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**CERTIFIED PERSONNEL**

**STRONG‐HUTTIG SCHOOL DISTRICT**

**LICENSED SALARY SCHEDULE**

**2015‐2016**

**YRS EXP**

**BSE**

**BS+12**

**BS+24**

**MASTERS**

**MA+15**

**MA+30**

**0**

**29,250**

**30,050**

**30,850**

**33,685**

**34,185**

**34,685**

**09**

**1**

**29,700**

**30,500**

**31,300**

**34,185**

**34,685**

**35,185**

**2**

**30,150**

**30,950**

**31,750**

**34,685**

**35.185**

**35,685**

**3**

**30.600**

**31,400**

**32,200**

**35,185**

**35.685**

**36,185**

**4**

**31,050**

**31,850**

**32,650**

**35,685**

**36,185**

**36,685**

**5**

**31,500**

**32,300**

**33,100**

**36,185**

**36,685**

**37,185**

**6**

**31,950**

**32,750**

**33,550**

**36,685**

**37.185**

**37,685**

**7**

**32,400**

**33,200**

**34,000**

**37,185**

**37,685**

**38,185**

**8**

**32,850**

**33,650**

**34,450**

**37,685**

**38,185**

**38,685**

**9**

**33,300**

**34,100**

**34,900**

**38,185**

**38,185**

**39,185**

**10**

**33,750**

**34,550**

**35,350**

**38,685**

**39,185**

**39,685**

**11**

**34,200**

**35,000**

**35,800**

**39,185**

**39,685**

**40,185**

**12**

**34,650**

**35,450**

**36,250**

**39,685**

**40,185**

**40,685**

**13**

**35,100**

**35,900**

**36,700**

**40,185**

**40,685**

**41,185**

**14**

**35,550**

**36,350**

**37,150**

**40,685**

**41,185**

**41,685**

**15**

**36,000**

**36,800**

**37,600**

**41,185**

**41,685**

**42,185**

**16**

**36,450**

**37,250**

**38,050**

**41,685**

**42,185**

**42,685**

**Additional**

**37,400**

**38,200**

**39,000**

**42,685**

**43,185**

**43,685**

**Payment**

**High School Principal**

**1.70 for 240 days 1.56 for 220 days 1.49 for 210 days**

**Elementary Principal**

**1.60 for 240 days 1.47 for 220 days 1.40 for 210 days**

**Dean of Students**

**1.50 for 240 days 1.38 for 220 days 1.31 for 210 days**

**Approved: July 21, 2014**

**\s\Cindy Smith, Board President**

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**3.2—CERTIFIED PERSONNEL EVALUATIONS**

Evaluations of certified personnel shall be undertaken at least annually.

Evaluations shall be based on a combination of scheduled and informal observations. Additional and

more frequent informal observations will be done should it be determined by the administration that the

observations would be helpful in addressing performance problems.**\***

Legal Reference:

A.C.A. § 6-17-1504

Date Adopted: 08-20-07

Last Revised:

2

**3.3—EVALUATION OF CERTIFIED PERSONNEL BY RELATIVES**

No person shall be employed in, or assigned to, a position which would require that he be evaluated by

any relative, by blood or marriage, including spouse, parent, child, grandparent, grandchild, sibling, aunt,

uncle, niece, nephew, or first cousin.

Date Adopted: 08-20-07

Last Revised:

3

**3.4—CERTIFIED PERSONNEL REDUCTION IN FORCE**

**SECTION ONE**

The School Board acknowledges its authority to conduct a reduction in force (RIF) when a decrease in

enrollment or other reason(s) make such a reduction necessary or desirable. A RIF will be conducted

when the need for a reduction in the work force exceeds the normal rate of attrition for that portion of the

staff that is in excess of the needs of the district as determined by the superintendent.

In effecting a reduction in force, the primary goals of the school district shall be: what is in the best

interests of the students; to maintain accreditation in compliance with the Standards of Accreditation for

Arkansas Public Schools and/or the North Central Association; and the needs of the district. A reduction

in force will be implemented when the superintendent determines it is advisable to do so and shall be

effected through non-renewal, termination, or both. Any reduction in force will be conducted by

evaluating the needs and long- and short-term goals of the school district, and by examining the staffing

of the district in each licensure area and/or, if applicable, specific grade levels.

If a reduction in force becomes necessary in a licensure area and/or specific grade level(s), the teacher’s

length of service in the district shall be the initial determining factor. The teacher with the most years of

employment as a licensed teacher in the district **as compared to other teachers in the same licensure**

**area and/or specific grade level(s)** shall prevail. Length of service in a non-certified position shall not

count for the purpose of length of service for a licensed position. Total years of service to the district shall

include non-continuous years of service. Working fewer than 120 days in a school year shall not

constitute a year.

In the event that two employees subject to a RIF have the same length of service, the employee with the

highest number of points as determined by the schedule contained in this policy shall be retained. The

teacher with the fewest points will be laid off first. In the event two or more employees have the same

number of points, the teacher(s) shall be retained whose name(s) appear first in the board’s minutes of the

date of hire. There is no right or implied right for any teacher to ―bump‖ or displace any other teacher.



Graduate degree in any area of licensure in which the teacher will be ranked (only the highest

level of points apply)

1 point—Master’s degree

2 points—Master’s degree plus thirty additional hours

3 points—Educational specialist degree

4 points—Doctoral degree



National Board of Professional Teaching Standards certification—3 points



Additional academic content areas of endorsement as identified by the state board—1 point per

area



Certification for teaching in a state board identified shortage area—2 points



Multiple areas and/or grade levels of licensure as identified by the state board—1 point per

additional area or grade level as applicable

4

All points awarded must be verified by documents on file with the District by October 1 of the current

school year. Each teacher’s points shall be totaled with teachers ranked by the total points from highest to

lowest. All teachers shall receivea listing of licensed personnel with corresponding point totals. Upon

receipt of the list, each teacher has ten (10) working days within which to appeal his or her assignment of

points with the superintendent whose decision shall be final.

A teacher with full licensure in a position shall prevail over a teacher with greater points but who is

lacking full licensure in that subject area. ―Full licensure‖ means a permanent, non-contingent license to

teach in a subject area or grade level, in contrast with a license that is provisional, temporary, or

conditional on the fulfillment of additional course work or passing exams or any other requirement of the

Arkansas Department of Education, other than the attainment of professional development training.

Pursuant to any reduction in force brought about by consolidation or annexation and as a part of it, the

salaries of all teachers will be brought into compliance, by a partial RIF if necessary, with the receiving

district’s salary schedule. Further adjustments will be made if length of contract or job assignments

**3**

change. A Partial RIF may also be conducted in conjunction with any job reassignment whether or not it

is conducted in relation to an annexation or consolidation.

If a teacher is non-renewed under this policy, he or she shall be offered an opportunity to fill a vacancy for

which he or she is qualified for a period of up to two (2) years. The non-renewed teacher shall be recalled

for a period of two (2) years in reverse order of the layoff to any position for which he or she is qualified.

Notice of vacancies shall be by certified mail and the non-renewed teachers shall have 10 working days

from the date that the notification is received in which to accept the offer of a position. A lack of response

or a teacher's refusal of a position shall end the district’s obligation to replace the laid-off teacher.

**SECTION TWO**

In the event the district is involved in an annexation or consolidation, teachers from all the districts

involved will be ranked according to years of service, licensure, degrees, and training. A year of teaching

at an annexed or consolidated district will be counted the same as a year at the receiving or resulting

district. No credit for years of service will be given at other public or private schools, or for higher

education or Educational Service Cooperative employment.

