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CERTIFIED PERSONNEL

3.1—CERTIFIED PERSONNEL SALARY SCHEDULE

CROSS COUNTY SCHOOL DISTRICT 2006-2007 CERTIFIED SALARY SCHEDULE

| Step | BA | BA12 | BA24 | MA | MA12 | Years |
|------|----------|----------|----------|----------|----------|-------|
| 1 | \$28,611 | \$29,811 | \$31,011 | \$32,902 | \$34,102 | 0 |
| 2 | \$29,061 | \$30,261 | \$31,461 | \$33,402 | \$34,602 | 1 |
| 3 | \$29,511 | \$30,711 | \$31,911 | \$33,902 | \$35,102 | 2 |
| 4 | \$29,961 | \$31,161 | \$32,361 | \$34,402 | \$35,602 | 3 |
| 5 | \$30,411 | \$31,611 | \$32,811 | \$34,902 | \$36,102 | 4 |
| 6 | \$30,861 | \$32,061 | \$33,261 | \$35,402 | \$36,602 | 5 |
| 7 | \$31,311 | \$32,511 | \$33,711 | \$35,902 | \$37,102 | 6 |
| 8 | \$31,761 | \$32,961 | \$34,161 | \$36,402 | \$37,602 | 7 |
| 9 | \$32,211 | \$33,411 | \$34,611 | \$36,902 | \$38,102 | 8 |
| 10 | \$32,661 | \$33,861 | \$35,061 | \$37,402 | \$38,602 | 9 |
| 11 | \$33,111 | \$34,311 | \$35,511 | \$37,902 | \$39,102 | 10 |
| 12 | \$33,561 | \$34,761 | \$35,961 | \$38,402 | \$39,602 | 11 |
| 13 | \$34,011 | \$35,211 | \$36,411 | \$38,902 | \$40,102 | 12 |
| 14 | \$34,461 | \$35,661 | \$36,861 | \$39,402 | \$40,602 | 13 |
| 15 | \$34,911 | \$36,111 | \$37,311 | \$39,902 | \$41,102 | 14 |
| 16 | \$35,361 | \$36,561 | \$37,761 | \$40,402 | \$41,602 | 15 |
| 17 | \$35,811 | \$37,011 | \$38,211 | \$40,902 | \$42,102 | 16 |
| 18 | \$36,261 | \$37,461 | \$38,661 | \$41,402 | \$42,602 | 17 |
| 19 | \$36,711 | \$37,911 | \$39,111 | \$41,902 | \$43,102 | 18 |

A certified employee's salary is based on 190 days and will be determined by the years experience and graduate work as applicable. The salary schedule is only a minimum and the Board of Education may make adjustments by adding stipends, extending contracts and using indexes to fit the district's needs beyond the scope of this schedule.

EXTENDED DAYS

| | | |
|----------------------------|-----------------------------|-----------------------|
| 195 Days 1.0263 x schedule | <i>East Lab Facilitator</i> | <i>GT Coordinator</i> |
| 205 Days 1.0789 x schedule | <i>El. Counselor</i> | <i>HS Librarian</i> |
| | <i>Special Educ Pwork</i> | |
| 215 Days 1.1316 x schedule | | |
| 220 Days 1.1579 x schedule | | |
| 240 Days 1.2632 x schedule | | |

STIPENDS

| | |
|-------------------|---------|
| Head Sr Football | \$3,000 |
| Head Jr Football | \$2,000 |
| Head Basketball | \$3,000 |
| Head Baseball | \$600 |
| Head Softball | \$600 |
| Tennis | \$400 |
| Golf | \$400 |
| Athletic Director | \$1,200 |
| Sr Cheerleader | \$1,000 |
| Jr Cheerleader | \$1,000 |
| Yearbook | \$1,000 |
| Department Chairs | \$400 |

| | | | |
|--|---------------------------|--------------|-----------|
| HS Counselor (215 Days) 1.1414 x schedule | Student Council Sponsor | \$500 | |
| El. Librarian (205 Days) 1.0878 x schedule | ACSIP Chairs | \$800 | |
| Speech Therapist (195 Days) 1.0352 x schedule | 504 Coordinators | \$50/Student | Max \$500 |
| Vocation Agri (240 Days) 1.2750 x schedule | Drug Ed Coordinator | \$600 | Title IV |
| Football Coach (205 Days) 1.2572 x schedule | Band Director | \$1,200 | |
| Basketball Coach (205 Days) 1.2572 x schedule | Parental Involvement Fac. | \$200 | |
| Administrative Asst (240 Days) 1.4867 x schedule | | | |
| El. Principal (220 Days) 1.391 x schedule | | | |
| HS Principal (240 Days) 1.4286 x schedule | | | |
| Asst to the Supt (220 Days) 1.4250 x schedule | | | |
| Superintendent (240 Days) negotiable | | | |

