upon doctor shall be the decision by which the Board and the teacher shall abide.

The decision of the School Board shall be final, and that decision shall not be subject to appeal through any administrative proceeding, including District grievance policies or procedures.

Legal Reference: A.C.A. § 6-17-1209

Date Adopted: April 14, 2003

Last Revised: February 14, 2005

3.16—CERTIFIED PERSONNEL REIMBURSEMENT FOR PURCHASE OF SUPPLIES

Pre-kindergarten through sixth grade teachers shall be allotted the amount required by law per student enrolled in the teacher's class to be used for the purchase of classroom supplies and 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, pre-kindergarten through sixth grade teachers shall be eligible for the allotted supply reimbursement for those students enrolled in the teacher's class for more than 50% of the school day at the end of the first three months of the school year.

Teachers may purchase supplies and supplementary materials from the district at the district's cost to take advantage of the school's bulk buying power. To do so, teachers shall complete and have approved by the principal, a requisition for supplies which will then be purchased on the teacher's behalf by the school and subtracted from the teacher's total supply and material allocation. Teachers may also purchase their own supplies by obtaining a Purchase Order number from the purchasing agent.

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

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

Date Adopted: May 8, 2006

Last Revised:

3.17—INSULT OR ABUSE OF CERTIFIED PERSONNEL

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

Date Adopted: April 14, 2003

Last Revised:

3.18—CERTIFIED PERSONNEL OUTSIDE EMPLOYMENT

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.

Legal Reference: A.C.A. § 6-24-106, 107, 111

Date Adopted: December 13, 2004

Last Revised:

3.19—CERTIFIED PERSONNEL EMPLOYMENT

All prospective employees must fill out an application form provided by the District, in addition to any resume provided, all of which information 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.

The Crossett School District is an equal opportunity employer and shall not discriminate on the grounds of race, color, religion, national origin, sex, age, or disability.

Date Adopted: April 14, 2003

Last Revised:

3.19A--TRANSFERS/REASSIGNMENTS OF CERTIFIED PERSONNEL

The School Board shall have authority to assign, reassign and transfer all teachers in schools within their jurisdiction upon the recommendation of the Superintendent.

When practical, openings within the system will be advertised by placing the vacancy notice on the bulletin board in each office.

The Superintendent will consider current staff members for vacancies within the district. The final decision for any recommendation to fill any vacancy is the responsibility of the Superintendent. This recommendation covers all professional positions except that of Superintendent.

Legal Reference: A.C.A. 6-17-3

Date Adopted: April 14, 2003

Last Revised:

3.20—CERTIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES

Employees shall be reimbursed for personal and/or travel expenses incurred while performing duties or attending workshops or other employment-related functions, provided that prior written approval for the activity for which the employee seeks reimbursement has been received from the Superintendent, principal (or other immediate supervision with the authority to make school approvals), or the appropriate designee of the Superintendent and that the teacher's attendance/travel was at the request of the district.

It is the responsibility of the employee to determine the appropriate supervisor from which he must obtain approval.

Reimbursement claims must be made on forms provided by the District and must be supported by appropriate, original receipts. Copies of receipts or other documentation are not acceptable, except in extraordinary circumstances.

Cross Reference: Policy 7.12—EXPENSE REIMBURSEMENT

Date Adopted: May 14, 2007

Last Revised:

3.21—CERTIFIED PERSONNEL TOBACCO USE

Smoking or the use of tobacco, or products containing tobacco in any form, in or on any property owned or leased by the district, including buses or other school vehicles, is prohibited.

Legal Reference: A.C.A. § 6-21-609

Date Adopted: April 14, 2003

Last Revised:

3.22—DRESS OF CERTIFIED EMPLOYEES

Employees shall ensure that their dress and appearance are professional and appropriate to their positions.

Date Adopted: April 14, 2003

Last Revised:

3.23—CERTIFIED PERSONNEL POLITICAL ACTIVITY

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 or out of the classroom, in other than circumstances appropriate to the nature of the class.

Date Adopted: April 14, 2003

Last Revised:

3.24—CERTIFIED PERSONNEL DEBTS

All employees are expected to meet their financial obligations. If an employee writes “hot” checks or has his income garnished, 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.

Date Adopted: April 10, 2006

Last Revised: March 11, 2010

3.25—CERTIFIED PERSONNEL GRIEVANCES

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

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. A group of employees who have the same grievance may file a group grievance.

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

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: Any weekday other than a holiday whether or not the employee under the provisions of their contract is scheduled to work or whether they are currently under contract.

Process

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

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

Level Two (when appeal is to the building principal): Upon receipt of a Level Two Grievance Form, the building principal will have ten working days to schedule a conference with the employee filing the grievance. The principal shall offer the employee an opportunity to have a witness or representative who is not a member of the employee’s immediate family present at their conference. After the conference, the principal will have ten working days in which to deliver a written response to the grievance to the employee. If the grievance is not advanced to Level Three within five working days the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

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

Level Three: If the proper recipient of the Level Two Grievance was the building principal, and the employee remains unsatisfied with the written response to the grievance, the employee may advance the grievance to the superintendent by submitting a copy of the Level Two Grievance Form and the principal’s reply to the superintendent within five

working days of his/her receipt of the principal's reply. The superintendent will have ten working days to schedule a conference with the employee filing the grievance. The superintendent shall offer the employee an opportunity to have a witness or representative who is not a member of the employee's immediate family present at their conference. After the conference, the superintendent will have ten working days in which to deliver a written response to the grievance to the employee.