The superintendent shall mail or have hand-delivered the notification to such employee of his intention to

recommend non-renewal or termination pursuant to a reduction in force within ninety (90) days of the

effective date of the annexation or consolidation in order to effect the provisions of this section of the

Strong-Huttig District’s reduction-in-force policy. Any such employees who are non-renewed or

terminated pursuant to Section Two are not subject to recall notwithstanding any language in any other

section of this policy. Any such employees shall be paid at the rate for each person on the appropriate

level on the salary schedule of the annexed or consolidated district during those ninety (90) days and/or

through the completion of the reduction-in-force process.

This subsection of the reduction-in-force policy shall not be interpreted to provide that the superintendent

must wait ninety (90) days from the effective date of the annexation or consolidation in order to issue

5

notification of his intention to recommend dismissal through reduction-in-force, but merely that the

superintendent has that period of time in which to issue notification so as to be able to invoke the

provisions of this section.

The intention of this section is to ensure that those Strong-Huttig District employees who are employed

prior to the annexation or consolidation shall not be displaced by employees of the annexed or

consolidated district by application of the reduction-in-force policy.

Legal Reference:

A.C.A. § 6-17-2407

Date Adopted: 08-20-07

Last Revised:

6

3.5—CERTIFIED PERSONNEL CONTRACT — RETURN

An employee shall have thirty (30) days from the date of the receipt of his contract for the following

school year in which to return the contract, signed, to the office of the Superintendent. The date of receipt

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

Failure of an employee to return the signed contract to the office of the Superintendent within thirty (30)

days of the receipt of the contract shall operate as a resignation by the employee. No further action on the

part of the employee, the Superintendent, or the School Board shall be required in order to make the

employee’s resignation final.

Legal Reference:

A.C.A. § 6-17-1506(c)(1)

Date Adopted: 08-20-07

Last Revised:

7

**3.6—CERTIFIED PERSONNEL EMPLOYEE TRAINING**

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

supervisor.

The District shall develop and implement a plan for the professional development of its certified

employees. The district’s plan shall, in part, align district resources to address the professional

development activities identified in each school’s ACSIP. The plan shall describe how the district’s

categorical funds will be used to address deficiencies in student performance and any identified academic

achievement gaps between groups of students. At the end of each school year, the district shall evaluate

the professional development activities’ effectiveness in improving student performance and closing

achievement gaps.

Each certified employee shall receive a minimum of sixty (60) hours of professional development

**1**

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.

Certified employees who are prevented from obtaining the required professional development hours due

to their illness or the illness of an immediate family member as defined in A.C.A. § 6-17-1702 have until

the end of the following school year to make up the deficient hours. This extension does not absolve the

employee from also obtaining the following year’s required 60 hours of professional development.

The goal of all professional development activities shall be improved student achievement and academic

performance that results in individual, school-wide, and system-wide improvement designed to ensure

that all students demonstrate proficiency on the state criterion-referenced assessments. The district’s

professional development plan shall demonstrate scientifically research-based best practice, and shall be

based on student achievement data and in alignment with applicable ADE Rules and/or Arkansas code.

Teachers and administrators shall be involved in the design, implementation, and evaluation of the plan

for their own professional development. The results of the evaluation made by the participants in each

program shall be used to continuously improve the district’s professional development offerings and to

revise the school improvement plan.

Flexible professional development hours (flex hours) are those hours which an employee is allowed to

substitute professional development activities, different than those offered by the district, but which still

meet criteria of either the employee’s Individual Improvement Plan or the school’s ACSIP, or both. The

district shall determine on an annual basis how many, if any, flex hours of professional development it

will allow to be substituted for district scheduled professional development offerings. The determination

may be made at an individual building, a grade, or by subject basis. The district administration and the

building principal have the authority to require attendance at specific professional development activities.

Employees must receive advance approval from the building principal for activities they wish to have

qualify for flex professional development hours. To the fullest extent possible, professional development

activities are to be scheduled and attended such that teachers do not miss their regular teaching

assignments. Six (6) approved flex hours credited toward fulfilling the sixty (60) hour requirement shall

equal one contract day. Hours of professional development earned by an employee that is not at the

request of the district and is in excess of sixty (60) or not pre-approved by the building principal shall not

8

**2**

be credited toward fulfilling the required number of contract days for that employee. Hours earned that

count toward the required sixty (60) also count toward the required number of contract days for that

employee. Employees shall be paid their daily rate of pay for professional development hours earned at

the request of the district that necessitate the employee work more than the number of days required by

their contract.

Teachers and administrators who, for any reason, miss part or all of any scheduled professional

development activity they were required to attend, must make up the required hours in comparable

activities which are to be pre-approved by the building principal.

To receive credit for his/her professional development activity each employee is responsible for obtaining

and submitting documents of attendance, *or completion* for each professional development activity he/she

attends. Documentation is to be submitted to the building principal or designee.

Teachers and administrators are required to obtain sixty (60) hours of approved professional development

annually over a five-year period as part of licensure renewal requirements. At least six (6) of the sixty (60)

annual hours shall be in the area of educational technology.

Teachers are required to receive at least two hours annually of their sixty (60) required hours of

professional development designed to enhance their understanding of effective parental involvement

strategies.

Teachers who provide instruction in Arkansas history shall receive at least two (2) hours of professional

development in Arkansas history as part of the sixty (60) hours required annually.

Personnel who are likely to use automated external defibrillators shall receive the training required by

Rule. Such training shall count toward the required annual hours of professional development.

Administrators are required to receive at least three hours annually of their sixty (60) required hours of

professional development designed to enhance their understanding of effective parental involvement

strategies and the importance of administrative leadership in setting expectations and creating a climate

conducive to parental participation. Each administrator’s professional development is required to also

include training in data disaggregation, instructional leadership and fiscal management.

Teachers required by the superintendent, building principal, or their designee to take approved training

related to teaching an advance placement class for a subject covered by the College Board and

Educational Testing Service shall receive up to thirty (30) hours of credit toward the sixty (60) hours of

professional development required annually.

Certified personnel may earn up to twelve (12) hours of professional development for time they are

required to spend in their instructional classroom, office or media center prior to the first day of

student/teacher interaction **provided** the time is spent in accordance with the state law and current ADE

rules that deal with professional development. The hours may be earned through online professional

development approved by the ADE provided the professional development relates to the district’s ACSIP

and the teacher’s professional growth plan.

9

Teachers are eligible to receive fifteen (15) professional development hours for a college course that

meets the criteria identified in law and the applicable ADE rules. The board shall determine if the hours

earned apply toward the required sixty (60). A maximum of thirty (30) hours may be applied toward the

sixty (60) hours of professional development required annually.

Employees who do not receive or furnish documentation of the required annual professional development

jeopardize the accreditation of their school and academic achievement of their students. Failure of an

employee to receive sixty (60) hours of professional development in any given year, unless due to illness

as permitted by law, shall be grounds for disciplinary action up to and including termination.

Approved professional development activities may include conferences, workshops, institutes, individual

learning, mentoring, peer coaching, study groups, National Board for Professional Teaching Standards

Certification, distance learning, internships, district/school programs, and approved college/university

course work. Professional development activities should be consistent with the objectives developed by

the National Staff Development Council Standards.

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.

Legal References:

Arkansas State Board of Education: Standards of Accreditation 15.04

ADE Rules Governing Professional Development

A.C.A

A.C.A. § 6-15-404(f)(2)

A.C.A. § 6-17-703

A.C.A. § 6-17-704

A.C.A. § 6-17-705

A.C.A. § 6-15-1004(c)

A.C.A. § 6-15-1703

A.C.A. § 6-20-2303(14)

Date Adopted: 08-20-07

Last Revised: 08-\*\*-09

10

**3.7—CERTIFIED PERSONNEL DRUG TESTING**

**Scope of Policy**

Each person hired for a position which allows or requires that the employee operate any type of motor

vehicle which is privately owned and operated for compensation, or which is owned, leased or otherwise

operated by, or for the benefit of the District, and is operated for the transportation of children to or from

**1**

school or school sponsored activity shall undergo a physical examination, including a drug test. Each

person’s initial employment for a job entailing a safety sensitive function is conditioned upon the district

**2**

receiving a negative drug test result for that employee. The offer of employment is also conditioned upon

the employee’s signing an authorization for the request for information by the district from the

**3**

Commercial Driver Alcohol and Drug Testing Database.

