

South Mississippi County School District No. 57
LEA: 4706
Licensed Personnel Handbook
2012-2013

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South Mississippi County School District No. 57 22 North Jefferson Wilson, AR 72395 870-655-8633 2012-2013 www.smccolts.com	
Professional Development (4 Days)	August 13, 14, 15, 16
First Day of Classes	August 20
Labor Day Holiday	September 3
Professional Development 3:30-5:30	September 5
End 1st Quarter (44 Days)	October 19
Parent Teacher Conferences 2:00-8:00	October 23
Professional Development 8:00-3:00	October 26
Professional Development 3:30-5:30	November 12
Thanksgiving Holidays	November 21, 22, 23
Professional Development 3:30-5:30	December 5
End 2nd Quarter (41 Days)	December 21
Christmas Holiday	December 24-Jan 4 th
First Day of Classes 2 nd Semester	January 7
Martin Luther King Jr. Holiday	January 21
Professional Development 3:30-5:30	January 23
Presidents Day Holiday	February 18
Professional Development 3:30-5:30	February 20
End of 3rd Quarter (48 Days)	March 15
Spring Break	March 18-22
Professional Development 3:30-5:30	March 26
Parent Teacher Conference 2:00-8:00	March 28
Good Friday Holiday	March 29
Memorial Day Holiday	May 27
End of 4th Quarter (45 Days)	May 28
Professional Development 8:00-3:00/Snow	May 29

Two P.D. days will be on your own with principal approval, must include 6 hours of technology and must be completed prior to August 13th.

Make up days for inclement weather: May 29, 30, 31, June 3, 4

Additional snow days will be added to the end of the calendar if need

Section 1 TITLE

The title of this measure shall be “South Mississippi County School District No. 57 Teacher and Administrative Personnel Policies”.

Section 2 DEFINITIONS

Whenever the words or phrases defined in this section are used in this measure, they shall have the meaning and application given in these definitions, unless the context and obvious intent definitely indicate otherwise.

1. The word “Board” means the duly elected, qualified and acting Board of Directors of the school district.
2. The word “superintendent” refers to the superintendent of this school district, or to any other officer performing the functions of the superintendent.
3. The personal pronouns he and she and their various forms shall be interpreted as being in the generic sense and as referring to any teacher or other person regardless of sex.
4. “Transfer” - removal from one position to another position under jurisdiction of the Board.
5. “Inefficiency” - being below the standards of performance maintained by others currently employed by the Board for similar work: habitually tardy or late, inaccurate in keeping and reporting data and records, and wanting in effective performance of duties.
6. “Incompetency” - being incapable, lacking adequate power, capacity, or abilities of the position. This may apply to physical, mental, educational, or emotional, or other personal conditions. It may include lack of training or experience. Evident unfitness for service; physical, mental, or emotional condition unfitting for a teacher to instruct or associate with children, or inability to command respect from subordinates or secure cooperation of those with whom he/she must work.
7. “Neglect of Duty” - gross or repeated failure to perform duties and responsibilities or those which reasonably can be expected of one in such capacity- continued unexcused or unnecessary absence from duty.
8. “Conduct unbecoming to a member of the teaching profession” - may consist of, but not be limited to, one or more of these:
 - (1). Immorality
 - (2). Conviction of a felony or crime involving moral turpitude
 - (3). Dishonesty, unreliability, continued willful failure or refusal to pay one’s just and honest debts.
 - (4). Disregard of the Code of Ethics of the Arkansas Education Association in such a manner as to make one obnoxious as a member of the profession.
 - (5). Improper use of narcotics or intoxicants.
- (9). “Insubordination” - may consist of:

- (1). Refusal or continued failure to obey the school laws of Arkansas, or to comply with the rules and regulations of the Board, or to carry out specific assignments made by the Board, the superintendent, or the principal, each acting within its own jurisdiction, when such rules, regulations and assignments are reasonable and not discriminatory.
 - (2). Failure to participate in an in-service training program as set up by the Board and approved by the State Board of Education.
 - (3). Treason: any effort to sabotage or overthrow the government of the United States.
 - (4). Refusal by him/her to disclose to the Board whether or not he/she is, or has been, a member of any organization which advocates the overthrow of the government.
- (10). "Abolition of position" - a regular bona fide elimination of a position for sufficient, just, and nondiscriminatory reasons.

Section 3

EMPLOYMENT

(a). Procedures

- (1). The Board of Education shall be responsible for selecting and employing a Superintendent of Schools who meets all the qualifications established by law, the State Department of Education, and the North Central Association of colleges and Secondary Schools.
- (2). The superintendent's contract shall be considered during the month of January. The Board of Education will then renew the contract for three years in accordance with the state law, or they will advise the superintendent that tenure is in question and take no action to extend the contract. The contract salary will be negotiated each year.
- (3). The Superintendent of Schools shall be responsible to the Board of Education in seeing that all candidates meet the qualifications established by law, the Board of Education and involved accrediting agencies
- (4). All employees of the South Mississippi County School District, except the Superintendent of Schools, shall be recommended by the superintendent and approved by the Board of Education, if not the superintendent shall recommend another candidate.
- (5). Assistant superintendent, principals, and supervisors shall be employed at the February meeting of the Board of Education.
- (6). All special service personnel, assistant principal(s) and classroom teachers shall be employed at the April meeting of the Board of Education.
- (7). The principal's office in each school shall maintain a list of qualified substitute teachers who may be called upon to replace regular teachers who are absent. Such list is to be filed with the Superintendent of Schools and Assistant Superintendent . The principal at each school will be responsible for hiring all substitutes at his school.

(8). When a vacancy occurs in the district in an existing position or when a new position is created, the superintendent's office shall communicate such information to the district's staff.

(b). Residence

All employees of the South Mississippi County School District must reside near enough to their place of employment so that their place of residence shall not interfere with their job performance during or outside school hours.

(c). Nepotism

- (1). Two or more close relatives may not work in the same administrative unit except by special permission of the superintendent. Employees who presently work in such a situation may continue to do so.
- (2). A person may not supervise the work of a close relative except by the special permission of the superintendent.

(d). Conditions

- (1). All employees' salaries will correspond to an adopted salary schedule according to preparation, experience, and position. (See Appendix B Salary Schedule)
- (2). Creditable experience is determined by giving credit for years in an "A" class or "North Central" rated school. No credit will be allowed for teaching with less than fully Licensed qualifications.

(e). Tutoring

Tutoring for pay shall be done only with the knowledge of the regular teachers and the approval of the tutor's principal.

(f). Outside Employment

Teachers may be approved by the superintendent to operate a bus within the school district. Other employment during school hours is prohibited.

(g). Assignment

All teachers, principals, and other staff members are subject to transfer at the direction of the Superintendent of Schools as stated in District Transfer and Reduction in Force policies.