Approved by School Board on May 8, 2006:

School Board President

School Board Secretary

Benefits:

6.20% for Social Security Matching

1.45% for Medicare Matching

14% for Teacher Retirement Matching

District Pays \$131.00 monthly on all employees' health insurance benefits

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

Date Adopted: 9-18-06

Last Revised: 9-18-06

3.1a – CERTIFIED PERSONNEL HORIZONTAL SALARY RANGE

For purposes of determining range (horizontal) position on the Salary Schedule, any hours earned by a certified employee after completing the Bachelor of Arts degree will count toward placement (BA + 12 and BA + 24). These hours may or may not be taken toward a degree and may be graduate or undergraduate hours.

For the step above the MSE (MA + 12) all hours must be graduate hours.

Date Adopted: 9-19-05

Last Revised: 9-19-05

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: 9-19-05

Last Revised: 9-19-05

3.2a CERTIFIED PERSONNEL EVALUATIONS – METHOD & OBSERVATION FORM

The Method of Evaluation is “Principles of Effective Teaching” (PET).

**CLASSROOM OBSERVATION FORM
ANNOUNCED / UNANNOUNCED / DROP-IN**

Date: _____ Teacher: _____

1. Did teacher teach to an objective and at correct level? Yes _____ No _____

2. Did teacher use sufficient instructional skills and involve the learner? _____

SET – Explanation-Question-Responding-Activities- CLOSURE

3. Was there monitoring of learners’ progress and an attempt to adjust the teaching Yes _____ No _____

4. Materials Used: _____

5. Activities Used: _____

6. Student Participation: _____

7. Were appropriate materials used for this class setting? _____

8. Did teacher summarize at end of lesson? _____

9. List teaching strengths shown by teacher: _____

10. List suggested areas for improvement: _____

*Most of the blank lines were omitted.

*Classroom Observation Forms will be combined to complete the Formative and/or Summative Evaluation Forms.

3.2b—TEACHER FAIR DISMISSAL ACT

6-17-1501. Title.

This subchapter shall be referred to and may be cited as “The Teacher Fair Dismissal Act of 1983”.

6-17-1502. Definitions.

(a) As used in this subchapter, unless the context otherwise requires:

(1) “Teacher” means any person, exclusive of the superintendent or assistant superintendent employed in an Arkansas public school district who is required to hold a teaching certificate from the Department of Education as a condition of employment.

(2) “Probationary teacher” means a teacher who has not completed three (3) successive years of employment in the school district in which the teacher is currently employed. A teacher employed in a school district in this state for three (3) years shall be deemed to have completed the probationary period; however, an employing school district may, by a majority vote of its directors, provide for one (1) additional year of probationary status.

(b) A teacher who has completed three (3) successive years of employment in the school district in which the teacher is employed on July 4, 1983, or a teacher who has been given credit for a prior service in another district as authorized by subdivision (a) (2) of this section, is deemed to have completed the required probationary period.

6-17-1503. Construction.

(a) The General Assembly finds:

(1) That the current standard, which requires cause that is not arbitrary, capricious, or discriminatory, for the non-renewal, termination, or suspension of a teacher should be raised to a standard of just and reasonable cause; and

(2) That the current standard for compliance with this subchapter and a district’s personnel policies of strict compliance should be lowered to substantial compliance.

(b) This subchapter is not a teacher tenure law in that it does not confer lifetime appointment of teachers.

(c) A non-renewal, termination, suspension, or other disciplinary action by a school district shall be void unless the school district strictly complies with all provisions of this subchapter and the school district’s applicable personnel policies.

6-17-1504. Evaluation - Effect.

(a) Each teacher employed by the board of directors of a school district must be evaluated in writing annually.

(b) Evaluation criteria and procedures shall be established in the manner prescribed in subchapter 2 of this chapter.

(c) Whenever a superintendent or other school administrator charged with the supervision of a teacher believes or has reason to believe that a teacher is having difficulties or problems meeting the expectations of the district or its administration and the administrator believes or has reason to believe the problems could lead to termination or non-renewal of contract, the administrator shall bring the problems and difficulties to the attention of the teacher

involved in writing and shall document the efforts which have been undertaken to assist the teacher to correct whatever appears to be the cause for potential termination or non-renewal.