**Methods of Testing**

The collection, testing methods and standards shall be determined by the agency or other medical

organizations chosen by the School Board to conduct the collection and testing of samples. The drug and

alcohol testing is to be conducted by a laboratory certified pursuant to the most recent guidelines issued

by the United States Department of Health and Human Services for such facilities. (―Mandatory

Guidelines for Federal Workplace Drug Testing Programs‖).

**Definition**

Safety sensitive function includes:

a) All time spent inspecting, servicing, and/or preparing the vehicle;

b) All time spent driving the vehicle;

c) All time spent loading or unloading the vehicle or supervising the loading or unloading of the vehicle;

and

d) All time spent repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

**Requirements**

Employees shall be drug and alcohol free from the time the employee is required to be ready to work until

the employee is relieved from the responsibility for performing work and/or any time they are performing

a safety-sensitive function. In addition to the testing required as an initial condition of employment,

employees shall submit to subsequent drug tests as required by law and/or regulation. Subsequent testing

includes, and/or is triggered by, but is not limited to:

1. Random tests;

2. Testing in conjunction with an accident;

3. Receiving a citation for a moving traffic violation; and

4. Reasonable suspicion.

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**Prohibitions**

A. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive

functions while having an alcohol concentration of 0.04 or greater;

B. No driver shall use alcohol while performing safety-sensitive functions;

C. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol;

D. No driver required to take a post-accident alcohol test under # 2 above shall use alcohol for eight (8)

hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs

first;

E. No driver shall refuse to submit to an alcohol or drug test in conjunction with # 1, 2, and/or 4 above;

F. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive

functions when using any controlled substance, except when used pursuant to the instructions of a

licensed medical practitioner, knowledgeable of the driver’s job responsibilities, who has advised the

driver that the substance will not adversely affect the driver’s ability to safely operate his/her vehicle.

It is the employee’s responsibility to inform his/her supervisor of the employee’s use of such

medication;

G. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver

tests positive or has adulterated or substituted a test specimen for controlled substances.

Violation of any of these prohibitions may lead to disciplinary action being taken against the employee,

which could include termination or non-renewal.

**Testing for Cause**

Drivers involved in an accident in which there is a loss of another person’s life shall be tested for alcohol

and controlled substances as soon as practicable following the accident. Drivers shall also be tested for

alcohol within eight (8) hours and for controlled substances within thirty two (32) hours following an

accident for which they receive a citation for a moving traffic violation if the accident involved: 1) bodily

injury to any person who, as a result of the injury, immediately receives medical treatment away from the

scene of the accident, or 2) one or more motor vehicles incurs disabling damage as a result of the accident

requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

**Refusal to Submit**

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



Failed to appear for any test within a reasonable period of time as determined by the employer

consistent with applicable Department of Transportation agency regulation;



Failed to remain at the testing site until the testing process was completed;



Failed to provide a urine specimen for any required drug test;



Failed to provide a sufficient amount of urine without an adequate medical reason for the failure;



Failed to undergo a medical examination as directed by the Medical Review Officer as part of the

verification process for the previous listed reason;



Failed or declined to submit to a second test that the employer or collector has directed the driver to

take;

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

Failed to cooperate with any of the testing process; and/or



Adulterated or substituted a test result as reported by the Medical Review Officer.

**Consequences for Violations**

Drivers who engage in any conduct prohibited by this policy, who refuse to take a required drug or

alcohol test, refuse to sign the request for information required by law, or who exceed the acceptable

limits for the respective tests shall no longer be allowed to perform safety sensitive functions. Actions

regarding their continued employment shall be taken in relation to their inability to perform these

functions and could include termination or non-renewal of their contract of employment.

Drivers who exhibit signs of violating the prohibitions of this policy relating to alcohol or controlled

substances shall not be allowed to perform or continue to perform safety-sensitive functions if they

exhibit those signs during, just preceding, or just after the period of the work day that the driver is

required to be in compliance with the provisions of this policy. This action shall be based on specific,

contemporaneous, articulatable observations concerning the behavior, speech, or body odors of the driver.

The Superintendent or his/her designee shall require the driver to submit to ―reasonable suspicion‖ tests

for alcohol and controlled substances. The direction to submit to such tests must be made just before, just

after, or during the time the driver is performing safety-sensitive functions. If circumstances prohibit the

testing of the driver the Superintendent or his/her designee shall remove the driver from reporting for, or

remaining on, duty for a minimum of 24 hours from the time the observation was made triggering the

driver’s removal from duty.

If the result for an alcohol test administered to a driver is equal to or greater than 0.02, but less than 0.04,

the driver shall be prohibited from performing safety-sensitive functions for a period not less than 24

hours from the time the test was administered. Unless the loss of duty time triggers other employment

consequence policies, no further other action against the driver is authorized by this policy for test results

showing an alcohol concentration of less than 0.04.

Legal Reference:

A.C.A. § 6-19-108

A.C.A. § 27-23-201 et seq.

49 C.F.R. § 382-101 – 605

49 C.F.R. § part 40

Arkansas Division of Academic Facilities and Transportation Rules

Governing Maintenance and Operations of Arkansas Public School Buses

and Physical Examinations of School Bus Drivers

Date Adopted: 08-20-07

Last Revised:

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**3.8—CERTIFIED PERSONNEL SICK LEAVE**

**Definitions**

1. ―Employee‖ is a full-time employee of the District.

2. ―Sick Leave‖ is absence from work due to illness, whether by the employee or a member of the

employee’s immediate family, or due to a death in the family. The principal shall determine whether

sick leave will be approved on the basis of a death outside the immediate family of the employee.

3. ―Current Sick Leave‖ means those days of sick leave for the current contract year, which leave is

granted at the rate of one day of sick leave per contracted month, or major part thereof.

4. ―Accumulated Sick Leave‖ is the total of unused sick leave, up to a maximum of ninety (90) days

accrued from previous contract, but not used.

5. ―Immediate family‖ means an employee’s spouse, child, parent, sibling, grandchild, grandparent,

mother-in-law, father-in-law, brother-in-law, sister-in-law, or any other relative provided the other

relative lives in the same household as the teacher.

**Sick Leave**

The principal has the discretion to approve sick leave for an employee to attend the funeral of a person

who is not related to the employee, under circumstances deemed appropriate by the principal. Such

approved sick leave shall not exceed one-half day.

Pay for sick leave shall be at the employee’s daily rate of pay, which is that employee’s total contracted

salary, divided by the number of days employed as reflected in the contract. Absences for illness in excess

of the employee’s accumulated and current sick leave shall result in a deduction from the employee’s pay

at the daily rate as defined above.

At the discretion of the principal (or Superintendent), the District may require a written statement of the

employee’s physician. Failure to provide such documentation of illness may result in sick leave not being

paid, or in dismissal.

Should a teacher be absent frequently during a school year, and if such a pattern of absences continues, or

is reasonably expected to continue, the Superintendent may relieve the teacher of his assignment (with

Board approval) and assign the teacher substitute duty at the teacher’s daily rate of pay. Should the

teacher fail, or otherwise be unable, to report for substitute duty when called, the teacher will be charged a

day of sick leave, if available.

Excessive absenteeism, whatever the cause, to the extent that the employee is not carrying out his

assigned duties to an extent that the education of students is substantially adversely affected (at the

determination of the principal or Superintendent) may result in dismissal.

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Legal References:

A.C.A. § 6-17-1201 et seq.