(h). Transfer policy

- (1). In the event that it becomes necessary to eliminate a teaching position from a certain position from a certain grade or content area, the following standard will be followed:
- (2). Of the teachers currently teaching in that grade or content area, the teacher with the least seniority at that level or content area will be asked to transfer to another campus or grade level if he/she is Licensed accordingly and if there is a position available.
- (3). In the event that two or more persons on the same grade level or in the same content area have the same number of years of experience and are designated as having the least seniority in that group, the person who will be asked to transfer will be determined by lottery.

- (4). District wide seniority is a consideration in this policy.
- (5). If there is no position available for transfer, the individual will be treated according to the Reduction in Professional Staff Work Force (RIF) Policy.

(i). Reduction in Professional Staff Work Force (RIF)

- (1). In the event that reductions in the professional staff becomes necessary due to decreased student enrollment, shortage of revenues, or circumstances outside the control of the school district, the Board of Education shall endeavor to accomplish the necessary reductions in an impartial and objective manner. However, the continuation of the quality of the district's educational program shall receive highest priority in these considerations.
- (2). Normal Attrition. This phrase is defined for the purpose of this policy as severance from employment by the district due to the retirement or resignation, but not including discharge for cause of an employee.
- (3). Layoff. This word shall be defined as any necessary reduction in work force occurring beyond normal attrition.
- (4). Seniority. As used in this policy, this word is defined as the length of continuous, full or part-time teaching service within the district, not including periods of leave of absence as granted by the board.
- (5). All Licensed personnel of the South Mississippi County School District shall be covered by the provisions of this policy.
- (6). Prior to the implementation of a reduction in force, an evaluation of all instructional and support services shall be conducted in order to minimize the potential impact upon the quality of the district's basic educational program(s).
- (7). If possible a reduction in force shall be accomplished through normal attrition. Having exhausted these possibilities layoff of personnel shall occur based upon seniority in the district.
- (8). In the event of more than one person having equal years of experience in the district, seniority shall be determined by using the following sequence:
 - (aa). Computation of total years of teaching experience.
 - (bb). If equal, seniority shall be based on the highest degree attained or the most graduate hours accumulated in the teaching field.
 - (cc). If the first two are equal, then seniority shall be determined by lot.
- (9). A seniority list shall be made available to all Licensed personnel of each school. This list shall be revised and distributed as necessary.
- (10). Seniority is lost when employment is severed by resignation, retirement, or discharge for cause; however, seniority is retained if severance is due to layoff and personnel so affected shall retain all seniority rights accumulated as of the effected date of layoff.
- (11). The superintendent shall give notice of the pending layoff as soon as possible.
- (12). The Board shall not layoff personnel during the term of any valid contract.
- (13). Personnel who have been laid off, and who are qualified to fill an existing vacancy, shall be recalled in order of seniority. No new personnel shall be employed by the school district unless no laid off personnel are qualified to fill the position, or those qualified have refused the position in question.

- (14). Notice of recall shall be sent to the last address furnished to the school district. Notification of a change in address is the responsibility of the employee. Failure to respond to notice of recall within ten calendar days following receipt of notice shall be deemed a refusal of the position offered.
- (15). An employee who is laid off shall remain on recall for a period of two years after the effective date of layoff unless recall rights are waived in writing.
- (16). A full-time employee on layoff may accept a part-time position with the district without jeopardizing recall status for any full-time position which may become available. Part-time positions shall be offered to both full and part-time qualified personnel by seniority.
- (17). Building principals shall give first priority to laid off personnel for use as substitute teachers.
- (18). Upon returning to active employment, personnel shall have restored all benefits in effect at the time of layoff including placement on the proper step of the salary schedule.
- (19). A laid off employee may file a grievance under the provisions of the district policy concerning such matters.

(j). Employee Drug and Alcohol Policy

- (1). In an effort to create a healthy environment for students and staff members, and in compliance with the provisions of Public Law 101-226, the South Mississippi County Board of Education prohibits the possession, use, or distribution of illegal drugs and/or alcohol by its employees on school district property or as a part of any school activity.
- (2). The illegal manufacture, distribution, dispensation, possession, or use of narcotics, drugs, alcohol, or controlled substances during working hours, school activities, or on school district property constitutes conduct unbecoming an employee and is prohibited. An employee shall not report to work or work after having used any prohibited drug. Compliance with this regulation is a condition of employment, and any employee in violation will be subject to disciplinary action, up to and including discharge.
- (3). Compliance with the standards of conduct stated in this policy is mandatory of all employees. Violations of any part of this policy will result in disciplinary action, including suspension and termination. If the situation warrants, the superintendent shall communicate all available information promptly to the proper law enforcement agency and offer full cooperation of the South Mississippi County School District in an investigation.
- (4). Employees are encouraged to seek treatment and/or counseling for drug problems. The South Mississippi County School District will not assume any expenses incurred in counseling or attendance in a drug/alcohol program. However, a request for assistance by an employee after violating this regulation will not affect the imposition of disciplinary action.
- (5). This policy will serve as notification to employees that as a condition of employment, the employee will abide by the terms of the policy and notify the employer in writing of any criminal drug statute conviction for violation occurring in the work place no longer than five calendar days after such conviction.

(k). Dismissal, Nonrenewal of Contract, Suspension and Termination

Causes for dismissal, nonrenewal of contract, suspension, or termination shall include, but not be limited to the following reasons as defined in Section 2.

- (1). Inefficiency
- (2). Incompetency
- (3). Neglect of Duty
- (4). Conduct unbecoming to a member of the teaching profession
- (5). Insubordination

Dismissal, Nonrenewal of contract, suspension, and termination procedures will be in accordance with the laws of the State of Arkansas and the South Mississippi County School District Policy.

- (1). Any person, who, in the opinion of the superintendent, is not rendering satisfactory service shall be given written notice of the particular respects in which such service is considered to be unsatisfactory; and such person shall be informed by the superintendent of any unsatisfactory rating which has been given with respect to such person. The purpose of this shall be to give the person so notified the opportunity to remedy the alleged deficiencies.
- (2). Any person notified, who, in the opinion of the superintendent, has not remedied the alleged deficiencies within 30 days of the notification shall be given notice of the alleged deficiencies which have not been remedied and the superintendent's intentions to recommend nonrenewal of contract.
- (3). Neither subparagraphs (1) or (2) of this section are a waiver of the school district's prerogative to immediately suspend or terminate a teacher in an emergency situation provided for in Sections 5 and 6 of Act 936 of 1983, the same being the Teacher Fair Dismissal Act of 1983.
- (4). When the superintendent believes that sufficient cause exists to terminate a teacher's service to the district by nonrenewal of contract, he shall, by May 1 of the contract year, notify the teacher, in writing that he is recommending that the teacher's contract not be renewed. The notice for nonrenewal shall be mailed by registered or Licensed mail to the teacher's residence address as reflected in the teacher's personnel file. The notice of recommended nonrenewal mailed to a teacher shall include a simple but complete statement of the reasons for such recommendations.
- (5). A teacher who receives a notice of recommended termination or nonrenewal may file a written request with the Board of Education for a hearing. Such request for a hearing shall be sent by Licensed mail to the president of the Board of Education, with a copy to the superintendent, or may be delivered in person to each of them by such teacher, within 30 days after the written notice of proposed nonrenewal is received by the teacher. Upon receipt of such request for a hearing, the Board shall grant a hearing in accordance with the following provisions:
 - (aa). The hearing shall take place not less than 5, nor more than 10 days after the written request therefore has been served on the board, except that the teacher and the board may, in writing, agree to a postponement of the hearing until a later date.
 - (bb). The hearing shall be private unless the teacher or the Board shall request that the hearing be public.