6-17-1505. Teacher personnel file.

- (a) The district shall maintain a personnel file for each teacher which shall be available to the teacher for inspection and copying at the teacher's expense during normal office hours.
- (b) The teacher may submit for inclusion in the file written information in response to any of the material contained therein.

6-17-1506. Contract renewal - Notice of non-renewal - Rescission.

- (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 by May 1 of the contract year, the teacher is notified by the school superintendent that the superintendent is recommending that the teacher's contract not be renewed or, unless during the period of the contract or within ten (10) days after the end of the school year, the teacher shall deliver or mail by resignation as a teacher, or unless such contract is superseded by another contract between the parties.
- (b) Termination, non-renewal, or suspension shall be only upon the recommendation of the superintendent. A notice of non-renewal shall be mailed to the teacher at the teacher's residence address as reflected in the teacher's personnel file. The notice of recommended non-renewal of a teacher shall include a simple but complete statement of the reasons for such recommendation.
- (c) 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.

6-17-1507. Notice of termination recommendation.

- (a) A teacher may only be terminated during the term of any contract 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 other just and reasonable cause.
- (b) The superintendent shall notify the teacher of the termination recommendation.
- (c) The notice shall include a simple but complete statement of the grounds for the recommendation of termination and shall be sent by registered or certified mail to the teacher at the teacher's residence address as reflected in the teacher's personnel file.

6-17-1508. Suspension.

- (a) Whenever a superintendent has reason to believe that cause exists for the termination of a teacher and that immediate suspension of the teacher is necessary, the superintendent may suspend the teacher without notice or a hearing.
- (b) The superintendent shall notify the teacher in writing within two (2) school days of the suspension.

- (c) The written notice shall include a simple but complete statement of the grounds for suspension or recommended termination and shall state that a hearing before the board of directors is available to the teacher upon request, provided the request is made in writing within the time provided in **6-17-1509**.
- (d) The hearing shall be scheduled by the president of the board and the teacher and shall be held within the time provided in **6-17-1509** after a request for the hearing unless the teacher and the board agree to a later time.
- (e) If sufficient grounds for termination or suspension are found, the board may terminate the teacher or continue the suspension for a definite period of time.
- (f) The salary of a suspended teacher shall cease as of the date the board sustains the suspension.
- (g) If sufficient grounds for termination or suspension are not found, the teacher shall be reinstated without loss of compensation.

6-17-1509. Hearing.

- (a) A teacher who receives a notice of recommended termination or non-renewal may file a written request with the board of directors of the district for a hearing.
- (b) Written request for a hearing shall be sent by certified or registered mail to the president of the board, with a copy to the superintendent, or may be delivered in person to each of them by the teacher, within thirty (30) days after the written notice of proposed termination or non-renewal is received by the teacher.
- (c) 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, then the hearing shall be held no fewer than five (5) calendar days nor more than twenty (20) calendar days after the written request has been received by the board;
 - (2) (a) The hearing shall be private unless the teacher or the board shall request that the hearing be public.
 - (b) If the hearing is public, the parent or guardian of any student under the age of eighteen (18) years 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 the teacher, upon request, without 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 and preserve at its own expense a record of the hearing and shall furnish a transcript to the teacher without cost; and
 - (5) The board shall not consider at the hearing any new reasons which were not specified in the notices pursuant to this subchapter.

6-17-1510. Board action on termination or non-renewal - Appeal.

- (a) 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 by the superintendent with respect to the termination or non renewal of such contract. The board's decision with regards to non renewal of a probationary teacher shall be final.
- (b) Any certified teacher who has been employed continuously by the school district three (3) or more years who may have achieved non-probationary status pursuant to **6-17-1502** may only be terminated or the board may refuse to renew the contract of the teacher 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 other just and reasonable cause. Upon completion of such hearing, the board, within ten (10) days after the holding of the hearing, shall:
- (1) Uphold the recommendation of the superintendent to terminate or not renew the teacher contract;
 - (2) Reject or modify the superintendent's recommendation to terminate or not renew the contract of the teacher; or
 - (3) Vote to continue the contract of such teacher under 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 addressing it to the teacher's last known address by registered or certified mail.
- (c) Subsequent to any hearing granted a teacher by this subchapter, the board, by majority vote, shall make specific written conclusions with regard to the truth of each reason given the teacher in support of the recommended termination non-renewal.
- (d) The exclusive remedy for any non probationary teacher aggrieved by the decision made by the board shall be an appeal to the circuit court of the county in which the school district is located, within 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.