Date Adopted 08-20-07:

Last Revised: 06-15-09

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**3.10—CERTIFIED PERSONNEL PLANNING TIME**

A master schedule shall be created by the building level principalindicating when each teacher’s planning

period and scheduled lunch period will be. Planning time is for the purpose of scheduling conferences,

instructional planning, and preparation. Each teacher will have the ability to schedule these activities

during his/her designated planning time. Teachers may not leave campus during their planning time

without prior permission from their building level supervisor.

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

student instructional day unless a teacher requests, in writing, to have his/her planning time occur outside

of the student instructional day. For the purposes of this policy, the student instructional day means the

time that students are required to be present at school.

Legal Reference:

ACA § 6-17-114 (a)(d)

Date Adopted: 08-20-07

Last Revised:

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**3.11—CERTIFIED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE**

**Personal Leave**

For the district to function efficiently and have the necessary personnel present to effect a high achieving

learning environment, employee absences need to be kept to a minimum. The district acknowledges that

there are times during the school year when employees have personal business that needs to be addressed

during the school day. Each full-time employee shall be allowed up to 2 days of personal leave per

semester per contract year. The leave may be taken in increments of no less than ½ day.

Employees shall take personal leave or leave without pay for those absences which are not due to

attendance at school functions and do not qualify for other types of leave (for sick leave see Policy 3.9, for

professional leave see below).

School functions, for the purposes of this policy, means:

1. Athletic or academic events related to the school district; and

2. Meetings and conferences related to education.

For employees other than the superintendent, the determination of what activities meet the

definition of a school function shall be made by the employee’s immediate supervisor or

designee. For the superintendent, the school board of directors shall determine what activities

meet the definition of a school function. In no instance shall paid leave in excess of allotted

vacation days and/or personal days be granted to an employee who is absent from work while

receiving remuneration from another source as compensation for the reason for their absence.

Any employee desiring to take personal leave may do so by making a written request to his supervisor *at*

*least twenty-four (24) hours prior* to the time of the requested leave. The twenty-four hour requirement

may be waived by the supervisor when the supervisor deems it appropriate.

Employees who fail to report to work when their request for a personal day has been denied or who have

exhausted their allotted personal days, shall lose their daily rate of pay for the day(s) missed (leave

without pay). While there are instances where personal circumstances necessitate an employee’s absence

beyond the allotted days of sick and/or personal leave, any employee who requires leave without pay

must receive advance permission (except in medical emergencies) from their immediate supervisor.

Failure to report to work without having received permission to be absent is grounds for discipline, up to

and including termination.

**Professional Leave**

―Professional Leave‖ is leave granted for the purpose of enabling an employee to participate in

professional activities (e.g., teacher workshops or serving on professional committees) which can serve to

improve the school district’s instructional program or enhances the employee’s ability to perform his

duties. Professional

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leave will also be granted when a school district employee is subpoenaed for a matter arising out of the

employee’s employment with the school district. Any employee seeking professional leave must make a

written request to his immediate supervisor, setting forth the information necessary for the supervisor to

make an informed decision. The supervisor’s decision is subject to review and overruling by the

superintendent. Budgeting concerns and the potential benefit for the district’s students will be taken into

consideration in reviewing a request for professional leave.

Applications for professional leave should be made as soon as possible following the employee’s

discerning a need for such leave, but, in any case, no less than two (2) weeks before the requested leave is

to begin, if possible.

If the employee does not receive or does not accept remuneration for their participation in the professional

leave activity and a substitute is needed for the employee, the district shall pay the full cost of the

substitute. If the employee receives and accepts remuneration for their participation in the professional

leave activity (e.g. scholastic audits or praxis assessments), the employee shall forfeit his/her daily rate of

pay from the district for the time the employee misses. The cost of a substitute, if one is needed, shall be

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paid by the employee/district .

Legal Reference:

A.C.A. § 6-17-211

Date Adopted: 08-20-07

Last Revised 06-15-09

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**3.12—CERTIFIED PERSONNEL RESPONSIBILITIES IN DEALING WITH**

**SEX OFFENDERS ON CAMPUS**

Individuals who have been convicted of certain sex crimes must register with law enforcement as sex

offenders. Arkansas law places restrictions on sex offenders with a Level 1 sex offender having the least

restrictions (lowest likelihood of committing another sex crime), and Level 4 sex offenders having the

most restrictions (highest likelihood of committing another sex crime).

While Levels 1 and 2 place no restrictions prohibiting the individual’s presence on a school campus,

Levels 3 and 4 have specific prohibitions. These are specified in Policy 6.10—SEX OFFENDERS ON

CAMPUS (MEGAN’S LAW) and it is the responsibility of district staff to know and understand the

policy and, to the extent requested aid school administrators in enforcing the restrictions placed on

campus access to Level 3 and Level 4 sex offenders.

It is the intention of the board of directors that district staff not stigmatize students whose parents or

guardians are sex offenders while taking necessary steps to safeguard the school community and comply

with state law. Each school’s administration should establish procedures so attention is not drawn to the

**1**

accommodations necessary for registered sex offender parents or guardians.

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

Notes

**1**

For example, if a sex offender parent will arrive for conferences at the same time as other

parents, staff should escort additional parents to their student’s classroom, not just the sex

offender parent. All principals, designees, and school employees who will or may have contact

with the sex offender parents shall be required to keep confidential both the sex offender status

and sex offender accommodations made for a parent.

Legal Reference:

A.C.A. § 12-12-913 (g) (2)

Arkansas Department of Education Guidelines for ―Megan’s Law‖

A.C.A. § 5-14-131

Date Adopted: 08-20-07

Last Revised:

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**3.13—CERTIFIED PERSONNEL PUBLIC OFFICE**

An employee of the District who is elected to the Arkansas General Assembly or any elective or

appointive public office (not legally constitutionally inconsistent with employment by a public school

district) shall not be discharged or demoted as a result of such service.

No paid leave will be granted for the employee’s participation in such public office. The employee may

receive pay for personal leave or vacation (if applicable), if approved in advance by the Superintendent,

during his absence.

Prior to taking leave, and as soon as possible after the need for such leave is discerned by the employee,

he must make written request for leave to the Superintendent, setting out, to the degree possible, the dates

such leave is needed.

An employee who fraudulently requests sick leave for the purpose of taking leave to serve in public office

may be subject to nonrenewal or termination of his employment contract.

Legal Reference:

A.C.A. § 6-17-115

Date Adopted: 08-20-07

Last Revised:

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**3.14—CERTIFIED PERSONNEL JURY DUTY**

Employees are not subject to discharge, loss of sick leave, loss of vacation time or any other penalty due

to absence from work for jury duty, upon giving reasonable notice to the District through the employee’s

immediate supervisor.

The employee must present the original (not a copy) summons to jury duty to his supervisor in order to

confirm the reason for the requested absence.

Employees shall receive their regular pay from the district while serving jury duty, and shall reimburse

the district from the stipend they receive for jury duty, up to, but not to exceed, the cost of the substitute

hired to replace the employee in his/her absence.

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Legal Reference:

A.C.A. § 16-31-106

Date Adopted: 08-20-07

Last Revised:

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**3.15—CERTIFIED PERSONNEL LEAVE — INJURY FROM ASSAULT**

Any teacher who, while in the course of their employment, is injured by an assault or other violent act;

while intervening in a student fight; while restraining a student; or while protecting a student from harm,

shall be granted a leave of absence for up to one (1) year from the date of the injury, with full pay.

A leave of absence granted under this policy shall not be charged to the teacher’s sick leave.

In order to obtain leave under this policy, the teacher must present documentation of the injury from a

physician, with an estimate for time of recovery sufficient to enable the teacher to return to work, and

written statements from witnesses (or other documentation as appropriate to a given incident) to prove

that the incident occurred in the course of the teacher’s employment.