- (cc). The teacher and the board may be represented by representative(s) of their choosing.
 - (dd). It shall not be necessary that a full record of the proceedings at the hearing be made and preserved unless:
 - (i). The board shall elect to make and preserve a record of the hearing at its own expense, in which event a copy thereof shall be furnished to the teacher, upon request by the teacher, without cost to the teacher.
 - (ii). A written request is filed with the board by the teacher at least 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 to the teacher.
 - (ee). Upon conclusion of its hearing with respect to the termination and nonrenewal of a contract of a teacher who has been employed as a full-time teacher by the school district for less than 3 continuous years, the board shall take action on the recommendations by the superintendent with respect to the termination or nonrenewal of such contract.
 - (ff). Any Licensed teacher who has been employed by the district for 3 continuous years (or who may have achieved non-probationary status) may be terminated or the board may refuse to renew the contract of such teacher for any cause which is not arbitrary, capricious, or discriminatory, or for violating the reasonable rules and regulations promulgated by the School Board. Upon completion of such hearing, the board shall, within 10 days after the hearing:
 - (i). Uphold the recommendation of the superintendent to terminate or not renew the teacher contract; or
 - (ii). May reject or modify the superintendent's recommendation to terminate or not renew the teacher contract; or
 - (iii). May vote to continue the contract of such teacher under such restrictions, limitations, or assurances as the school board may deem to be in the best interest of the school district. Said decision may be reached by the school board within 10 days from the date of the hearing, and a Copy thereof shall be furnished in writing to the teacher involved, either personally delivering the same to the teacher or by addressing to the teacher's last known address by registered or Licensed mail.
 - (gg). Subsequent to any hearing granted to a teacher by this Act, the School Board shall, by majority vote, make specific written conclusions with regard to the truth of each reason given the teacher by the superintendent in support of the recommended termination or nonrenewal.
- (6). When the superintendent deems it appropriate to terminate a teacher's employment with the district during the term of any contract, the superintendent shall notify the teacher of the termination recommendation in writing. Such notice shall include a simple but complete statement of the grounds for the recommendation of termination and shall be sent by registered or Licensed mail to the teacher at the teacher's residence address as reflected in teacher's personnel file.
- (a). Whenever a superintendent has a 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. The superintendent shall notify the teacher in writing within 2 school days of the suspension. Such written notice shall include a simple but complete statement of the grounds for suspension and/or recommendation of termination, and shall state that a hearing before the Board of Directors is available to the teacher upon request, provided that such request is made in writing within the time provided for in paragraph five herein above. The hearing shall be scheduled by the president of the Board of Education and the teacher and shall be held within the time provided for in paragraph five herein above after the request for the hearing, unless the teacher and the Board agree to a later time, in writing.

- (b). 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. The salary of a suspended teacher shall cease as of the date the Board sustains the suspension. If sufficient grounds for termination or suspension are not found, the teacher shall be reinstated without loss of compensation.

(l). **Extracurricular Duties**

Extracurricular duties shall be divided as equally and fairly as possible. Assignments will be made by the principals in their respective schools. These duties are considered to be a normal part of the teacher's work.

(m). **Assignment of Extra Duties**

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

Legal Reference: A.C.A. § 6-17-201 Date Adopted: 8-09-05 Last Revised:

- (n). All other employees of the District shall be the superintendent or the designated representative, with the consent and approval of the Board, upon a nondiscriminatory basis, without regard to race, color, or national origin, pursuant to the provisions when applicable, of the Laws of Arkansas and particularly Sections 80-1201 through 80-1236, amended, which laws are incorporated herein by reference as though set out herein word for word.

Section 4
LICENSED 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 shall 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: Last Revised:

Section 5 LEAVES OF ABSENCE

Leave of absence, without pay, may be granted by the Board of Directors, upon the recommendation of the Superintendent of Schools, under the following conditions:

- (a). Purpose of leave
 - (1). For the advanced study in some teaching or administrative field.
 - (2). For personal illness if it can be shown that rest and recuperation will contribute to the welfare of the teacher.
 - (3). "Maternity leave and/or adoptive leave".
 - (4). For service in National Defense Emergency.
- (b). Conditions of leave
 - (1). Leave of absence granted for not less than one, nor more than two, semesters at any one time.
 - (2). A minimum of three years of service completed before a teacher is eligible for a leave of absence.
 - (3). Applications for leave of absence filed with the superintendent, in writing, and stating clearly all details under which leave is connected.
 - (4). Leave of absence granted not to exceed five percent of the staff in any one semester.
 - (5). When a leave of absence has been granted to the end of a scholastic year, the teacher must notify the superintendent by March 1 of his/her intentions to resume work at the beginning of the next scholastic year. Failure to comply shall be considered a resignation.
 - (6). A teacher may return to her original position if a vacancy exists.
 - (7). Employees who are on leave of absence shall retain their cumulated sick leave benefits returning to the school system, but those who resign their positions and later are re-elected to the school system shall forfeit all cumulative benefits upon resignation.
- (c). Sick -Leave: Terms used relating to sick leave shall be defined as follows:
 - (1). "Employee" shall be used to refer to any or all Licensed personnel.
 - (2). "Current Year" shall be used to refer to the school year in operation covering the period of sick leave involved.
 - (3). "Previous Year" shall be used to refer to the school year immediately preceding the current year.
 - (4). "Immediate Family" shall be defined to include husband, wife, child, father, mother, grandparents, grandchildren, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, guardian and/or other members of the family living in the same household of the employee.
 - (5). Any member of the instructional staff who is absent from duty because of personal illness or illness as listed in "4" above shall be allowed one day of sick leave per month for each month contracted. Unused sick days shall accumulate until the maximum of ninety (90) days has been reached. In the event of absence longer than the accumulated number of days, deduction for each day absent will be based on the employees annual

- salary divided by the number of contracted days. The superintendent may require a physician's statement in any case involving an absence of three (3) or more days.
- (6). A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available may be granted, at the request of the teacher or principal, leave of absence without pay for the remainder of the school year, at that time the teacher's health condition will be reviewed and a decision shall be made by the superintendent to return the teacher to active duty, extend the leave of absence, or take appropriate action.
 - (7). When a teacher is absent under the provisions of this policy, he is expected to have available to the substitute those materials necessary to conduct the activities of that day.
 - (8). In the event of the absence of a teacher for less than one-half day for any reason he will be reported absent one-half day and the substitute will be credited with one-half day service.
 - (9). Effective with the 1989-90 school year, any accumulated sick leave above the ninety days will be paid for at the rate of substitute pay. This payment will be made before July 1. No person can be paid for more than twelve days in any one year's period.
 - (10). Employees may, at their option, transfer sick days to other employees as stated in Act 791 of 1989-Section 3.
 - (11). Effective with the 1990-91 school year, teachers who are retiring will be paid for unused sick days at the rate of substitute pay.
 - (12). Effective with the 2006-07 school year, staff members missing two days or less will be paid a stipend of \$100 as an attendance bonus. Staff members with perfect attendance will be paid a stipend of \$150.00. This stipend will be paid during the August In-Service.