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: 9-19-05

Last Revised: 9-19-05

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

All points awarded must be verified by documents on file with the District by April 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.

If a teacher is non-renewed under this policy, he or she shall be offered an opportunity to fill a vacancy for which he or she is qualified for a period of up to two (2) years. 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 Cross County School District will be subject to dismissal or retention at the discretion of the school board, on the recommendation of the superintendent, solely on the basis of need for such employees on the part of the Cross County School District, if any, at the time of the annexation or consolidation, or within ninety (90) days after the effective date of the annexation or consolidation. The need for any employee of the annexed or consolidated school district shall be determined solely by the superintendent and school board of the Cross County School District.

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

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

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

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

Legal Reference: A.C.A. § 6-17-2407

Date Adopted: 9-18-06

Last Revised: 9-18-06

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: 9-19-05

Last Revised: 9-19-05

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. Each certified employee shall receive a minimum of sixty (60) hours of professional development annually to be fulfilled between July 1 and June 30 or June 1 and May 31.¹ Professional development hours earned in excess of sixty (60) in the designated year cannot be carried over to the next year. 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 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.² Hours earned that count toward the required sixty (60) also count toward the required number of contract days for that employee.

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 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.

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.³

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) 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 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.

Professional development activities shall relate to the following areas: content (K-12); instructional strategies; assessment; advocacy/leadership; systemic change process; standards, frameworks, and curriculum alignment;

supervision; mentoring/coaching; educational technology; principles of learning/developmental stages; cognitive research; and building a collaborative learning community.

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. § 6-15-404(f)(2)
A.C.A. § 6-17-703
A.C.A. § 6-17-704
A.C.A. § 6-17-705
A.C.A. § 6-15-1004(c)
A.C.A. § 6-15-1703
A.C.A. § 6-20-2303(14)

Date Adopted: 9-18-06

Last Revised: 9-18-06

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.²

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: 9-19-05
Last Revised: 9-19-05

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 employee’s immediate family, or due to a death in the family. The principal shall determine whether sick leave will be approved on the basis of a death outside the immediate family of the employee.
3. “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. “Immediate family” means an employee’s spouse, child, parent, or any other relative provided the other relative lives in the same household as the teacher.

Sick Leave

The principal has the discretion to approve sick leave for an employee to attend the funeral of a person who is not related to the employee, under circumstances deemed appropriate by the principal. Such approved sick leave shall not exceed one-half day.

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.

Should a teacher be absent frequently during a school year, and if such a pattern of absences continues, or is reasonably expected to continue, the Superintendent may relieve the teacher of his assignment (with Board approval) and assign the teacher substitute duty at the teacher’s daily rate of pay. Should the teacher fail, or otherwise be unable, to report for substitute duty when called, the teacher will be charged a day of sick leave, if available.

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.

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

Date Adopted: 9-18-06

Last Revised: 9-18-06

3.8a—CERTIFIED PERSONNEL SICK LEAVE

1. Teachers coming to the district from other Arkansas districts will be granted credit unused sick leave accumulated in Arkansas districts up to a maximum of ninety (90) days. The following conditions must be met to use sick leave:

- A. The building principal must be notified at the earliest possible time.
- B. Lesson plans must be available to cover the length of the absence or five (5) school days, whichever is less.

| | |
|-----------------------|---------------------------|
| 2. Length of contract | Number of Sick Leave Days |
| 190 days | 10 days |
| 200 days | 10 days |
| 210 days | 11 days |
| 220 days | 11 days |
| 240 days | 12 days |

3. Sick leave may be used for:

- A. Personal illness or medical care.
- B. Death, illness, or medical care of a member of the immediate family. Immediate family shall be considered to include father, mother, son, daughter, brother, sister, husband, wife, grandparents, grandchildren, sister-in-law, brother-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, and other persons living in the same household.

4. Certified and administrative staff will accumulate one (1) day of sick leave for each month of contract to be accumulated up to, but not to exceed ninety (90) days. No employee may end a contract year with more than ninety (90) days or begin a contract year with more than one hundred two (102) days.

5. Teachers who resign from the Cross County School District forfeit all accumulated sick leave benefits if they do not return to the district within three years from the time of their resignation.

6. All certified staff and administrative staff will have a minimum of ten (10) days sick leave each year and may accumulate a total of ninety (90) days. Two (2) days of this ten may be used for personal leave. Personal leave must be stated as such and requested two (2) days in advance. No personal leave may be taken the day before or the day after a pupil holiday, unless an emergency exists. A full day’s pay will be deducted for leave taken for purposes other than sick leave. Exception: the two days personal leave as stated earlier.