Legal Reference:

A.C.A. § 6-17-1209

Date Adopted: 08-20-07

Last Revised:

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**3.16—CERTIFIED PERSONNEL REIMBURSEMENT FOR PURCHASE OF**

**SUPPLIES**

Prekindergarten through sixth grade teachers shall be allotted the amount required by law per student

enrolled in the teacher’s class to be used for the purchase of classroom supplies and class activities. The

amount shall be credited to an account from which the teacher shall be reimbursed for his/her covered

purchases to the extent funds are available in the account. For the purposes of this policy, pre-

kindergarten through sixth grade teachers shall be eligible for the allotted supply reimbursement for those

students enrolled in the teacher’s class for more than 50% of the school day at the end of the first three

months of the school year.

Teachers may purchase supplies and supplementary materials from the district at the district’s cost to take

advantage of the school’s bulk buying power. To do so, teachers shall complete and have approved by the

Superintendent a purchase order for supplies which will then be purchased on the teacher’s behalf by the

school and subtracted from the teacher’s total supply and material allocation. Teachers may also purchase

materials and supplies using their own funds and apply for reimbursement by submitting itemized

receipts. Receipts totaling less than $ 500.00 will be held until total receipts are equal to or greater than

$500.00 Supplies and materials purchased with school funds, or for which the teacher is reimbursed with

school funds, are school property, and should remain on school property.

Legal Reference:

A.C.A. § 6-21-303(b)(1)

Date Adopted: 08-20-07

Last Revised:

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**3.17—INSULT OR ABUSE OF CERTIFIED PERSONNEL**

Employees are protected from abusive language and conduct by state law. An employee may report to the

police any language which is calculated to:

1. Cause a breach of the peace;

2. Materially and substantially interfere with the operation of the school; and/or

3. Arouse the person to whom the language is addressed to anger, to the extent likely to cause imminent

retaliation.

Legal Reference:

A.C.A. § 6-17-106

Date Adopted: 08-20-07

Last Revised:

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**3.18—CERTIFIED PERSONNEL OUTSIDE EMPLOYMENT**

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

An employee may not accept employment outside of his district employment which will interfere, or

otherwise be incompatible with the District employment, including normal duties outside the regular

work day; nor shall an employee accept other employment which is inappropriate for an employee of a

public school.

The Superintendent, or his designee(s), shall be responsible for determining whether outside employment

is incompatible, conflicting or inappropriate.

Legal Reference:

A.C.A. § 6-24-106, 107, 111

Date Adopted: 08-20-07

Last Revised:

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**3.19—CERTIFIED PERSONNEL EMPLOYMENT**

All prospective employees must fill out an application form provided by the District, in addition to any

resume provided, all of which information is to be placed in the personnel file of those employed.

If the employee provides false or misleading information, or if he withholds information to the same

effect, it may be grounds for dismissal.

The Strong-Huttig School District is an equal opportunity employer and shall not discriminate on the

grounds of race, color, religion, national origin, sex, age, or disability.

Date Adopted: 08-20-07

Last Revised:

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**3.20—CERTIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES**

Employees shall be reimbursed for personal and/or travel expenses incurred while performing duties or

attending workshops or other employment-related functions, provided that prior written approval for the

activity for which the employee seeks reimbursement has been received from the Superintendent,

principal (or other immediate supervision with the authority to make school approvals), or the appropriate

designee of the Superintendent and that the teacher’s attendance/travel was at the request of the district.

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

approval.

Reimbursement claims must be made on forms provided by the District and must be supported by

appropriate, original receipts. Copies of receipts or other documentation are not acceptable, except in

extraordinary circumstances.

Date Adopted: 08-20-07

Last Revised:

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**3.21—CERTIFIED PERSONNEL TOBACCO USE \***

Smoking or the use of tobacco, or products containing tobacco in any form, in or on any property owned

or leased by the district, including buses or other school vehicles, is prohibited.

Legal Reference:

A.C.A. § 6-21-609

Date Adopted: 08-20-07

Last Revised:

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**3.22—DRESS OF CERTIFIED EMPLOYEES**

All employees of Strong Huttig School District ore expected to dress in an appropriate and professional

manner.



Clothing should be neat and clean



No ―flip-flops‖. (See building administrator for clarification.)



Stretch pants/tights are only to be worn with an appropriate length top.



Overalls or similar clothing is not allowed.



No blue jeans. Colored denim is acceptable.



Shoulders must be covered. (No ―tank‖ tops.)

The administration reserves the right to amend/clarify the dress code if circumstances require. Exceptions

to the dress code may be granted by the building administrator for certain occasions.

Date Adopted: 08-20-07

Last Revised: 06-15-09

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3.23—CERTIFIED PERSONNEL POLITICAL ACTIVITY

Employees are free to engage in political activity outside of work hours to the extent that it does not affect

the performance of their duties or adversely affect important working relationships.

It is specifically forbidden for employees to engage in political activities on the school grounds or during

work hours. The following activities are forbidden on school property:

1. Using students for preparation or dissemination of campaign materials;

2. Distributing political materials;

3. Distributing or otherwise seeking signatures on petitions of any kind;

4. Posting political materials; and

5. Discussing political matters with students, in the classroom, in other than circumstances appropriate

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

Date Adopted: 08-20-07

Last Revised:

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**3.24—CERTIFIED PERSONNEL DEBTS**

All employees are expected to meet their financial obligations. If an employee writes ―hot‖ checks or has

his income garnished, dismissal may result.

An employee will not be dismissed for having been the subject of one (1) garnishment. However, a

second or third garnishment may result in dismissal.

At the discretion of the Superintendent, he or his designee may meet with an employee who has received

a second garnishment for the purpose of warning the employee that a third garnishment will result in a

recommendation of dismissal to the School Board.

At the discretion of the Superintendent, a second garnishment may be used as a basis for a recommended

dismissal. The Superintendent may take into consideration other factors in deciding whether to

recommend dismissal based on a second garnishment. Those factors may include, but are not limited to,

the amount of the debt, the time between the first and the second garnishment, and other financial

problems which come to the attention of the District.

Date Adopted: 08-20-07

Last Revised:

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**3.25—CERTIFIED PERSONNEL GRIEVANCES**

The purpose of this policy is to provide an orderly process for employees to resolve, at the lowest possible

level, their concerns related to the personnel policies or salary payments of this district.

**Definitions**

Grievance: a claim or concern related to the interpretation, application, or claimed violation of the

personnel policies, including salary schedules, federal or state laws and regulations, or terms or conditions

of employment, raised by an individual employee of this school district. Other matters for which the

means of resolution are provided or foreclosed by statute or administrative procedures shall not be

considered grievances. Specifically, no grievance may be entertained against a supervisor for directing,

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instructing, reprimanding, or ―writing up‖ an employee under his/her supervision. A group of employees

who have the same grievance may file a group grievance.

Group Grievance: A grievance may be filed as a group grievance if it meets the following criteria:

(meeting the criteria does not ensure that the subject of the grievance is, in fact, grievable)

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

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grievance using the bottom half of the Level Two Grievance Form which he/she will submit to the

building principal or, in the event that the employee’s immediate supervisor is the building principal, the

superintendent.

Level Two (when appeal is to the building principal): Upon receipt of a Level Two Grievance Form, the

building principal will have ten working days to schedule a conference with the employee filing the

grievance. The principal shall offer the employee an opportunity to have a witness or representative who

is not a member of the employee’s immediate family present at their conference. After the conference, the

principal will have ten working days in which to deliver a written response to the grievance to the

employee. If the grievance is not advanced to Level Three within five working days the matter will be

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

Level Two (when appeal is to the superintendent): Upon receipt of a Level Two Grievance Form, the

superintendent will have ten working days to schedule a conference with the employee filing the

grievance. The superintendent shall offer the employee an opportunity to have a witness or representative

who is not a member of the employee’s immediate family present at their conference. After the

conference, the superintendent will have ten working days in which to deliver a written response to the

grievance to the employee.

Level Three: If the proper recipient of the Level Two Grievance was the building principal, and the

employee remains unsatisfied with the written response to the grievance, the employee may advance the

grievance to the superintendent by submitting a copy of the Level Two Grievance Form and the

principal’s reply to the superintendent within five working days of his/her receipt of the principal’s reply.