(d). Sick Leave Bank

(1). Purpose

- (aa). The South Mississippi County School District administers a sick leave bank for full-time Licensed personnel who participate voluntarily. The purpose of this program is to provide participants an extended leave period beyond the district's sick leave policy when a member has used all accumulated sick leave and personal leave days because of catastrophic illness or injury.
- (bb). Catastrophic illness or injury for the purpose of this policy is defined as: an injury which will be disabling and is not related to normal pregnancy, cosmetic surgery, or correctional surgery which the opinion of medical experts can be performed during the summer months.
- (cc). It is not the intent of this program to provide additional leave days for extended absences due to job related injuries when this would be covered by Workman's Compensation.

(2). Membership

- (aa). Any full-time person who has been employed in the district for at least three years may become a participant by contributing one sick leave day to the Bank. This contribution may not be withdrawn.
- (bb). Membership will be taken up to September 15 each school year.
- (cc). In the event that the Bank is depleted in any given school year, those members

Participating may be assessed one additional sick day. If the participant has no earned sick day or chooses not to contribute another day to replenish the Bank, membership ceases for that year.

(dd). If at the end of any school year the total number of days accumulated in the Sick Leave Bank exceeds 300, current members will receive a free year of membership at the beginning of the next school year. New members must contribute to the Bank.

(3). Review Board

(aa). The Review Board will consist of one representative elected from each school which has participants in the Sick Leave Bank.

(bb). These representatives shall be elected from and by the participants in the Bank by September 30 of each school year.

(cc). The Review Board shall act as administrative body of the Sick Leave Bank with a chairperson elected by the Review Board members.

(dd). Eligibility to withdraw days from the Sick Leave Bank will, in all cases, be determined by the Review Board; and its decision will be final.

(ee). The Review Board will furnish members a status report of the Bank each year.

(4). Procedures and Limits

(aa). All requests to draw upon the Sick Leave Bank must be made upon a Sick Leave Bank Request Form accompanied by a physician's statement of the diagnosis and probable length of disability.

(bb). Total number of days that may be withdrawn by an individual in a school year shall not exceed thirty days.

(cc). Withdrawals will be permitted only after the participant has exhausted all accumulated sick leave and personal leave days.

(dd). Days may be withdrawn only for absence due to catastrophic illness or injury to the participant or the participant's "immediate family" as defined in the district's sick leave policy.

(ee). Fewer than thirty days may be given at one time to a participant who may return to the Review Board to request more days if the need continues.

(ff). Any days granted by the Review Board but not used by the participant shall be automatically returned to the Bank.

(gg). Days left in the Bank at the end of the school year will be carried over to the next school year.

(hh). The Sick Leave Bank membership by a 2/3 majority vote may submit recommendations for changes in the program to the Personnel Policies Committee for consideration.

(ii). The Personnel Policies Committee will present recommendations for changes in the program to the School Board.

(e). Personal Leave

(1). Each member of the instructional staff shall be allowed two (2) days per year personal leave (this is in addition to sick leave) to be used at the teacher's discretion. Once a teacher has been with the South Mississippi County School District for a period of three

- (3) or more years the personal leave days will be increased to three (3) days per year. Unused personal leave will be accumulated as sick leave.
- (2). The amount of release time for funerals or deaths in the immediate family shall be three days. If additional days are needed sick days may be used. Two days per year will be allowed for funerals outside the immediate family. Any days above these will be counted as personal days.
 - (3). Additional leave per year may be granted, **without pay**, upon written request expressing the reason. Any teacher desiring additional leave of absence in any one year shall make his request in writing to the principal of his school stating the date(s) the leave is requested, and with the written approval of such principal, said leave may be granted for the date(s) specified. However, such leave shall be without pay at the rate of a full day's pay for each day or fraction of day granted.
 - (4). Teachers shall notify the principal at least 24 hours ahead of time of their intent to take a personal leave day unless it is an emergency.
- (f). Educational Leave
- (1). Requests for educational leave of absence must be submitted in writing to the superintendent sixty (60) days in advance.
 - (2). All educational leave requests must identify courses and hours to be earned.
 - (3). Educational leave without pay may be granted, not to exceed one (1) year.
 - (4). An employee on extended contract may be permitted summer educational leave with pay once every three (3) years for professional growth purposes.
 - (5). An employee on extended contract who is required by state or district to do additional work toward qualifications and/or certification may be granted educational leave with pay during summer session.
 - (6). Local summer course participation by employees on extended contract must be approved. Guidelines necessary as to daily job responsibility must be determined by immediate supervisor, division head, and superintendent.
- (g). Maternity Leave
- (1). Maternity leave will be treated as sick leave.
 - (2). The teacher may remain in the classroom as long as her performance is satisfactory and her physician deems advisable and she shall return to the position under the same conditions.
 - (3). The position will be filled with a Licensed employee on a temporary contract during the period absence.
- (h). Adoptive Leave
This type of leave will be treated as sick leave.
- (i). Military Leave
- (1). The South Mississippi County School Board does not approve of military leave during the contract period for Licensed employees. Individuals who cannot take their military leave at any other time except during the contract period may apply to the superintendent for special consideration. This application in the form of a letter of explanation must be received by the superintendent sixty (60) days in advance of the beginning date of leave.

- (2). Vacation leave may be used by twelve (12) month employees for Military Guard or Military Reserve active duty leave. Any employee may receive one (1) month pay (minus substitute pay) for approved military leave. All other approved military leave beyond one month without pay.

(j). Jury Duty

If a teacher is selected for jury duty, he/she will be allowed to serve without loss of pay upon conferring with the superintendent, assistant superintendent, or principal.

(k). Assault Leave

- (1.) 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.
- (2.) A leave of absence granted under this policy shall not be charged to the teacher's sick leave.
- (3.) 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.

Section 6
NOTICE OF RESIGNATION
BREACH OF CONTRACT - PERMISSIBLE BREACH

- (a). A teacher shall give the superintendent notice of resignation at least thirty (30) days in advance of the effective date of resignation.
- (b). The Board may waive the thirty (30) days notice requirements and permit a teacher to resign in good standing.
- (c). The conditions under which it is permissible to break a contract with the Board are as follows:
 - (1). The incapacity on the part of the teacher to perform the contract as evidenced by the Licensed statement of a physician approved by the local Board of Education.
 - (2). The drafting of the teacher into military service by a selective service board.
 - (3). The release by the Board of the teacher from the contract.