Appeal to the Board of Directors: An employee who remains unsatisfied by the written response of the superintendent may appeal the superintendent's decision to the Board of Education within 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 re-file 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 to 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:A.C.A. § 6-17-208, 210

Date Adopted: May 14, 2007

Last Revised:

3.25F—CERTIFIED 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: _____

Date Adopted: May 14, 2007

Last Revised: April 14, 2003

3.26—CERTIFIED PERSONNEL SEXUAL HARASSMENT

The Crossett 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 characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual, regardless of whether or not the individual self-identifies as homosexual; 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)

Date Adopted: April 14, 2003
Last Revised: May 14, 2011

3.27—CERTIFIED PERSONNEL SUPERVISION OF STUDENTS

All District personnel are expected to conscientiously execute their responsibilities to promote the health, safety, and welfare of the District's students under their care. The Superintendent shall direct all principals to establish regulations ensuring faculty supervision of students throughout the school day and at extracurricular activities.

Date Adopted: April 14, 2003

Last Revised:

3.28—CERTIFIED PERSONNEL COMPUTER USE POLICY

The Crossett School District provides computers and/or computer Internet access for many employees, to assist employees in performing work related tasks. Employees are advised that they enjoy **no expectation of privacy** in any aspect of their computer use, including email, and that under Arkansas law, both email and computer use records maintained by the district are subject to disclosure under the Freedom of Information Act. Consequently, no employee or student-related reprimands or other disciplinary communications should be made through email.

Passwords or security procedures are to be used as assigned, and confidentiality of student records is to be maintained at all times. Employees must not disable or bypass security procedures, compromise, attempt to compromise, or defeat the district's technology network security, alter data without authorization, disclose passwords to other staff members or students, or grant students access to any computer not designated for student use. It is the policy of this school district to equip each computer with Internet filtering software designed to prevent users from accessing material that is harmful to minors. The designated District Technology Administrator or designee may authorize the disabling of the filter to enable access by an adult for a bona fide research or other lawful purpose.

Employees who misuse district-owned computers in any way, including excessive personal use, using computers for personal use during instructional time, using computers to violate any other policy, knowingly or negligently allowing unauthorized access, or using the computers to access or create sexually explicit or pornographic text or graphics, will face disciplinary action, up to and including termination or non-renewal of the employment contract.

Legal References: 20 USC 6801 et seq. (Children's Internet Protection Act; PL 106-554)
 20 USC 6777
 47 USC 254 (h)
 A.C.A. § 6-21-107
 A.C.A. § 6-21-111

Date Adopted: April 14, 2003

Last Revised: June 8, 2009

3.28F - CERTIFIED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT

Name (Please Print) _____

School _____ Date _____

The _____ School District agrees to allow the employee identified above (“Employee”) to use the district’s technology to access the Internet under the following terms and conditions:

1. Conditional Privilege: The Employee’s use of the district’s access to the Internet is a privilege conditioned on the Employee’s abiding by this agreement.
2. Acceptable Use: The Employee agrees that in using the District’s Internet access he/she will obey all federal and state laws and regulations. Internet access is provided as an aid to employees to enable them to better perform their job responsibilities. Under no circumstances shall an Employee’s use of the District’s Internet access interfere with, or detract from, the performance of his/her job-related duties.
3. Penalties for Improper Use: If the Employee violates this agreement and misuses the Internet, the Employee shall be subject to disciplinary action up to and including termination.
4. “Misuse of the District’s access to the Internet” includes, but is not limited to, the following:
 - a. using the Internet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing community standards;
 - b. using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
 - c. posting anonymous messages on the system;
 - d. using encryption software;
 - e. wasteful use of limited resources provided by the school including paper;
 - f. causing congestion of the network through lengthy downloads of files;
 - g. vandalizing data of another user;
 - h. obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
 - i. gaining or attempting to gain unauthorized access to resources or files;
 - j. identifying oneself with another person’s name or password or using an account or password of another user without proper authorization;
 - k. using the network for financial or commercial gain without district permission;
 - l. theft or vandalism of data, equipment, or intellectual property;
 - m. invading the privacy of individuals;
 - n. using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
 - o. introducing a virus to, or otherwise improperly tampering with, the system;
 - p. degrading or disrupting equipment or system performance;
 - q. creating a web page or associating a web page with the school or school district without proper authorization;

- r. attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;
 - s. providing access to the District's Internet Access to unauthorized individuals; or
 - t. taking part in any activity related to Internet use which creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools;
 - u. making unauthorized copies of computer software;
 - v. personal use of computers during instructional time; or
 - w. Installing software on district computers without prior approval of technology director or his/her designee.
5. Liability for debts: Staff shall be liable for any and all costs (debts) incurred through their use of the District's computers or the Internet including penalties for copyright violations.
6. No Expectation of Privacy: The Employee signing below agrees that in using the Internet through the District's access, he/she waives any right to privacy the Employee may have for such use. The Employee agrees that the district may monitor the Employee's use of the District's Internet Access and may also examine all system activities the Employee participates in, including but not limited to e-mail, voice, and video transmissions, to ensure proper use of the system.
7. Signature: The Employee, who has signed below, has read this agreement and agrees to be bound by its terms and conditions.