7. The Cross County School District recognizes that work attendance by teachers is important to the continuity of instruction. As an Attendance Incentive Award Program, the district has adopted the following program:

- A. \$150.00 per teacher will be allocated as an incentive award for teachers who use no sick leave during the school year.
- B. \$25.00 will be subtracted from the individual \$150.00 allocation for each day of sick leave used by the individual teacher.
- C. Any amounts remaining in the individual allocation will be distributed to teachers on or before June 30, of the current fiscal year.

8. When claiming sick leave the teacher must complete a sick leave form upon his/her return to school and file it with the principal.

9. A teacher’s salary shall continue during authorized sick leave under this policy.

10. When a teacher has been absent for fifteen (15) days or it is known from the beginning of the absence that the teacher will not return for an extended period of time, a certified teacher serving as a substitute shall be paid a daily substitute rate equivalent to the daily rate of pay for a beginning teacher with a bachelors degree; a substitute that has earned a four-year degree shall be paid up to \$100.00 daily substitute rate; or an experienced, highly qualified substitute with no teaching certificate or 4-year degree shall be paid \$75.00 daily substitute rate. The Superintendent shall consider the certification, degree, experience, and length of the substitution to determine the daily substitute rate on an individual basis.

Date Adopted: 6-18-07

3.9—CERTIFIED PERSONNEL SICK LEAVE BANK

Purpose

The Cross County School District administers a Sick Leave Bank for all full-time certified personnel who wish to participate. Participation is on a voluntary basis. The purpose of the Sick Leave Bank is to grant to its participants an extended sick leave period above and beyond the existing sick leave policy.

Membership

1. Any full-time certified employee of the Cross County School District may join/become a participant for one year by contributing two of his/her regular sick leave days to the Sick Leave Bank established for full-time certified employees. The contribution may not be withdrawn.
2. A four-week membership drive will be conducted by the Personnel Policy Committee at the beginning of each school year.
3. A person joining the faculty after September 15 must wait until the next school year to be eligible to join the Sick Leave Bank.
4. Sick Leave Bank will be considered in effect when 50% of the eligible membership has joined.

Review Board

1. The eligibility to withdraw from the Sick Leave Bank will, in all cases, be determined by the Review Board. The decision of the Review Board will be final.
2. The Review Board will consist of five (5) members: The Superintendent or his/her designee, and an elected representative from each building that is a participant in the Sick Leave Bank.
3. The Review Board will act as the administrative body of the program with the chairperson elected by the Review Board Members.

Program Limits

1. The total number of days that may be withdrawn in a school year by an individual shall not exceed forty (40) days, or twenty (20) days/each day of the customary yearly contribution.
2. In order to operate after the first year, a minimum of 60 days must be in the Bank after the beginning of each year's contribution.
3. If, at the end of any school year, the number of days in the Bank exceeds 100 days, the current members will receive automatic membership at the beginning of the next school year. New members must contribute to the Bank.
4. All days in the bank at the end of the year will carry over to the next school year.

5. In the event that the number of days in the Bank is depleted in any given school year, the members participating may contribute an additional sick day. The Review Board will determine a fair and equitable disbursement of those days.
6. If a participant has no earned sick days to contribute to replenish the Sick Bank, membership ceases until the earned day can be contributed.
7. As a general guideline for the Review Board, days may be withdrawn only for absence due to catastrophic illness or injury to a participant or a participant's spouse, children, parent, or any other relative in the same household. Catastrophic illness or injury for the purpose of this policy is defined as an injury or illness which will be disabling and is not related to normal pregnancy, cosmetic surgery, or correctional surgery which in the opinion of the medical experts can be performed during the summer months.
8. It is the intent of this program to provide additional leave only after all sick days are exhausted.
9. For extended absences due to job related accidents, sick bank days may be granted only after consideration is given to any compensation received by the participant from any other governmental agencies.
10. Beyond the total accumulations of days in the Bank and additional assessment of an extra day from all members, this program offers no further guarantee of coverage.

Procedure

1. Withdrawal of days from the Sick Leave Bank will be permitted only after the participant or his/her spokesperson has submitted a written request accompanied by a physician's statement of the probable length of disability and only after all accumulated regular sick leave days and personal leave days have been used.
2. Complete Request Form **3.9a** and hand that form to a Building Principal.
3. The Review Board shall grant up to a maximum of twenty (20) days to a participant at one time. Any additional days will be reviewed and granted by the Review Board following the same procedure.