The superintendent will have ten working days to schedule a conference with the employee filing the

grievance. The superintendent shall offer the employee an opportunity to have a witness or representative

who is not a member of the employee’s immediate family present at their conference. After the

conference, the superintendent will have ten working days in which to deliver a written response to the

grievance to the employee.

Appeal to the Board of Directors: An employee who remains unsatisfied by the written response of the

superintendent may appeal the superintendent’s decision to the Board of Education within five working

days of his/her receipt of the Superintendent’s written response by submitting a written request for a

**2**

board hearing to the superintendent . If the grievance is not appealed to the Board of Directors within five

working days of his/her receipt of the superintendent’s response, the matter will be considered resolved

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

The school board will address the grievance at the next regular meeting of the school board, unless the

employee agrees in writing to an alternate date for the hearing. After reviewing the Level Two Grievance

Form and the superintendent’s reply, the board will decide if the grievance, on its face, is grievable under

district policy. If the grievance is presented as a ―group grievance,‖ the Board shall first determine if the

composition of the group meets the definition of a ―group grievance.‖ If the Board determines that it is a

group grievance, the Board shall then determine whether the matter raised is grievable. If the Board rules

the composition of the group does not meet the definition of a group grievance, or the grievance, whether

group or individual, is not grievable, the matter shall be considered closed. (Individuals within the

disallowed group may choose to subsequently refile their grievance as an individual grievance beginning

with Level One of the process.)If the Board rules the grievance to be grievable, they shall immediately

commence a hearing on the grievance. All parties have the right to representation by a person of their own

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choosing who is not a member of the employee’s immediate family at the appeal hearing before the

Board of Directors. The employee shall have no less than 90 minutes to present his/her grievance, unless

a shorter period is agreed to by the employee, and both parties shall have the opportunity to present and

question witnesses. The hearing shall be open to the public unless the employee requests a private

hearing. If the hearing is open, the parent or guardian of any student

under the age of eighteen years who gives testimony may elect to have the student’s testimony given in

closed session. At the conclusion of the hearing, if the hearing was closed, the Board of Directors may

excuse all parties except board members and deliberate, by themselves, on the hearing. At the conclusion

of an open hearing, board deliberations shall also be in open session unless the board is deliberating the

employment, appointment, promotion, demotion, disciplining, or resignation of the employee. A decision

on the grievance shall be announced no later than the next regular board meeting.

**Records**

Records related to grievances will be filed separately and will not be kept in, or made part of, the

personnel file of any employee.

**Reprisals**

No reprisals of any kind will be taken or tolerated against any employee because he/she has filed or

advanced a grievance under this policy.

Legal Reference:

A.C.A. § 6-17-208, 210

Date Adopted: 08-20-07

Last Revised:

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**3.25F—CERTIFIED PERSONNEL LEVEL TWO GRIEVANCE FORM**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date submitted to supervisor: \_\_\_\_\_\_\_\_\_\_\_\_

Personnel Policy grievance is based upon:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Grievance (be specific): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

What would resolve your grievance?

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Supervisor’s Response

Date submitted to recipient: \_\_\_\_\_\_\_\_\_\_\_\_

Date Adopted: 08-20-07

Last Revised:

35

**3.26—CERTIFIED PERSONNEL SEXUAL HARASSMENT**

The Strong-Huttig School District is committed to having an academic and work environment in which

all students and employees are treated with respect and dignity. Student achievement and amicable

working relationships are best attained in an atmosphere of equal educational and employment

opportunity that is free of discrimination. Sexual harassment is a form of discrimination that undermines

the integrity of the educational environment and will not be tolerated.

Believing that prevention is the best policy, the district will periodically inform students and employees

about the nature of sexual harassment, the procedures for registering a complaint, and the possible redress

that is available. The information will stress that the district does not tolerate sexual harassment and that

students and employees can report inappropriate behavior of a sexual nature without fear of adverse

consequences.

It shall be a violation of this policy for any student or employee to be subjected to, or to subject another

person to, sexual harassment as defined in this policy. Any employee found, after an investigation, to

have engaged in sexual harassment will be subject to disciplinary action up to, and including, termination.

Sexual harassment refers to unwelcome sexual advances, requests for sexual favors, or other personally

offensive verbal, visual, or physical conduct of a sexual nature made by someone under any of the

following conditions:

1. Submission to the conduct is made, either explicitly or implicitly, a term or condition of an

individual’s education or employment;

2. Submission to, or rejection of, such conduct by an individual is used as the basis for academic or

employment decisions affecting that individual; and/or

3. Such conduct has the purpose or effect of substantially interfering with an individual’s academic or

work performance or creates an intimidating, hostile, or offensive academic or work environment.

The terms ―intimidating,‖ ―hostile,‖ and ―offensive‖ include conduct of a sexual nature which has the

effect of humiliation or embarrassment and is sufficiently severe, persistent, or pervasive that it limits the

student’s or employee’s ability to participate in, or benefit from, an educational program or activity or

their employment environment.

Within the educational or work environment, sexual harassment is prohibited between any of the

following: students; employees and students; non-employees and students; employees; employees and

non-employees.

Actionable sexual harassment is generally established when an individual is exposed to a pattern of

objectionable behaviors or when a single, serious act is committed. What is, or is not, sexual harassment

will depend upon all of the surrounding circumstances. Depending upon such circumstances, examples of

sexual harassment include, but are not 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.

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Employees who believe they have been subjected to sexual harassment are encouraged to file a complaint

by contacting their immediate supervisor, administrator, or Title IX coordinator who will assist them in

the

complaint process. Under no circumstances shall an employee be required to first report allegations of

sexual harassment to a school contact person if that person is the individual who is accused of the

harassment. To the extent possible, complaints will be treated in a confidential manner. Limited

disclosure may be necessary in order to complete a thorough investigation.

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

form.

Employees who knowingly fabricate allegations of sexual harassment shall be subject to disciplinary

action up to and including termination.

Individuals, who withhold information, purposely provide inaccurate facts, or otherwise hinder an

investigation of sexual harassment shall be subject to disciplinary action up to and including termination.

Legal References:

Title IX of the Education Amendments of 1972, 20 USC 1681, et seq.

Title VII of the Civil Rights Act of 1964, 42 USC 2000-e, et seq.

A.C.A. § 6-15-1005 (b) (1)

Date Adopted: 08-20-07

Last Revised:

37

**3.27—CERTIFIED PERSONNEL SUPERVISION OF STUDENTS**

All District personnel are expected to conscientiously execute their responsibilities to promote the health,

safety, and welfare of the District’s students under their care. The Superintendent shall direct all principals

to establish regulations ensuring faculty supervision of students throughout the school day and at

extracurricular activities.

Date Adopted: 08-20-07

Last Revised:

38

**3.28—CERTIFIED PERSONNEL COMPUTER USE POLICY**

The Strong-Huttig School District provides computers and/or computer Internet access for many

employees, to assist employees in performing work related tasks. Employees are advised that they enjoy

no expectation of privacy in any aspect of their computer use, including email, and that under Arkansas

law, both email and computer use records maintained by the district are subject to disclosure under the

Freedom of Information Act. Consequently, no employee or student-related reprimands or other

disciplinary communications should be made through e-mail.

Passwords or security procedures are to be utilized as assigned, and confidentiality of student records

relating to personnel is to be maintained at all times. Employees must not disable or bypass security

procedures, disclose passwords to other staff members or students, or grant students access to any

computer not designated for student use. It is the policy of this school district to equip each computer with

Internet filtering software designed to prevent users from accessing material that is harmful to minors.

The designated District Technology Administrator or designee may authorize the disabling of the filter to

enable access by an adult for a bona fide research or other lawful purpose.