Section 7
NON-RACIAL OBJECTIVE CRITERIA FOR EVALUATION
OF TEACHERS, STAFF, AND OTHER PERSONNEL

All teachers, staff members and other personnel hired and employed by the District shall be evaluated according to the following non-racial objective criteria, to wit:

- (a). Teachers

- (1). Type of certificate
 - (2). Number of years experience
 - (aa). In the teaching profession
 - (bb). In the grade, subject, or position which he currently teaches or occupies, for which he is applying
 - (cc). In the system
 - (3). Degree or degrees held
 - (4). Endorsement in subject area.
 - (5). Number of hours beyond degree.
 - (6). Number of hours of voluntary participation in in-service training, workshops, seminars, etc.
 - (7). Record and reputation
- (b). Principals and Superintendents
- (1). Degree or degrees held.
 - (2). Number of years experience
 - (aa). As a principal in this system
 - (bb). As a principal in any system.
 - (cc). In education other than as a principal.
 - (3). Record and reputation
- (c). Coaches
- (1). Degree or degrees held.
 - (2). Experience in the system.
 - (3). Sports coached and how long.
 - (4). College participation in what sports.
 - (5). Experience in administration of athletic program.
 - (aa). Total
 - (bb). In system
 - (cc). Administration position held
 - (6). Record and reputation
- (d). Other Personnel
- (1). Education
 - (2). Technical training in subject or position which currently occupies or for which he is applying.
 - (3). Number of years experience.
 - (4). Record and reputation.
- (e). Procedure for Teacher/Administrator Evaluation:
- (1). A teacher evaluation instrument (see Teacher Evaluation Report) furnished by the administrative offices shall be applied two times a year except for teachers with less than three (3) years experience who shall be evaluated three times a year. The process is considered to be a supervisory technique to assist teachers in developing greater competencies and overcoming weaknesses.

- (2). The evaluator and the teacher shall be furnished a working copy of the instrument, on which each shall evaluate the teacher.
- (3). After the working copy is completed by each, the evaluator and the teacher shall come together to compare and discuss the rating applied to each item. At the time of this meeting, the evaluator shall complete the official instrument in triplicate, with the teacher and evaluator both signing it. One copy will be furnished to the teacher, one shall be retained by the evaluator, and one furnished to the Personnel Office for filing in the teacher's file. Any disagreement of teacher with the evaluation may be attached to the form. His/her signature merely indicated that he/she had inspected and discussed it.
- (4). Principals shall accomplish this evaluation in his building by March 1, each year so that any corrective benefits may accrue to the current year.

Section 8 GRIEVANCE PROCEDURE

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

Definitions

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

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

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 resolved and the employee shall have no further right with respect to said grievance.

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

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

Appeal to the Board of Directors: An employee who remains unsatisfied by the written response of the superintendent may appeal the superintendent's decision to the Board of Education within five working days of his/her receipt of the Superintendent's written response by submitting a written request for a board

hearing to the Superintendent. If the grievance is not appealed to the Board of Directors within five working days of his/her receipt of the superintendent's response, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

The school board will address the grievance at the next regular meeting of the school board, unless the employee agrees in writing to an alternate date for the hearing. After reviewing the Level Two Grievance Form and the superintendent's reply, the board will decide if the grievance, on its face, is grievable under district policy. If the grievance is presented as a "group grievance," the Board shall first determine if the composition of the group meets the definition of a "group grievance." If the Board determines that it is a group grievance, the Board shall then determine whether the matter raised is grievable. If the Board rules the composition of the group does not meet the definition of a group grievance, 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 represent 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, discipline, 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.

LICENSED PERSONNEL LEVEL TWO GRIEVANCE FORM

Name _____

Date submitted to supervisor: _____

Personnel Policy grievance is based upon:

Grievance (be specific): _____

What would resolve your grievance? _____

Supervisor's Response

Date submitted to recipient: _____

Section 9 SEXUAL HARASSMENT

The South Mississippi County School District is committed to having an academic and work environment in which students and employees are treated with respect and dignity. Student achievement and amicable working relationships are best attained in an atmosphere 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, 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 students or employee to be subjected to, or to subject another person to, sexual harassment as defined in the policy. Any employee found, after 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, request 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:

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

Actionable sexual harassment is generally established when an individual is exposed to a pattern of objectionable behavior 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 that 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 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: ACA * 6-15-1005 (b) (1)

Section 10 PERSONNEL POLICIES COMMITTEE

- (a). The South Mississippi County School District shall have a committee on personnel policies which shall consist of five classroom teachers (one from each campus), and not more than three administrators.
- (b). The classroom teacher members of the district's committee on personnel policies shall be elected by majority of the classroom teachers employed in the district by secret ballot in an election conducted by the teachers.
- (c). Organization and duties of committee.
 - (1). The South Mississippi County School District's committee on personnel policies shall organize itself in the first quarter of each school year, elect a chairman and secretary, and develop a calendar of meetings throughout the year to review the district's personnel policies to determine if additional policies or amendments to existing policies are needed.
 - (2). Minutes of the committee meetings shall be promptly reported and distributed to members of the board and posted in the buildings of the district including administrative offices.
 - (3). Either the committee or the board of directors may propose new personnel policies or amendments to existing policies, if the proposals by the board have been submitted to the committee at least five (5) working days prior to presentation to the board.
 - (4). The committee will present its proposed policies or amendments to existing policies to the board of directors.
 - (5). After presentation to the board, final action may be taken at the next regular board meeting.
 - (6). The board of directors shall have the authority to adopt, reject, amend, or refer back to the committee on personnel policies for further study and revision, any proposed policies or amendments to existing policies that are submitted to the board for consideration.
- (d). Distribution of Personnel Policies
 - (1). Each teacher or administrator being employed by the school district for the first time shall be given a copy of the district's personnel policies in effect at the time of his employment.
 - (2). Each teacher or administrator shall be furnished a copy of any amendments to the personnel policies within thirty (30) days after approval of the amendments by the board of directors of the district.

Section 11
EMPLOYEES CREDENTIALS AND RECORDS

- (a). All employees must file with the administrative offices, before the first pay period, the following credentials as required by the State Law and by the Policies of the South Mississippi County School District. Maintenance of up-to-date credentials and records shall be the responsibility of the employee.
 - (1). Income tax withholding form (exemption authorization)
 - (2). Certificate of tuberculin test for new employees.
 - (3). Social Security number (at time of employment).
 - (4). Up-to-date mailing address and telephone number.