By-Laws

The procedure for changing the by-laws will be as follows:

1. The Sick Leave Bank membership by a 2/3 majority vote may submit recommendations to the Personnel Policies Committee (PPC) for review.
2. The PPC will submit recommendations for changes to the Sick Leave Bank to the District School Board.
3. The Board will either approve recommendations, reject, or amend and return recommendations to the PPC for further review.

Legal Reference: A.C.A. § 6-17-1208
Date Adopted: 6-18-07
Last Revised: 6-18-07

Legal Reference: A.C.A. § 6-17-1208

Date Adopted: 9-19-05

Last Revised: 9-19-05

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 prior permission from their building level supervisor.

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

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

Date Adopted: 9-18-06

Last Revised: 9-18-06

3.11—CERTIFIED PERSONNEL PERSONAL LEAVE

Full-time employees have two (2) 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.

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.

Personal Leave is a portion of “Sick Leave” days.

Personal leave can accumulate to a total of five days.

Personal leave may not be taken the day before or the day after a holiday.

Date Adopted: 9-19-05

Last Revised: 9-19-05

3.12—CERTIFIED PERSONNEL PROFESSIONAL LEAVE

“Professional Leave” is paid leave granted for the purpose of enabling an employee to participate in professional activities (e.g., teacher workshops or serving on professional committees) which improve the instructional program or the employee’s ability to perform his duties. 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.

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.

During such approved leave, the employee’s pay shall not be deducted. If a substitute is needed during such approved leave, the District shall pay the full cost of the substitute.

Budgeting concerns may always be taken into consideration in reviewing a request for professional leave.

Date Adopted: 9-19-05

Last Revised: 9-19-05

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 nonrenewal or termination of his employment contract.

Legal Reference: A.C.A. § 6-17-115

Date Adopted: 9-19-05

Last Revised: 9-19-05

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) summons to jury duty to his supervisor in order to confirm the reason for the requested absence.

Employees shall receive their regular pay from the district while serving jury duty, and shall reimburse the district from the stipend they receive for jury duty, up to, but not to exceed, the cost of the substitute hired to replace the employee in his/her absence.

Legal Reference: A.C.A. § 16-31-106

Date Adopted: 9-19-05

Last Revised: 9-19-05

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, 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.

Legal Reference: A.C.A. § 6-17-1209

Date Adopted: 9-19-05

Last Revised: 9-19-05

3.16—CERTIFIED PERSONNEL REIMBURSEMENT FOR PURCHASE OF SUPPLIES

Prekindergarten 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 Building Principal and Superintendent a purchase order 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 materials and supplies using their own funds and apply for reimbursement by submitting itemized receipts. Receipts totaling less than \$50.00 will be held until total receipts are equal to or greater than \$50.00. Supplies and materials purchased with school funds, or for which the teacher is reimbursed with school funds, are school property, and should remain on school property.

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: 9-19-05

Last Revised: 9-19-05

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: 9-19-05

Last Revised: 9-19-05

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: 9-19-05

Last Revised: 9-19-05

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 Cross County 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: 9-19-05

Last Revised: 9-19-05

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, Program Supervisor, or the appropriate designee of the Superintendent.

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. Trip form and receipts must be turned in to the Central Office *within five (5) working days* or employee will be responsible for expenses. Credit Card *must* be turned in immediately upon return to duty with receipts.

Travel Meal Per Diem

Personnel will be given a per diem for each day's meals during travel to be paid upon return. The per diem rate for meals will be \$40 for in-state travel and \$45 for out-of-state travel. Personnel departing in the morning are expected to have breakfast at home and will receive \$33 for that day. If only one meal is necessary for the day, the rate shall be \$7 for breakfast, \$12 for lunch, and \$21 for dinner. If meals are covered in the cost of registration or the training is offered by Crowley's Ridge Educational Cooperative, personnel are not due a per diem. Meal receipts are not needed when drawing a per diem.

Cross Reference: Policy 7.12—EXPENSE REIMBURSEMENT

Date Adopted: 6-18-07

Last Revised: 6-18-07

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: 9-19-05

Last Revised: 9-19-05

3.22—DRESS OF CERTIFIED EMPLOYEES

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

Date Adopted: 9-19-05

Last Revised: 9-19-05

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 Frameworks and/or the curricular goals and objectives of the class.