Employees who misuse district-owned computers in any way, including excessive personal use, using

computers for personal use during instructional time, using computers to violate any other policy,

knowingly or negligently allowing unauthorized access, or using the computers to access or create

sexually explicit or pornographic text or graphics, will face disciplinary action, up to and including

termination or non-renewal of the employment contract.

Legal References:

(Children’s Internet Protection Act; PL 106-554)

20 USC 6777

47 USC 254 (h)

A.C.A. § 6-21-107

A.C.A. § 6-21-111

Date Adopted: 08-20-07

Last Revised: \*\*\*\*\*\*\*

(Added) *Consequently, no employee or student-related reprimands or other disciplinary communications should be made*

*through e-mail.*

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3.28F—CERTIFIED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT

Name (Please Print)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

School\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_

The \_\_\_\_\_\_\_\_\_\_\_\_\_ School District agrees to allow the employee identified above (―Employee‖) to use

the district’s technology to access the Internet under the following terms and conditions:

1. Conditional Privilege: The Employee’s use of the district’s access to the Internet is a privilege

conditioned on the Employee’s abiding by this agreement.

2. Acceptable Use: The Employee agrees that in using the District’s Internet access he/she will obey all

federal and state laws and regulations. Internet access is provided as an aid to employees to enable them

to better perform their job responsibilities. Under no circumstances shall an Employee’s use of the

District’s Internet access interfere with, or detract from, the performance of his/her job-related duties.

3. Penalties for Improper Use: If the Employee violates this agreement and misuses the Internet, the

Employee shall be subject to disciplinary action up and including termination.

4. ―Misuse of the District’s access to the Internet‖ includes, but is not limited to, the following:

a. using the Internet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by

prevailing community standards;

b. using abusive or profane language in private messages on the system; or using the system to

harass, insult, or verbally attack others;

c. posting anonymous messages on the system;

d. using encryption software;

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

f.

causing congestion of the network through lengthy downloads of files;

g. vandalizing data of another user;

h. obtaining or sending information which could be used to make destructive devices such as guns,

weapons, bombs, explosives, or fireworks;

i.

gaining or attempting to gain unauthorized access to resources or files;

j.

identifying oneself with another person’s name or password or using an account or password of

another user without proper authorization;

k. using the network for financial or commercial gain without district permission;

l.

theft or vandalism of data, equipment, or intellectual property;

m. invading the privacy of individuals;

n. using the Internet for any illegal activity, including computer hacking and copyright or

intellectual property law violations;

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

p. degrading or disrupting equipment or system performance;

q. creating a web page or associating a web page with the school or school district without proper

authorization;

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r.

attempting to gain access or gaining access to student records, grades, or files of students not

under their jurisdiction;

s. providing access to the District’s Internet Access to unauthorized individuals; or

t.

taking part in any activity related to Internet use which creates a clear and present danger of the

substantial disruption of the orderly operation of the district or any of its schools;

u. making unauthorized copies of computer software;

v. personal use of computers during instructional time; or

w. Installing software on district computers without prior approval of technology director or his/her

designee.

5. Liability for debts: Staff shall be liable for any and all costs (debts) incurred through their use of the

District’s computers or the Internet including penalties for copyright violations.

6. No Expectation of Privacy: The Employee signing below agrees that in using the Internet through the

District’s access, he/she waives any right to privacy the Employee may have for such use. The Employee

agrees that the district may monitor the Employee’s use of the District’s Internet Access and may also

examine all system activities the Employee participates in, including but not limited to e-mail, voice, and

video transmissions, to ensure proper use of the system.

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

terms and conditions.

Employee’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_\_\_\_\_\_

Date Adopted: 08-20-07

Last Revised:

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Strong-Huttig Schools

2015-2016 School Calendar

Teacher Professional Development (No Students) (8 days) August 05-13, 2015

First Student Day August 17, 2015

Labor Day - No School September 07, 2015

Parent/Teacher Conferences (3:00-6:00 p.m.) September 15, 2015

Parent/Teacher Conferences (3:00-6:00 p.m.) November 12, 2015

Thanksgiving Holiday - No School November 23-27, 2015

Christmas Holiday - No School December 21, 2015 - January 01, 2016

Return from Christmas January 04, 2016

Martin Luther King, Jr. Day - No School January 18, 2016

Parent/Teacher Conferences (3:00-6:00 p.m.) February 11, 2016

Presidents Day - No School February 15, 2016

Spring Break and Good Friday - No School March 21-25, 2016

Parent/Teacher Conferences (3:00-6:00 p.m.) April 21, 2016

Graduation (Friday - 7:00 p.m.) May 20, 2016

Last Student Day\*\*\*\*\*\* May 23, 2016

Last Teacher Day\*\*\*\*\*\* May 25, 2016

Student Attendance Quarters

Begins Ends

(1) August 17, 2015 October 16, 2015 (44 days)

(2) October 19, 2015 January 08, 2016 (45 days)

(3) January 11, 2016 March 18, 2016 (48 days)

(4) March 21, 2016 May 23, 2016\*\*\*\*\*\* (41 days)

PROGRESS REPORTS REPORT CARDS

September 15, 2015 October 22, 2015

November 12, 2015 January 14, 2016

February 11, 2016 March 31, 2016

April 21, 2016 June 02, 2016

Nine Week/Semester Exams

October 12-16, 2015 - 1st Nine Week Exams

December 14-18, 2015 - First Semester Exams

March 14-18, 2016 - 3rd Nine Week Exams

May 17-20 and May 23, 2016 - Second Semester Exams

\*\*\*\*\*\*The ADE Requires Five (5) Bad-Weather Days Be Scheduled\*\*\*\*\*\*

Actual Last Student Day and Last Teacher Day will be determined by the use of these days.

Bad Weather Days Used Last Student Day Last Teacher Day

0 May 23, 2016 May 25, 2016

1 May 24, 2016 May 26, 2016

2 May 25, 2016 May 27, 2016

3 May 26, 2016 May 31, 2016

4 May 27, 2016 June 01, 2016

5 May 31. 2016 June 02, 2016

**3.30—PARENT-TEACHER COMMUNICATION**

The district recognizes the importance of communication between teachers and parents/legal guardians.

To help promote positive communication, parent/teacher conferences shall be held once each semester.

Parent-teacher conferences are encouraged and may be requested by parents or guardians when they feel

they need to discuss their child’s progress with his/her teacher.

Teachers are required to communicate during the school year with the parent(s) or legal guardian(s) of

each of their students to discuss their academic progress. More frequent communication is required with

the parent(s) or legal guardian(s) of students who are performing below grade level.

All parent/teacher conferences shall be scheduled at a time and place to best accommodate those

participating in the conference. Each teacher shall document the participation or non-participation of

parent(s)/legal guardian(s) for each scheduled conference.

If a student is to be retained at any grade level, notice of, and the reasons for retention shall be

communicated promptly in a personal conference.

Legal Reference:

State Board of Education Standards of Accreditation 12.04.1, 12.04.2, and

12.04.3

A.C.A. § 6-15-1701(b)(3)(C)

Date Adopted: 08-20-07

Last Revised:

43

**3.31—DRUG FREE WORKPLACE - CERTIFIED PERSONNEL**

The conduct of district staff plays a vital role in the social and behavioral development of our students. It

is equally important that the staff have a safe, healthful, and professional environment in which to work.

To help promote both interests, the district shall have a drug free workplace. It is, therefore, the district’s

policy that district employees are prohibited from the unlawful manufacture, distribution, dispensation,

possession, or use of controlled substances, illegal drugs, inhalants, alcohol, as well as inappropriate or

illegal use of prescription drugs. Such actions are prohibited both while at work or in the performance of

official duties while off district property; violations of this policy will subject the employee to discipline,

up to and including termination.