- (b). In addition, all certificated employees must file the following (Failure to meet this requirement will result in withholding of pay checks, and, if not corrected, would be considered as inability to meet legal and certifications).
 - (1). Arkansas Teaching Certificate
 - (2). Teacher Retirement indicating whether teacher is contributor or non-contributor on application.
 - (3). Certification as required under the Immigration Reform and Control Act of 1986.
 - (4). Up-to-date transcript of college training (complete and official).

Section 12
PAYMENT OF SALARY

- (a). All Licensed members and secretarial employees are paid twelve (12) payments of the contracted salary on the designated dates set by the business office.

Section 13
TEACHING HOURS

- (a). Teachers will be on duty each day at times stated in their respective school's handbooks. Teachers will work an eight hour day. Hours will normally run from 7:40 a.m. until 3:40 p.m. each school day.
- (b). Teachers will be on duty these hours and in their place of assignment for conferences with students and parents.

Section 14
AUTHORIZED SCHOOL BUSINESS

- (a). No deductions shall be made in salary when the employee is absent due to authorized school business or professional meetings.
- (b). Licensed personnel serving as chaperone for a school district sponsored field trip will not be charged with a personal day for going with his or her own child's class, subject to the approval of the administration.
- (c). In the event a substitute is needed during such absences, the district shall pay the substitute's salary.
- (d). The superintendent may grant permission to the teachers to attend educational meetings without loss of pay. Budget limits must be taken into consideration on all requests.

Section 15 SMOKING

Smoking of tobacco or products containing tobacco in any form by school personnel in buildings or school grounds is prohibited.

Section 16 DRESS OF LICENSED EMPLOYEES

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

Section 17 LICENSED PERSONNEL POLITICAL ACTIVITY

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

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

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

Section 18 LICENSED 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 not be limited to, the amount of the debt, the time between the first and second garnishment, and other financial problems which come to the attention of the District.

Section 19 STAFF DEVELOPMENT

All employees shall attend all local in-service training sessions as directed by a supervisor.

The District shall develop and implement a plan for the professional development of its Licensed employees. The district's plan shall, in part, align district resources to address the professional development activities identified in each school's ACSIP. Each Licensed 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. 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 ACTAAP Rules and current 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 will 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 outside of the regular school day. 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. 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.

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.

Employees who do not receive or furnish documentation of the 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.

Section 20

EXPENSE REIMBURSEMENT

Reimbursement for expenses related to travel and/or attendance at conferences and professional development activities incurred by district employees and/or members of the Board of Directors on behalf of the district shall be done according to the following guidelines. Original receipts must accompany all requests for reimbursement to the extent that such receipts are customarily available. For a receipt to be valid it should contain the name of the issuing company, the date, and the amount. Employees are only eligible for reimbursement for travel expenses for travel which has been approved in advance. No Cash

Advances shall be made for travel. Mileage, lodging, and meal expenses will not be reimbursed when incurred for the personal convenience of the employee and not required by the reason for the travel.

To the extent practicable, employees shall have the district pay initial conference and professional development registration fees and associated necessary materials. In the occasional circumstances where this is not practical, the district shall reimburse the employee for such fees if they were authorized in advance and are supported with proper receipts.

Meal expenses incurred by the superintendent or other administrators as necessary, in the performance of their duties when meeting with state officials or consultants may be reimbursed on a prorated, per person basis in line with the mandates of this policy. Such expenses shall only be reimbursed when the expenditure is likely to result in a tangible benefit to the district.

Rates for Reimbursements

Mileage allowance shall be reimbursed at the rate of **39** cents per mile. Mileage shall be reimbursed on the basis of the shortest, most reasonable, route available. **All reimbursements are to be requested within 30 days of the expense.**

Due to IRS ruling, we will no longer pay for meals unless an overnight trip is involved. Meals shall be reimbursed for the actual expense incurred up to a daily limit of **\$31.00** or **\$8.00** for breakfast, **\$10.00** for lunch and **\$13.00** for dinner. Meals in Hot Springs and Little Rock will be reimbursed up to **\$37.00** a day or **\$10.00** for breakfast, **\$12.00** for lunch and **\$15.00** for dinner. All Hotel Receipts should be sent to the Central Office to be paid by the District. Please do not throw them away.

When travel necessitates overnight lodging, reimbursement shall be equal to or less than the current IRS rate schedule unless at least one of the following conditions are met.

- The location of the conference or other approved reason for travel is located in a hotel which does not offer rates within the IRS rate schedule. In such an instance, the employee shall be reimbursed at the “special conference rate” if available. If such a rate is not offered, or no longer available, the employee shall be reimbursed for lodging costs that are reasonable for single occupancy rates at the hotel in which the conference is held.
- The hotel in which the conference is held has no rooms available. In such an instance, the employee shall be reimbursed for reasonable single occupancy lodging costs in another hotel located near the conference.
- The conference or other approved reason for travel is held in a location other than one that is part of a hotel. If the rates of the hotels located near the conference or other approved reason for travel are not within the IRS rate schedule, the employee shall be reimbursed for reasonable single occupancy lodging costs in a hotel located near the conference

To the extent practicable, employees shall receive assistance from administrators or their designee in arranging travel plans to help keep expenses to a minimum.

Expenses not covered

The district shall not reimburse the following items/categories of expenses.

- Alcoholic beverages;

- Entertainment expenses – including sports or sporting events or pay per view or game expenses at motels;
- Replacement due to loss or theft;
- Discretionary expenses for items such as clothing or gifts;
- Medical expenses incurred while on route to or from or at the destination of the reason for the travel;
- Optional or supplementary insurance obtained by the employee for the period covered during the travel;
- Tips

Section 21
LICENSED PERSONNEL REIMBURSEMENT FOR PURCHASE OF SUPPLIES

Pre-kindergarten through sixth grade teachers shall be allotted the amount required by law per student enrolled in the teacher’s class to be used for the purchase of classroom supplies and class activities. The amount shall be credited to an account from which the teacher shall be reimbursed for his/her covered purchases to the extent funds are available in the account.

Teachers may purchase supplies and supplementary materials from the district at the district’s cost to take advantage of the school’s bulk buying power. To do so, teachers shall complete and have approved by the Principal and Superintendent a purchase order for supplies which will then be purchased on their behalf by the school and subtracted from their total supply and material allocation. Teachers may also purchase materials and supplies using their own funds (purchase orders should be submitted for approval before spending) and apply for reimbursement by submitting itemized receipts. Receipts totaling less than \$250 will be held until total receipts are equal to or greater than \$250. 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 campus.

Reimbursements will be paid within 30 days after receipt of completed reimbursement form. Teachers are asked to hold all receipts and ask for reimbursement only once. Unused allotments shall not be carried from one fiscal year to the next.

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

Date Adopted:

Last Revised:

Section 22
LICENSED PERSONNEL BENEFITS

The South Mississippi County School District provides its Licensed personnel benefits consisting of the following:

1. The priceless reward of helping shape the life and future of our children;
2. Health insurance and dental insurance assistance;
3. Contribution to the teacher retirement system;
4. One sick leave day per calendar month worked; and
5. Two personal days for those employed for years 1-3
6. Three personal days for those employed year 4+ (consecutive years)

Legal Reference: A.C.A. § 6-17-201 Date Adopted: 8-9-05 Last Revised:

Section 23
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: 8-9-05 Last Revised:

Section 24
LICENSED 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.