Employee's Signature: _____ Date _____

Date Adopted: April 14, 2003
Last Revised: December 13, 2004

3.29—CERTIFIED PERSONNEL SCHOOL CALENDAR

Crossett School District Calendar

2011-2012

August 1-8 (6 days)	Staff Development 1— 6 (Flex Days)		
August 9-12 (4 days)	Staff Development 7-10		
August 15 (Monday)	First Day of School		
September 5 (School Dismissed)	Labor Day		
September 13 (Tuesday)	1st P/T Conference/Progress Reports 3hrs.		
October 12 (42 days — Tuesday)	End of 1st Nine Weeks		
October 13 (Wednesday)	First day of 2nd Nine Weeks		
October 18(Tuesday)	2nd P/T Conference/Report Cards 3 hrs.		
November 17 (Thursday)	2 nd 9-Weeks Progress Reports		
November 21-25 (5 days)	Thanksgiving Holiday		
December 16 (42 days - Friday)	End of 2nd Nine Weeks		
December 17 — January 2 (11 days)	Christmas Holidays		
January 3 (Tuesday)	First Day of 3rd Nine Weeks		
January 16 (School Dismissed)	Martin Luther King, Jr. Holiday		
February 2 (Thursday)	3rd P/T Conference/Progress Reports 3 hrs.		
February 20 (School Dismissed)	President's Day		
March 9 (47 days - Friday)	End of 3rd Nine Weeks		
March 12 (Monday)	First Day of 4th Nine Weeks		
March 19-23 (5 days)	Spring Break		
March 15 (Thursday)	4th P/T Conference/Report Cards 3 hrs.		
April 6 (Friday)	Good Friday		
April 19 (Thursday)	4 th 9-Weeks Progress Reports		
May 22 (Tuesday)	Superintendent's Award Ceremony		
May 23 (47 days)	Last Day of School		
May 28 (Monday)	Memorial Day		
May 24 - 31	Inclment Weather Days		
1 st 9 Weeks	42 Days		
2 ^{hd} 9 Weeks	42 Days	Total Teacher Days	178
3 rd 9 Weeks	47 Days	Total Staff Development Days	10
4 th 9 Weeks	47 Days	Total Conference Days	2
Total	178 Days	Total Days of School	190

Five (5) inclment weather/make-up days are included in the calendar. If no make-up days are needed, the last day of school will be May 23.

Adopted: March 10, 2011

Last Adopted:

3.30—PARENT-TEACHER COMMUNICATION

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) or legal guardian(s) of each of their students to discuss their academic progress. 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, notice of, and the reasons for retention shall be communicated promptly in a personal conference.

Legal Reference: State Board of Education Standards of Accreditation 12.04.1, 12.04.2,
 and 12.04.3
 A.C.A. § 6-15-1701(b)(3)(C)

Date Adopted: May 8, 2006

Last Revised:

3.31—DRUG FREE WORKPLACE - CERTIFIED PERSONNEL

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. Resources include Phoenix Youth and Family Counseling and Delta Counseling.

Should any employee be found to have been under the influence of, or in illegal possession of, any illegal drug or controlled substance, 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. 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.

An employee living on campus or on school owned property is permitted to possess alcohol in his/her residence. The employee is bound by the restrictions stated in this policy while at work or performing his/her official duties.

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.

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 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 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.

Legal References: 41 USC § 702, 703, and 706

Date Adopted: May 8, 2006

Last Revised: June 8, 2009

3.31F—DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT

CERTIFICATION

I, hereby certify that I have been presented with a copy of the Crossett School District's Drug Free Workplace Policy, that I have read the statement, and that I will abide by its terms as a condition of my employment with this District.

Signature _____

Date _____

Date Adopted: May 8, 2006

Last Revised: June 8, 2009

3.32—CERTIFIED PERSONNEL FAMILY MEDICAL LEAVE *

Definitions:

Covered active duty means

- (A) 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
- (B) 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.

Covered Service Member: is

- (A) a member of the Armed Forces, including a member of the National Guard or Reserves, who is 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
- (B) 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.

Eligible Employee: is an employee who has been employed by the district for at least twelve (12) months and for 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave. Full time, licensed teachers are considered to have met the 1250 hour requirement for eligibility.

Health Care Provider: is a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the state in which the doctor practices. It also includes any other person determined by the U.S. Secretary of Labor to be capable of providing health care services.

Instructional Employee: is a teacher 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, and special education assistants such as signers for the hearing impaired. The term does not include administrators, counselors, librarians, psychologists, or curriculum specialists who are included under the broader definition of “eligible employee” (to the extent the employee has been employed for 12 months).

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

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.

Qualifying Exigency: Issues that arise due to covered active duty or a call to covered active duty of an employee's spouse, son, daughter, or parent. 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.

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.

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

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 of 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.

Year: for leave **other than** to care for the serious injury or illness of a covered service member, the twelve (12) month period of eligibility shall begin on the first duty day of the school year.

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 12 months after that date.