Date Adopted: 9-18-06

Last Revised: 9-18-06

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: 9-19-05

Last Revised: 9-19-05

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.¹ 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)

1. More than one individual has interest in the matter; and
2. The group has a well-defined common interest in the facts and/or circumstances of the grievance; and
3. The group has designated an employee spokesperson to meet with administration and/or the board; and
4. 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 superintendent². If the grievance is not appealed to the Board of Directors within five working days of his/her receipt of the superintendent's response, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

The school board will address the grievance at the next regular meeting of the school board, unless the employee agrees in writing to an alternate date for the hearing. After reviewing the Level Two Grievance Form and the superintendent's reply, the board will decide if the grievance, on its face, is grievable under district policy. If the grievance is presented as a "group grievance," the Board shall first determine if the composition of the group meets the definition of a "group grievance." If the Board determines that it is a group grievance, the Board shall then determine whether the matter raised is grievable. If the Board rules the composition of the group does not meet the definition of a group grievance, or the grievance, whether group or individual, is not grievable, the matter shall be considered closed. (Individuals within the disallowed group may choose to subsequently refile their grievance as an individual grievance beginning with Level One of the process.) If the Board rules the grievance to be grievable, they shall immediately commence a hearing on the grievance. All parties have the right to representation by a person of their own choosing who is not a member of the employee's immediate family at the appeal hearing before the Board of Directors. The employee shall have no less than 90 minutes to present his/her grievance 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: 9-18-06

Last Revised: 9-18-06

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: 9-19-05

Last Revised: 9-19-05

3.26—CERTIFIED PERSONNEL SEXUAL HARASSMENT

The Cross County 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; 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.
ACA § 6-15-1005 (b) (1)

Date Adopted: 9-19-05

Last Revised: 9-19-05

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: 9-19-05

Last Revised: 9-19-05

3.28—CERTIFIED PERSONNEL COMPUTER USE POLICY

The Cross County 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.

Passwords or security procedures are to be utilized as assigned, and confidentiality of student records relating to personnel is to be maintained at all times. Employees must not disable or bypass security procedures, 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)
 A.C.A. § 6-21-107
 A.C.A. § 6-21-111

Date Adopted: 9-19-05

Last Revised: 9-19-05

3.28F—CERTIFIED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT

Name (Please Print) _____

School _____ Date _____

The Cross County 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 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: 9-19-05
 Last Revised: 9-19-05

3.29—CERTIFIED PERSONNEL SCHOOL CALENDAR

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

The Cross County School District shall operate by the following calendar.

| 2006-07 Schedule | Work/Non-instructional/Holiday | Date |
|--|--|--------------------|
| Teacher Staff Development | 5 Professional Dev-Non Instructional | June 1–Aug 12 |
| Teacher Staff Development | 5 Professional Dev-Non Instructional | Aug 10,11,14,15,16 |
| First Day of Classes | Work | Aug 21 |
| Labor Day | Holiday | Sep 04 |
| Parent/Teacher Conference (4:30-7:30) | 1 Non-instruct. Day--HS--Early Dismissal | Sept 26 |
| Parent/Teacher Conference (4:30-7:30) | 1 Non-instruct. Day--EL--Early Dismissal | Sept 28 |
| End of First Quarter (44 Days) | Work | Oct 20 |
| Thanksgiving Break | Holiday | Nov 22,23,24 |
| End of Second Quarter (42 Days) | Work | Dec 22 |
| Christmas Break | Holiday | Dec 25-Jan 5 |
| Return from Winter Break | Work | Jan 08 |
| Martin Luther King, Jr. | Holiday | Jan 15 |
| Parent/Teacher Conference (4:30-7:30) | 1 Non-instruct. Day--EL--Early Dismissal | Feb 13 |
| Parent/Teacher Conference (4:30-7:30) | 1 Non-instruct. Day--HS--Early Dismissal | Feb 15 |
| Presidents Day | Holiday | Feb 19 |
| End of Third Quarter (50 Days) | Work | Mar 16 |
| Spring Break | Holiday | Mar 26-30 |
| Good Friday | Holiday | April 6 |
| Monday Break | Holiday | April 9 |
| Memorial Day | Holiday | May 28 |
| End of Fourth Quarter (44 Days) | Work | May 31 |
| 190 Contract Days = 178 Stu/Tea Int. + 10 Non-instructional (Professional Development) + 2 P/T Conf.Days | | |
| Five days = Spring Break | Three days = Built-in for Bad Weather | |

Legal Reference: A.C.A. § 6-17-201

Date Adopted: 9-18-06

Last Revised: 9-18-06

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: 9-19-05
Last Revised: 9-19-05

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. For assistance, please talk to the school counselors or call Counseling Services of Eastern Arkansas at 238-1135.