Appendix A

TEACHER PERFORMANCE COMPETENCIES South Mississippi County Public Schools-Formative Evaluation

Domain A-Organizing Content Knowledge for Student Learning

	4 Adv.	3 Prof.	2 Basic	1 Below
A1. Becoming familiar with relevant aspects of students' background knowledge				
A2. Articulating clear learning goals for the lesson that are appropriate for the students				
A3. Demonstrating an understanding of the connections between the content that was learned previously, the current content, and the content that remains to be learned in the future				
A4. Creating or selecting teaching methods, learning activities, and instructional materials or other resources that are appropriate for the students and that are aligned with the goals of the lesson				
A5. Creating or selecting evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson				

Comments: _____

Domain B-Creating an Environment for Student Learning

	4 Adv.	3 Prof.	2 Basic	1 Below
B1. Creating a climate that promotes fairness				
B2. Establishing and maintaining rapport with students				
B3. Communicating challenging learning expectations to each student				
B4. Establishing and maintaining consistent standards of classroom behavior				
B5. Making the physical environment as safe and conducive to learning as possible				

Comments: _____

Domain C-Teaching for Student Learning

- C1. Making learning goals and instructional procedures clear to students
- C2. Making content comprehensible to students
- C3. Encouraging students to extend their thinking
- C4. Monitoring students' understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands
- C5. Using instructional time effectively

	4 Adv.	3 Prof.	2 Basic	1 Below

Comments:

Domain D-Teacher Professionalism

- D1. Reflecting on the extent to which the learning goals were met
- D2. Demonstrating a sense of efficacy
- D3. Building professional relationships with colleagues to share teaching insights and to coordinate learning activities for students
- D4. Communicating with parents or guardians about student Learning
- D5. Abiding by building procedures, district policies, and state and federal regulations and laws

	4 Adv.	3 Prof.	2 Basic	1 Below

Comments:

Documentation used to complete this evaluation instrument

_____ lesson plans _____ administrative observation data other _____
 _____ grade book _____ teacher attendance percentage

Date of conference: _____ Evaluator's Signature _____

Teacher's Signature _____

*Your signature indicates only that a conference was held and that you received a copy of this evaluation. It does not imply agreement.

Pre and Post Conference

Teacher _____

School _____

Observer _____

Grade _____ Subject _____

Location _____

Date _____

Instruction Plan

State your goals and intentions for student learning.

What methods will you use to achieve your goals?
effectively?

What activities are planned for the lesson?

How/when do you plan to evaluate student learning?

Comments:

Reflection

Did you achieve your goals?

How were the methods used

How effective were the activities?

Why did you choose this evaluation approach? Will you change anything concerning your evaluation of the lesson?

**Individual Professional Growth Plan
South Mississippi County Schools**

Name _____

Date _____

Assignment _____

Grade _____

Goal(s):

Describe how your goal(s) will impact student learning.

List methods/strategies/activities and provide a timeline for your professional growth.

How will you evaluate your progress toward goal attainment?

Signature

Date

Date of Plan Initiation

Appendix B

South Mississippi County School District Supplemental Pay Schedule 2012-2013

Assistant Principal	\$5,200.00
Federal Grant Writer	\$5,200.00
Gifted and Talented Administrator	\$2,100.00
Head Band Director	\$2,200.00
Assistant Band Director	\$1,500.00
Vocational Coordinator	\$1,200.00
Cheerleader Sponsor	\$1,200.00
Annual Sponsor	\$1,000.00
Newspaper	\$800.00
Athletic Director	\$5,000.00
Head Sr. High Football Coach	\$6,000.00
Asst. Sr. High Football Coach	\$3,800.00
Head Sr. Boys/Girls Basketball Coach	\$4,300.00
Asst. Sr. Boys/Girls Basketball Coach	\$1,700.00
Sr. Boys/Girls Track Coach	\$1,800.00
Head Baseball Coach	\$1,600.00
Asst. Baseball Coach	\$1,000.00
Girls Softball Coach	\$1,600.00
Asst. Girls Softball Coach	\$1,000.00
Head Jr. Football Coach	\$3,900.00
Asst. Jr. Football Coach	\$1,600.00
Head Jr. High Boys/Girls Basketball Coach	\$2,700.00
Asst. Jr. High Boys/Girls Basketball Coach	\$1,400.00
Head Jr. Boys/Girls Track Coach	\$1,000.00
Asst. Jr. Boys/Girls Track Coach	\$900.00
7 th Grade Football Coach	\$1,400.00
7 th Grade Basketball Coach	\$1,200.00
Asst. 7 th Grade Football Coach	\$1,000.00
Playing Field Maintenance	\$900.00
Golf	\$1,000.00
ABC Director	\$5000.00
Equity Coordinator	\$500.00
Wellness Coordinator	\$1500.00
ACSIP Chairperson	\$1000.00
Technology Coordinator	\$2500.00

**SOUTH MISSISSIPPI COUNTY SCHOOL DISTRICT
2012-2013
Salary Schedule
Licensed Personnel**

Years of Experience	Bachelors Degree	Masters Degree	Specialists Degree	Doctoral Degree
0	\$31,355.00	\$35,155.00	\$36,155.00	\$37,155.00
1	\$31,855.00	\$35,655.00	\$36,655.00	\$37,655.00
2	\$32,355.00	\$36,155.00	\$37,155.00	\$38,155.00
3	\$32,855.00	\$36,655.00	\$37,655.00	\$38,655.00
4	\$33,355.00	\$37,155.00	\$38,155.00	\$39,155.00
5	\$33,855.00	\$37,655.00	\$38,655.00	\$39,655.00
6	\$34,355.00	\$38,155.00	\$39,155.00	\$40,155.00
7	\$34,855.00	\$38,655.00	\$39,655.00	\$40,655.00
8	\$35,355.00	\$39,155.00	\$40,155.00	\$41,155.00
9	\$35,855.00	\$39,655.00	\$40,655.00	\$41,655.00
10	\$36,355.00	\$40,155.00	\$41,155.00	\$42,155.00
11	\$36,855.00	\$40,655.00	\$41,655.00	\$42,655.00
12	\$37,355.00	\$41,155.00	\$42,155.00	\$43,155.00
13	\$37,855.00	\$41,655.00	\$42,655.00	\$43,655.00
14	\$38,355.00	\$42,155.00	\$43,155.00	\$44,155.00
15	\$38,855.00	\$42,655.00	\$43,655.00	\$44,655.00
16	\$39,355.00	\$43,155.00	\$44,155.00	\$45,155.00
17	\$39,855.00	\$43,655.00	\$44,655.00	\$45,655.00
18	\$40,355.00	\$44,155.00	\$45,155.00	\$46,155.00
19	\$40,855.00	\$44,655.00	\$45,655.00	\$46,655.00
20	\$41,355.00	\$45,155.00	\$46,155.00	\$47,155.00

*Extended days on contract will be paid at a daily rate of pay based on individual's degree and years of experience.