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 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 Family Medical Leave Act of 1993 (FMLA) as amended to its eligible employees for one or more of the following reasons:

1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. To care for the spouse, son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition; and
4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.
5. 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 .
6. To care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury.

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.

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 26 weeks of leave during one 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 is limited for reasons 1 through 5 listed above to a total of 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 16 weeks during a 12 month period could only take a total of 10 weeks for reasons 1 through 5.

If husband and wife are both eligible employees employed by the district, the husband and wife are entitled to a total of 26 weeks of leave during one 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. A husband and wife who care for such a covered service member is limited for reasons 1 through 5 listed above to a total of 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 16 weeks during a 12 month period could only take a total of 10 weeks for reasons 1 through 5.

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.

Employee Notice to District

Foreseeable:

When the need for leave is foreseeable for reasons 1 through 4 or listed above, the employee shall provide the district with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave for the specified reason, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is 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 necessity for leave for reason 5 listed above 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.

When the need for leave is for reasons 3, 4, or 6 listed above, 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.

Failure by the employee to give thirty (30) days notice may delay the taking of FMLA leave until at least thirty (30) days after the date the employee provides notice to the district.

Unforeseeable:

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, telegraph, fax, or other electronic means.

Medical Certification

When the need for leave is for reasons 3, 4, or 6 listed above the employee should provide a medical certification from a licensed, practicing health care provider supporting the need for leave at the time the notice for leave is given, but must provide certification at least fifteen (15) days prior to the date the leave is to begin. The certification shall include the date on which the serious health condition began, the probable duration of the condition, and the appropriate medical facts within the knowledge of the health care provider regarding the condition. Leave taken for reason 3 listed above, must include certification that the eligible employee is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time the employee is needed to provide the care. For reason 4 listed above, the certification must include a statement that the employee is unable to perform the required functions of his/her position.

If FMLA leave is to be taken on an intermittent or reduced work schedule basis for planned medical treatment, the certification shall include the dates on which such treatment is expected to be given and the duration of such treatment.

Second Opinion: In any case where the district has reason to doubt the validity of the 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 the employee obtain a recertification, at the employee's expense, no more often than every thirty (30) days unless one or more of the following circumstances apply;

- a. The employee requests an extension of leave;
- b. Circumstances described by the previous certification have changed significantly; and/or
- c. The district receives information that casts doubt upon the continuing validity of the certification.

The employee must provide the recertification in no more than fifteen (15) calendar days after the district's request. No second or third opinion on recertification may be required.

Sick Leave and Family Medical Leave Act (FMLA) Leave

When an employee takes sick leave, the district shall determine if the leave qualifies for FMLA leave. The district may request additional information from the employee to help make the applicability determination. If the leave qualifies under the FMLA, the district will notify the employee, either orally or in writing, of the decision within two workdays. If the leave is intermittent or on a reduced schedule as defined in this policy and the circumstances of the 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. To the extent the employee has accrued paid leave, any leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave.

Concurrent Leave

The district requires employees to substitute any applicable accrued leave for any part of the twelve (12) week period of FMLA leave. All FMLA leave is unpaid unless substituted by applicable 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 not be charged for any paid leave accrued by the employee. 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.

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. 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.

If an employee gives unequivocal notice of 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

Employees shall inform the district every two weeks during FMLA leave of their current status and intent to return to work.

Return to Work

Medical Certification: An employee who has taken FMLA leave under reason 4 stated above shall provide the district with certification from a health care provider that the employee is able to resume 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. The employee may not be restored to a position requiring additional licensure or certification.

Failure to Return to Work: In the event that an employee is unable or fails to return to work, 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 their contract.

Intermittent or Reduced Schedule 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 request of the employee.

Eligible employees may take intermittent or reduced schedule leave due to reasons 3, 4, and 6 listed above if they have

- (A) made 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 of the employee or the health care provider of the son, daughter, spouse, or parent of the employee, as appropriate; and
- (B) provided the employer with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave under such subparagraph, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.

Eligible employees requesting intermittent or reduced schedule leave that is foreseeable based on planned medical treatment may be transferred to an alternative position for which the employee is qualified with equivalent pay and benefits that better accommodates the employee's intermittent or reduced schedule leave.

If an eligible employee who meets the definition of an instructional employee requests intermittent or reduced schedule leave that is foreseeable based on planned medical treatment and the employee would be on leave for greater than 20 percent 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. to take medical leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or
- b. to transfer temporarily to an available alternative position offered by the employer for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the regular employment position of the employee.

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

Leave more than 5 weeks prior to end of term

- If the eligible, instructional employee begins leave, due to reasons 1 through 6 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 such term, if
 - (A) the leave is of at least 3 weeks duration; and
 - (B) the return to employment would occur during the 3-week period before the end of such term.

Leave less than 5 weeks prior to end of term

If the eligible, instructional employee begins leave, due to reasons 1, 2, 3, or 6 listed above during the period that commences 5 weeks prior to the end of the academic term, the district may require the employee to continue taking leave until the end of such term, if

- (A) the leave is of greater than 2 weeks duration; and
- (B) the return to employment would occur during the 2-week period before the end of such term.

Leave less than 3 weeks prior to end of term

If the eligible, instructional employee begins leave, due to 1, 2, 3, or 6 listed above, during the period that commences 3 weeks prior to the end of the academic term and the duration of the leave is greater than 5 working days, the agency or school may require the employee to continue to take leave until the end of such term.