Should any employee be found to have been publicly under the influence of, or in illegal possession of, any illegal drug, controlled substance or alcohol, whether or not engaged in any school or school-related activity, the employee may be subject to discipline, up to and including termination.

Possession, use or distribution of drug paraphernalia by any employee, whether or not engaged in school or school-related activities, may subject the employee to discipline, up to and including termination. Possession in one's vehicle or in an area subject to the employee's control will be considered to be possession as though the substance were on the employee's person.

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 alcohol, or of drug paraphernalia, shall be recommended for termination.

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

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

This policy addresses the requirement for Safe and Drug Free Schools which is required for your district to be eligible to receive **any** federal grants. It is required that all employees receive a copy of the policy and be advised of the contents and requirements of the policy. In addition to publishing a policy statement, the statutes require employers to establish a drug-free awareness program to educate employees about the dangers of drug abuse as well as about the specifics of their policy. The statute does not specify a particular format for the awareness program, although it does state that the education effort must be ongoing and not just a one-time event. For assistance in constructing a drug awareness program the Department of Labor has the following web site:
<http://www.dol.gov/asp/programs/drugs/workingpartners/materials/materials.asp>.

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

Date Adopted: 9-18-06

Last Revised: 9-18-06

3.31F—DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT

CERTIFICATION

I, hereby certify that I have been presented with a copy of the Cross County District’s drug-free workplace policy, that I have read the statement, and that I will abide by its terms as a condition of my employment with the District.

Signature _____

Date _____

3.32—CERTIFIED PERSONNEL FAMILY MEDICAL LEAVE

Eligibility

The Cross County School District will grant up to twelve (12) weeks of leave in accordance with the Family Medical Leave Act of 1993 (FMLA) to its employees who have 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. The twelve (12) month period of eligibility shall begin on the first duty day of the school year. Leave will be granted 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. In order to care for the spouse, or a 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.

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.

If both the husband and wife are employed by the district and entitled to leave as defined above, the District may, as determined by the needs of the District, limit their leave to a combined total of twelve (12) weeks when taken for reasons 1 or 2 listed above or to care for a parent with a serious health condition.

Notice by Employees

Foreseeable: When the need for leave is foreseeable, the employee must provide the District with at least thirty (30) days advance notice before the leave is to begin. If thirty (30) days is not practicable, such as because of a lack of knowledge of approximately when the leave will be required to begin, notice must be given as soon as practicable. As soon as practicable means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case.

When the need for leave is for reasons 3 or 4 listed above, the employee should provide a medical certification from a 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.

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

The required medical certification from a licensed, practicing health care provider of the need for FMLA leave for reasons 3 or 4 listed above 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. 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.

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.

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.

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 their 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 employees 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 employees contract due to the inability of the employee to fulfill the responsibilities and requirements of their contract.

Intermittent Leave

The District will honor employee requests for intermittent leave as prescribed by the FMLA and that are in the best interests of the District.

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 shall govern.

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

Date Adopted: 9-19-05
Last Revised: 9-19-05

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: 9-19-05

Last Revised: 9-19-05

3.34—CERTIFIED PERSONNEL CELL PHONE USE

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

Date Adopted: 9-18-06

Last Revised: 9-18-06

3.35—CERTIFIED PERSONNEL BENEFITS

The Cross County School District provides its certified personnel benefits consisting of the following.¹

1. The priceless reward of helping shape the life and future of our children;
2. Health insurance assistance;
3. Contribution to the teacher retirement system;
4. One sick leave day per calendar month worked; two designated as two (2) Personal Days

Legal Reference: A.C.A. § 6-17-201

Date Adopted: 9-19-05

Last Revised: 9-19-05

3.36—CERTIFIED PERSONNEL DISMISSAL AND NON-RENEWAL

For procedures relating to the termination and non-renewal of teachers, please refer to the Arkansas Teacher Fair Dismissal Act A.C.A. §§ 6-17-1501 through 1510. . The Act specifically is not made a part of this policy by this reference.

A copy of the Act is available for review in the office of the principal of each school building.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: 9-19-05

Last Revised: 9-19-05

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: 9-19-05

Last Revised: 9-19-05

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.

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 it occurs on school grounds; off school grounds 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.

Definition:

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

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

1. Sarcastic "compliments" about another student's personal appearance,
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 personal characteristics,
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.

Legal Reference: A.C.A. § 6-18-514

Date Adopted: 9-18-06
Last Revised: 9-18-06