*Superintendent's salary is based on Licensed pay scale with a multiplier of 1.8416.

*Assistant Superintendent's salary is based on Licensed pay scale with a multiplier of 1.70535.

*Principals base salary is \$52,500, plus \$500 per year for each year of experience up to 20 years added to base salary.

*\$2500 added for Senior High Principal.

*\$1500 added for Junior High Principal.

*Supervisor's Base Salary is \$50,000, plus \$500 per year for each year of experience up to 20 years added to base .

South Mississippi County School District No. 57
2012-2013
Classified Salary

<u>Contract Days</u>	<u>Position</u>	<u>Salary</u>
185	Cafeteria / per hour	\$8.15
185	Cafeteria Manager / per hour	\$9.30
252	Transportation/Maintenance	\$35,000.00
178	Bus Driver	Per Route
185	Food Service Director	\$21,450.00
190	Nurse RN	\$26,800.00
190	Nurse LPN	\$21,675.00
200	Principal's Secretary	\$17,430.00
190	Aides/AA Degree	\$14,900.00
190	Aides/Bachelor's Degree or Higher	\$26,750.00
190	Para Professional	\$14,500.00
190	Other Aides	\$14,200.00
210	Technology Supervisor	\$37,579.00
200	APSCN Coordinator	\$26,500.00
240	District Treasurer	\$36,500.00
240	Bookkeeper	\$34,500.00
240	Administrative Asst./Bookkeeper	\$33,500.00
240	Parent Coordinator	\$24,000.00
252	Maintenance	\$30,050.00
252	Bus Mechanic	\$30,240.00
252	Mechanic Helper	\$25,000.00
240	Computer Technician	\$36,500.00
252	Janitor	\$16,430.00
252	Bus Shop	\$16,430.00
---	Student Supervisor	\$25.00/per hour
---	Literacy Tutor	\$30.00/per hour
---	Specified Services for Special Needs Students / per semester	\$600.00
---	Sub for Specified Services for Special Needs Students/per time	\$5.00
---	Summer School Bus Drivers	\$0.50/per mile
---	Summer School Teachers	\$30.00/per hour

Appendix C

DRUG FREE WORKPLACE - LICENSED 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. Substance abuse resources are:

Alcoholics Anonymous	Family Services Inc.	Mid South Health Systems
107 West Main	1487 West Keiser	509 Hutson
Blytheville	Osceola	Blytheville

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 manifestations 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 to 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 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 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 physician shall be treated as though he was in possession, possession with intent to deliver, 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.

3.31F-DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT

CERTIFICATION

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

Signature _____

Date _____

Appendix D
ACADEMIC COACH PERFORMANCE COMPETENCIES
South Mississippi County School District Formative Evaluation

Name _____ School/Job Assignment _____ Date _____

(a)				
	4 Advanced	3 Proficient	2 Basic	1 Below Basic
1. Professional Development Providing or facilitating professional development sessions such as seminars, action research, and study groups designed to increase educator's knowledge of Scientifically Based Research (SBR).				
2. Planning Planning, developing, and/or preparing professional development.				
3. Modeling Lessons Demonstrating model lessons in classrooms for teachers when appropriate.			Article II.	
4. Coaching Coaching (planning conversations, observations and reflecting conversations) with teachers.			Article III.	
5. Coach/Teacher Conferences Conferences with teachers regarding lesson planning, grouping for instruction, intervention strategies, etc.			Article IV.	
6. Student Assessment/Data Analysis Administering or coordinating student assessments and analyzing data.	4 Advanced	3 Proficient	Article V. Basic	2 1 Below Basic

7. Meetings Attending meetings in my school, district, or region regarding academic issues.			Article VI.	
8. Knowledge Building Building my knowledge of SBR and/or assessment through personal study or professional development by attending workshops, summer school, professional meetings and conferences, and by reading professional literature.			Article VII.	
9. Professionalism Professional in working with staff.			Article VIII.	
			Article IX.	
10. Curriculum Knowledge Demonstrates knowledge of curricular issues in various subjects. Shows a balanced concern for all areas of curriculum and encourages student-centered curriculum.			Article X.	
			Article XI.	
11. Instructional Improvement Familiar with good teaching methods/best practices. Assists teachers to improve diagnostic and teaching procedures.	4 Advanced	3 Proficient	Article XII. Basic	2 1 Below Basic
			Article XIII.	
			Article XIV.	
12. Staff Meetings Organizes periodic meetings which are effective in classifying problems and policies and provides professional growth and guidance to teachers.			Article XV.	
			Article XVI.	

13. Curriculum Performance Demonstrates concern for curricular issues and encourages open discussion of issues.			Article XVII.	
			Article XVIII.	
14. Support Develops high staff morale. Operates in a democratic manner. Encourages excellence in staff performance through constructive suggestion. Commends achievements of staff members.			Article XIX.	
			Article XX.	
15. Building Level Administration Extent to which administrators and staff are kept well-informed. Cooperates with building level administration in disseminating the school mission, policies, and programs.	4 Advanced	3 Proficient	Article XXI. Article XXII. 2 Basic	1 Below Basic
			Article XXIII.	
			Article XXIV.	
16. Appearance Careful of appearance, posture, grooming, and dress.			Article XXV.	
			Article XXVI.	
17. Initiative Shows sustained effort and enthusiasm in the quality and quantity of work accomplished.				
18. Communication Skills Communicates effectively with groups. Speaks distinctly. Uses standard oral and written English.				
19. Attitude Maintains a positive attitude.				
20. Other Performs other duties as assigned in a professional manner.				

Comments:

Documentation used to complete this evaluation instrument:

____ Logs ____ Administrator Observation Data ____ Feedback from teachers ____ Other

Date of Conference: _____

Evaluator's Signature: _____

Coach's Signature: _____

*Your signature indicates only that a conference was held and that you received a copy of this evaluation. It does not imply agreement.

Levels of Professional Performance Guidelines

All academic coaches will be evaluated through this observation process.

ADVANCED: The academic coaches at this level are master teachers and make a contribution to the field, both inside and outside their school. They cultivate a learning community with teachers highly motivated, engaged, and assuming considerable responsibility for their own teaching.

PROFICIENT: The coach clearly understands the concepts underlying the coaching model and implements it well.

BASIC: The coach appears to understand the concepts underlying the coaching model and attempts its elements, but implementation is sporadic, intermittent, or otherwise not entirely successful. Working on the identified tasks associated with the indicators will assist the coach to grow and develop in this area.

BELOW BASIC: The coach does not yet appear to understand the concepts underlying the coaching model. Working on the fundamental practices associated with the indicators will enable the coach to grow and develop in this area.