Cross Reference: 3.8—CERTIFIED PERSONNEL SICK LEAVE

Legal References: 29 USC §§ 2601 et seq.
 29 CFR 825.100 et seq.

Date Adopted: April 10, 2006
Last Revised: April 14, 2010

* All school districts are covered under the Family Medical Leave Act and are required to keep certain payroll and employee identification records and post pertinent notices regarding FMLA for its employees. Employees, however, are only eligible for FMLA benefits if the district has 50 or more employees within a 75-mile radius of the district's offices. Your district may choose to offer FMLA benefits to your employees even though they are not technically eligible. If your district has less than 50 employees and chooses not to offer FMLA benefits, the following policy serves to inform your employees of why FMLA benefits do not apply to them and could help to avoid possible confusion resulting from the posting of FMLA notices.

**3.32—CERTIFIED PERSONNEL FAMILY MEDICAL LEAVE
REQUEST FORM FOR FAMILY AND MEDICAL LEAVE ACT
CROSSETT SCHOOL DISTRICT**

Employee Name: _____ Date: _____

Social Security Number: _____

Mailing Address: _____

Home Telephone Number: _____

Beginning date of requested FMLA leave: _____

Position Held: _____ School: _____

Declared reason for need for Family and Medical Leave: (Medical certification verifying need for leave must be attached.)

Intended Date of Return: _____

Office Use Only:

Hours Worked Previous Year: _____

Last Day Pay Received From District: _____

Date Transferred to Family/Medical Leave: _____

Date Family/Medical Leave Ends: _____
(12 Weeks Maximum)

Date Returned to Work: _____

Signature of Employee

Signature of Superintendent

Date

Date

3.33—ASSIGNMENT OF EXTRA DUTIES FOR CERTIFIED PERSONNEL

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

Legal Reference: A.C.A. § 6-17-201

Date Adopted: April 10, 2006

Last Revised:

3.34—CERTIFIED PERSONNEL CELL PHONE USE

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

In any instance where the district issues a cell phone or school computer to a school employee for use for school business purposes, the employee shall not use the equipment for personal use. Any employee who uses a school issued cell phones and/or computers for non-school purposes, except as permitted by the district's Internet/computer use policy, shall be subject to discipline, up to and including termination.

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.

Date Adopted: April 14, 2003

Last Revised: June 8, 2009

3.35—CERTIFIED PERSONNEL BENEFITS

The Crossett School District provides its certified personnel benefits consisting of the following:

1. \$40/month insurance benefit applicable to medical, life or cancer insurance
2. \$100.00 retirement bonus
3. ½ sub pay/day for unused sick leave in excess of 90 days, up to 10 days at the end of the year
4. ½ sub pay/day for unused accumulated sick and daily rate of pay for vacation days upon retirement or resignation
5. One sick leave day per calendar month worked and one district paid personal day earned a year with a limit of five. Also 7 extended sick leave days and 5 extended personal days.
6. Fourteen percent of earnings contributed to Arkansas Teach Retirement on behalf of the employee
7. Cost of licensure renewal

Legal Reference: A.C.A. § 6-17-201

Date Adopted: April 10, 2006

Last Revised:

3.36—CERTIFIED PERSONNEL DISMISSAL AND NON-RENEWAL

For procedures relating to the termination and non-renewal of teachers, please refer below to the Arkansas Teacher Fair Dismissal Act A.C.A. § 6-17-1501 through 1510.

Arkansas Code § 6-17-1501 through 1510, titled The Teacher Fair Dismissal Act, requires that the non-renewal or termination of a contract shall be voided unless the school district substantially complies with all the provisions of the act and applicable local policies, including collective bargaining agreements. The Act was amended by the 2001 Legislature to provide for “just cause” in termination and non-renewal. The Act contains all the following provisions:

- A teacher achieves non-probationary status after completing three (3) successive years of employment with a single school district. Optionally, a school board employing a non-probationary teacher from another district may by majority vote, require a one (1) year probationary period.
- An annual written evaluation of a teacher is required.
- The evaluation procedure and criteria are to be developed through the collective bargaining process, the personnel policies committee, or an ad hoc evaluation committee.
- A written notice of deficiencies must be furnished to the teacher.
- An administrator must document efforts to assist a teacher in removing deficiencies.
- The maintenance of a personnel file on each teacher is required. The file may be inspected by the teacher.
- A teacher may inspect his/her file during office hours, copy contents, and submit responses.
- The termination of a teacher’s contract or the non-renewal of a non-probationary teacher’s contract can only occur when there is a reduction in force created by district wide reduction in certified staff or for incompetent performance, conduct which materially interferes with the continued performance of the teacher’s duties, repeated or material neglect of duty, or just and reasonable cause.
- The non-renewal of a probationary teacher’s contract may be for any reason. However, a teacher may not be discharged on the basis of or for the exercise of constitutionally protected rights.
- Termination, non-renewal, or suspension shall be only upon the recommendation of the Superintendent.
- A notice of termination, non-renewal, or suspension shall be delivered in person to the teacher or mailed by registered or certified mail to the teacher at the teacher’s residence address as reflected in the teacher’s personnel file.
- The notice of recommended termination, non-renewal, or suspension of a teacher shall include a statement of the reasons for the recommendation, setting forth the reasons in separately numbered paragraphs so that a reasonable teacher can prepare a defense.
- No teacher shall be required to sign and return a contract for the next school year any sooner than thirty (30) days after the contract is issued to the teacher. The teacher shall have the right to unilaterally rescind any signed contract no later than ten (10) days after the end of the school year.
- A teacher who received a notice of recommended termination or non-renewal may file a written request with the Board of Directors of the district for a hearing.
- Written request for a hearing shall be sent by certified mail or registered mail to the president, vice-president, or secretary for the Board of Directors on the district, with a copy to the Superintendent, or may be delivered in person by the teacher to the president, vice-president, or secretary of the Board of Directors of the school board with a copy to the Superintendent, within thirty (30) calendar days after the written notice of proposed termination or non-renewal is received by the teacher.
- Upon receipt of a request for a hearing, the Board shall grant a hearing in accordance with the following provisions:
 - 1) The hearing shall take place at a time agreed upon in writing by the parties, but if no time can be agreed upon, the hearing shall take place no fewer than five (5) calendar days nor more than twenty (20) calendar days after the written request as been received by the Board.
 - 2) The hearing shall be private unless the teacher or Board shall request the hearing be public. If the hearing is public, the parent or guardian of any student under the age of eighteen (18) who offers testimony, may elect to have the student’s testimony offered in private.
 - 3) The teacher and the Board may be represented by representatives of their choosing.
 - 4) It shall not be necessary that a full record of the proceedings at the hearing be made and preserved unless:
 - A. The Board shall elect to make and preserve a record of the hearing at its own expense, in which event a copy shall be furnished to the teacher, upon request, at no cost to the teacher; or
 - B. A written request is filed with the Board by the teacher at least twenty-four (24) hours prior to the time set for the hearing, in which event, the Board shall make preserved at its own expense a record of the hearing and shall furnish a transcript to the teacher without cost.
 - 5) The Board shall not consider at the hearing any new reasons which were not specified in the notices provided pursuant to this subchapter:

Nothing in this section shall preclude a school district which has chosen to officially recognize in its policies an organization representing the majority of the teachers of the district for the purpose of negotiating personnel policies, salaries, and educational matters of mutual concern under a written policy agreement from conducting a single non-renewal hearing when all the district's teachers are recommended for non-renewal provided that each teacher at such hearing shall be given an opportunity to make comments to be included in the hearing record.

- Upon conclusion of its hearing with respect to the termination or non-renewal of a contract of a teacher who has been employed as a full-time teacher by the school district for less than three (3) continuous years, the Board shall take action on the recommendations of the Superintendent with respect to the termination or non-renewal of such contract. The Board's decision with regard to non-renewal of a probationary teacher shall be final.
- Upon completion of such hearing, the Board, within ten (10) days after holding the hearing shall:
 - 1) Upon the recommendation of the Superintendent to terminate or not renew the teacher's contract; or
 - 2) Reject or modify the Superintendent's recommendation to terminate or not renew the contract of a teacher; or
 - 3) Vote to continue the contract of such restrictions, limitations, or assurances as the Board may deem to be in the best interest of the school district. The decision shall be reached by the Board within ten (10) days from the date of the hearing, and a copy shall be furnished in writing to the teacher involved, either by personally delivering it to the teacher or by registered or certified mail.
- Subsequent to any hearing granted a teacher by this subchapter, the Board, by majority vote, shall make specific written conclusion with regard to the truth of each reason given to the teacher in support of the recommended termination or non-renewal.
- The exclusive remedy for any no probationary teacher aggrieved by the decision made by the Board shall be an appeal there from the circuit court of the county in which the school district is located with seventy-five (75) days of the date of written notice of the action of the Board. Additional testimony and evidence may be introduced on appeal to show facts and circumstances showing that the termination or non-renewal was lawful or unlawful.

TEACHER SUSPENSION

A.C.A. § 6-17-1508 provides for suspension of a teacher and Code § 6-17-17-4 provides for suspension of a certified employee if the Superintendent believes that cause exists for the employees' termination and that immediate suspension is necessary.

In the event a school employee is recommended for suspension, termination or non-renewal, the Superintendent has two (2) days to provide written notice to the teacher of the grounds for suspension.

Written notice of suspension shall state that a hearing before the School Board is available if requested within thirty (30) days.

The School Board may determine after the hearing that sufficient grounds exist for termination or suspension. The employee's salary continues until the date the Board sustains the recommendation for suspension or termination.

TEACHER RESIGNATION

A.C.A. § 6-17-1506 (a) Every contract of employment made between a teacher and the Board of Directors of a school district shall be renewed in writing on the same terms and for the same salary, unless increased or decreased by law, for the next school year succeeding the date of termination fixed therein, which renewal may be made by an endorsement on the existing contract instrument unless:

- 1) By May 1, on the contract year, the teacher is notified by the school Superintendent that the Superintendent is recommending that the teacher's contract not be renewed;
- 2) During the period of the contract or within ten (10) calendar days after the end of the school year, the teacher shall send by certified or registered mail to the president, vice-president, or secretary of the Board of Directors of the school district, with a copy to the Superintendent, or may deliver in person to the president, vice-president, or secretary of the Board of Directors of the school district, with a copy to the Superintendent, his or her resignation as a teacher; or
- 3) The contract is superseded by another contract between the parties.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: April 14, 2003

Last Revised:

3.37—ASSIGNMENT OF TEACHER AIDES

The assignment of teacher aides 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.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: April 10, 2006

Last Revised:

3.38—CERTIFIED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

Teachers and other school employees who have witnessed, or are reliably informed that, a student has been a victim of bullying as defined in this policy, including a single action which if allowed to continue would constitute bullying, shall report the incident(s) to the principal. 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 or 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.

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 attribute 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 reasonably 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:

1. Sarcastic comments "compliments" about another student's personal appearance or actual or perceived attributes,
2. Pointed questions intended to embarrass or humiliate,
3. Mocking, taunting or belittling,
4. Non-verbal threats and/or intimidation such as "fronting" or "chesting" a person,
5. Demeaning humor relating to a student's race, gender, ethnicity or actual or perceived attributes,
6. Blackmail, extortion, demands for protection money or other involuntary donations or loans,
7. Blocking access to school property or facilities,
8. Deliberate physical contact or injury to person or property,
9. Stealing or hiding books or belongings, and/or
10. Threats of harm to student(s), possessions, or others.

Notes: A school employee who has reported violations under the school district's policy shall be immune from any tort liability which may arise from the failure to remedy the reported incident.

This policy is similar to Policy 8.26. If you change this policy, review 8.26 at the same time to ensure consistency between the two.

Legal Reference: A.C.A. § 6-18-514

Date Adopted: May 14, 2007
Last Revised: May 14, 2011

3.39— CERTIFIED PERSONNEL RECORDS AND REPORTS

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 certified employee.

Legal Reference: A.C.A. § 6-17-104

Date Adopted: May 14, 2007

Last Revised:

3.40-CERTIFIED PERSONNEL DUTY TO REPORT CHILD ABUSE, MALTREATMENT OR NEGLECT

It is the statutory duty of certified school district employees who are mandatory reporters and 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 belief. 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. § 12-12-504, 507, 517

Date Adopted: January 8, 2009

Last Revised: June 8, 2009

3.41—CERTIFIED PERSONNEL VIDEO SURVEILLANCE AND OTHER MONITORING

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.

Date Adopted: January 8, 2009

Last Revised: May 14, 2011

3.42—RELEASE of STUDENT’S FREE and REDUCED PRICE MEAL 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, and IA 99-011
 ADE Eligibility Manual for School Meals Revised July 2008
 7 CFR 210.1 – 210.31
 7 CFR 220.1 – 220.22
 42 USC 1758(b)(6)

Date Adopted: June 8, 2009

Last Revised:

3.43—DUTY OF LICENSED EMPLOYEES TO MAINTAIN LICENSE IN GOOD STANDING

Any employees possessing a teaching license, regardless of whether holding such a license is a condition of employment in the employee's current job assignment, must at all times maintain such a license in good standing with the State Board of Education. Any employee who is reprimanded, has his or her license put under any period of probation, or has his or her license revoked by the State Board of Education pursuant to Arkansas State Board of Education Rules Governing the Code of Ethics for Arkansas Educators will face disciplinary action, up to and including termination or non-renewal of his or her contract of employment.

Legal References: Rules Governing the Code of Ethics for Arkansas Educators;
 A.C.A. § 6-11-105
 A.C.A. § 6-17-401
 A.C.A. § 6-17-410
 A.C.A. § 6-17-422

Date Adopted: June 8, 2009

Last Revised:

3.44—CERTIFIED PERSONNEL WORKPLACE INJURIES and WORKERS' COMPENSATION

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 the payroll officer. 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.

Workers' Compensation absences may be designated as FMLA absences when the criteria are met under FMLA for a serious health condition.

An employee who is absent from work due to a workplace injury or receiving temporary disability benefits due to a Workers' Compensation claim will utilize any sick leave accumulation he or she may have at the rate of 1/3 of a sick leave day for day of absence to bring the total amount of combined income up to 100% of usual contracted pay, unless the employee gives the school district written notice to not use sick leave days in this manner. No employee may realize a net compensation gain from a combination of Workers' Compensation benefits and sick leave in excess of contracted pay. Sick leave days used for workplace injuries will not be restored to the employee.

Legal References: Ark. Workers Compensation Commission RULE 099.33 - MANAGED CARE
 A.C.A. § 11-9-508(d)(5)(A)
 A.C.A. § 11-9-514(a)(3)(A)(i)

Date Adopted: June 8, 2009
Last Revised:

3.45—CERTIFIED PERSONNEL SOCIAL NETWORKING AND ETHICS

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 networking websites 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.

Definitions:

Social networking websites are online groups of Internet users allowing communication between multiple individuals. The fundamental purpose of social networking websites is to socialize. Examples include, but are not limited to, Facebook, MySpace, and Twitter. Staff members are discouraged from creating personal social networking sites 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.

Professional/education social networks are education oriented websites designed to allow and encourage teachers and students to communicate and collaborate around school subjects and projects. District employees may set up blogs and other professional/education social networking 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 networks during school hours is permitted.

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.

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, 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 networking websites for personal use during school hours is prohibited. Staff are discouraged from accessing social networking websites on personal equipment during their breaks and/or preparation periods because, while this is not prohibited, it may give the public appearance that such access is occurring during instructional time. Staff shall not access social networking 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 administration. All school district employees who participate in social networking websites shall not post any school district data, documents, photographs, 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 :

- Creation of administratively approved and sanctioned "groups" on social networking websites that permit the broadcast of information without granting students access to staff member's personal information.

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

- Sharing personal landline or cell phone numbers with students;
- Text messaging students;
- Emailing students other than through and to school controlled and monitored accounts;
- Soliciting students as friends or contacts on social networking websites;
- Accepting the solicitation of students as friends or contacts on social networking websites;
- Sharing personal websites or other media access information with students through which the staff member would share personal information and occurrences.

Legal Reference: RULES GOVERNING THE CODE OF ETHICS FOR ARKANSAS EDUCATORS

Date Adopted: June 13, 2011

Last Revised:

3.46— CERTIFIED PERSONNEL VACATIONS

240 day contracted employees are credited with 10 days of vacation at the beginning of each fiscal year. This is based on the assumption that a full contract year will be worked. If an employee fails to finish the contract year due to resignation or termination, the employee's final check will be reduced at the rate of .833 days per month, or major portion of a month, for any days used but not earned.

Instructional Employees may not generally take vacations during instructional time. All vacation time must be approved by the principal or superintendent.

No employee shall be entitled to more than 15 days of vacation as of the first day of each fiscal year. The permissible carry forward includes the 10 days credited upon the start of the fiscal year. Employees having accrued vacation totaling more than 15 days as of the date this policy is implemented shall not be eligible to increase the number of days carried forward during their employment with the district. Earned but unused vacation will be paid upon retirement, termination, or nonrenewal at the employee's current daily rate of pay.

Date Adopted: June 13, 2011

Last Revised:

3.47—DEPOSITING COLLECTED FUNDS

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 at least twice weekly 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.

Date adopted: June 13, 2011

Last Revised:

Employee Sick Leave Bank Policy

Upon an employee's retirement from the Crossett School District, if that employee is not eligible to sell their sick days to the district, the employee has the option of leaving those sick leave days in a leave bank for employees that are out of leave bank days and undergoing catastrophic circumstances. The transfer of the sick leave bank days will be under the discretion of the superintendant.

TUITION FOR COLLEGE CREDITS

As long as funds are available, the Crossett School District will pay the cost of tuition for college credit for employees that meet the following criteria:

- a. Must be a current employee with a contract for the school term following the completion of the college credit.
- b. Eligible employees must first apply through the Arkansas Department of Higher Education's Teacher Opportunity Program (TOP) Reimbursement Grant or utilize other similar grant opportunities before applying for tuition reimbursement the district. If these grants are not awarded or the employee does not qualify, the district will reimburse the tuition according to the district's policy.
- c. College credit courses must count toward a teaching degree or other certification areas approved by the building principal and the Assistant Superintendent responsible for curriculum or the Superintendent.

The district will pay tuition for a total of 36 hours per employee. This does not include fees, other than tuition, for online courses or other fees unless the employee is taking courses to be certified in an area requested by the district. The tuition will be based on the University of Arkansas at Monticello's graduate tuition rate. If UAM does not offer the courses for certification the tuition rate will be that of the institution from which the course is taken. That institution's tuition rate will be paid until the employee has completed certification. Employees have three (3) years to complete their degree unless an extension has been approved by the Superintendent.

- d. Tuition paid on behalf of an employee by the Crossett School District will be forgiven in one-year increments, beginning with the next school year after the class is taken, for five years. Should an employee resign before the end of the five-year period, after the class is completed, a refund must be made for the "unforgiven years" for each class before the employee may receive his/her last payroll check.

EXAMPLE: Classes taken 7/1/2007-6/30/08 of the 2007/2008 school year will be forgiven one-fifth for each of the following: 2008-2009, 2009-2010, 2010-2011, 2011-2012, 2012-2013. If the employee resigns at the end of the 2010-2011 year, that person owes two-fifths of the tuition, as three of the five years would already have been forgiven.

- e. The employee must complete the attached contract and return to the District Treasurer of the district.

Adopted by the Crossett Board of Education: May 11, 2009

**CONTRACT WITH THE CROSSETT SCHOOL DISTRICT
FOR TUITION FOR COLLEGE CREDIT**

I _____ enter into this contract with the Crossett School District for payment of tuition in the amount of \$_____ for the following college courses:

Course Name & Number	# hours	Tuition Cost
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- A. I understand that the tuition will be sent directly to the college when I present the college bill to the district or reimbursed to me when I present the district a copy of the bill marked paid by the college.

- B. I understand that I must reimburse the district if I fail to pass or complete the course for credit.

- C. I understand that I must reimburse the district for tuition on a pro-rated share if I fail to continue working for the district in the area of college credit for five years.

- D. I will provide a transcript to the district when the courses are completed.

Signature	Date
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(No request will be processed without a notarized signature.)

STATE OF _____

COUNTY OF _____

Subscribed and sworn before me, a Notary Public in and for the county and state

Aforesaid, this the _____ **day of** _____, **20**_____.

Notary Public

Approval:

Principal	Date
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Superintendent	Date
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Adopted by the Crossett Board of Education: May 11, 2009