To help promote a drug free workplace, the district shall establish a drug-free awareness program to

inform employees about the dangers of drug abuse in the workplace, the district's policy of maintaining a

drug-free workplace, any available drug counseling, rehabilitation, and employee assistance abuse

programs, and the penalties that may be imposed upon employees for drug abuse violations

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

drug or controlled substance, whether or not engaged in any school or school-related activity, and the

behavior of the employee, if under the influence, is such that it is inappropriate for a school employee in

the opinion of the superintendent, the employee may be subject to discipline, up to and including

termination. This policy also applies to those employees who are under the influence of alcohol while on

campus or at school-sponsored functions, including athletic events.

An employee living on campus or on school owned property is permitted to possess alcohol in his/her

residence. The employee is bound by the restrictions stated in this policy while at work or performing

his/her official duties.

Possession, use or distribution of drug paraphernalia by any employee, whether or not engaged in school

or school-related activities, may subject the employee to discipline, up to and including termination.

Possession in one’s vehicle or in an area subject to the employee’s control will be considered to be

possession as though the substance were on the employee’s person.

It shall not be necessary for an employee to test at a level demonstrating intoxication by any substance in

order to be subject to the terms of this policy. Any physical manifestation of being under the influence of

a substance may subject an employee to the terms of this policy. Those physical manifestations include,

but are not limited to: unsteadiness; slurred speech; dilated or constricted pupils; incoherent and/or

irrational speech; or the presence of an odor associated with a prohibited substance on one’s breath or

clothing.

Should an employee desire to provide the District with the results of a blood, breath or urine analysis,

such results will be taken into account by the District only if the sample is provided within a time range

that could provide meaningful results and only by a testing agency chosen or approved by the District.

The District shall not request that the employee be tested, and the expense for such voluntary testing shall

be borne by the employee.

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Any employee who is charged with a violation of any state or federal law relating to the possession, use

or distribution of illegal drugs, other controlled substances or alcohol, or of drug paraphernalia, must

notify his immediate supervisor within five (5) week days (i.e., Monday through Friday, inclusive,

excluding holidays) of being so charged. The supervisor who is notified of such a charge shall notify the

Superintendent immediately.

If the supervisor is not available to the employee, the employee shall notify the Superintendent within the

five (5) day period.

Any employee so charged is subject to discipline, up to and including termination. However, the failure

of an employee to notify his supervisor or the Superintendent of having been so charged shall result in

that employee being recommended for termination by the Superintendent.

Any employee convicted of any criminal drug statute violation for an offense that occurred while at work

or in the performance of official duties while off district property shall report the conviction within 5

calendar days to the superintendent. Within 10 days of receiving such notification, whether from the

employee or any other source, the district shall notify federal granting agencies from which it receives

funds of the conviction. Compliance with these requirements and prohibitions is mandatory and is a

condition of employment.

Any employee convicted of any state or federal law relating to the possession, use or distribution of illegal

drugs, other controlled substances, or of drug paraphernalia, shall be recommended for termination.

Any employee who must take prescription medication at the direction of the employee’s physician, and

who is impaired by the prescription medication such that he cannot properly perform his duties shall not

report for duty. Any employee who reports for duty and is so impaired, as determined by his supervisor,

will be sent home. The employee shall be given sick leave, if owed any. The District or employee will

provide transportation for the employee, and the employee may not leave campus while operating any

vehicle. It is the responsibility of the employee to contact his physician in order to adjust the medication,

if possible, so that the employee may return to his job unimpaired. Should the employee attempt to return

to work while impaired by prescription medications, for which the employee has a prescription, he will,

again, be sent home and given sick leave, if owed any, Should the employee attempt to return to work

while impaired by prescription medication a third time the employee may be subject to discipline, up to

and including a recommendation of termination.

Any employee who possesses, uses, distributes or is under the influence of a prescription medication

obtained by a means other than his own current prescription shall be treated as though he was in

possession, possession with intent to deliver, or under the influence, etc. of an illegal substance. An illegal

drug or other substance is one which is (a) not legally obtainable; or (b) one which is legally obtainable,

but which has been obtained illegally. The District may require an employee to provide proof from his

physician and/or pharmacist that the employee is lawfully able to receive such medication. Failure to

provide such proof, to the satisfaction of the Superintendent, may result in discipline, up to and including

a recommendation of termination.

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

Date Adopted: 08-20-07

Last Revised: \*\*\*\*\*\*\*

(Added) *An employee living on campus or on school owned property is permitted to possess alcohol in his/her residence. The*

*employee is bound by the restrictions stated in this policy while at work or performing his/her official duties.*

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3.31F—DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT

CERTIFICATION

I, hereby certify that I have been presented with a copy of the Strong-Huttig 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 District.

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**3.32—CERTIFIED PERSONNEL FAMILY MEDICAL LEAVE \***

**Eligibility**

The Strong-Huttig School District will grant up to twelve (12) weeks of leave in accordance with the

Family Medical Leave Act of 1993 (FMLA) to its employees who have been employed by the District

for at least twelve (12) months and for 1250 hours of service during the twelve (12) month period

immediately preceding the commencement of the leave. The twelve (12) month period of eligibility shall

begin on the first duty day of the school year. Leave will be granted for one or more of the following

reasons:

1. Because of the birth of a son or daughter of the employee and in order to care for such son or

daughter;

2. Because of the placement of a son or daughter with the employee for adoption or foster care;

3. In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son,

daughter, or parent has a serious health condition; and

4. Because of a serious health condition that makes the employee unable to perform the functions of the

position of such employee.

The entitlement to leave for reasons 1 and 2 listed above shall expire at the end of the twelve (12) month

period beginning on the date of such birth or placement.

If both the husband and wife are employed by the district and entitled to leave as defined above, the

District may, as determined by the needs of the District, limit their leave to a combined total of twelve

(12) weeks when taken for reasons 1 or 2 listed above or to care for a parent with a serious health

condition.

**Notice by Employees**

Foreseeable: When the need for leave is foreseeable, the employee must provide the District with at least

thirty (30) days advance notice before the leave is to begin. If thirty (30) days is not practicable, such as

because of a lack of knowledge of approximately when the leave will be required to begin, notice must be

given as soon as practicable. As soon as practicable means as soon as both possible and practical, taking

into account all of the facts and circumstances in the individual case.

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

certification from a health care provider supporting the need for leave at the time the notice for leave is

given, but must provide certification at least fifteen (15) days prior to the date the leave is to begin.

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

thirty (30) days after the date the employee provides notice to the District.

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Unforeseeable: When the approximate timing of the need for leave is not foreseeable, an employee shall

provide the District notice of the need for leave as soon as practicable given the facts and circumstances

of the particular case. Ordinarily, the employee shall notify the District within two (2) working days of

learning of the

need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be

provided in person, by telephone, telegraph, fax, or other electronic means.

**Medical Certification**

The required medical certification from a licensed, practicing health care provider of the need for FMLA

leave for reasons 3 or 4 listed above shall include the date on which the serious health condition began,

the probable duration of the condition, and the appropriate medical facts within the knowledge of the

health care provider regarding the condition. For reason 4 listed above, the certification must include a

statement that the employee is unable to perform the required functions of his/her position.

Second Opinion: In any case where the District has reason to doubt the validity of the certification

provided, the District may require, at its expense, the employee to obtain the opinion of a second health

care provider designated or approved by the employer. If the second opinion differs from the first, the

District may require, at its expense, the employee to obtain a third opinion from a health care provider

agreed upon by both the District and the employee. The opinion of the third health care provider shall be

considered final and be binding upon both the District and the employee.

Recertification: The District may request the employee obtain a recertification, at the employee’s expense,

no more often than every thirty (30) days unless one or more of the following circumstances apply;

a. The employee requests an extension of leave;

b. Circumstances described by the previous certification have changed significantly; and/or

c. The District receives information that casts doubt upon the continuing validity of the certification.

The employee must provide the recertification in no more than fifteen (15) calendar days after the

District’s request.

No second or third opinion on recertification may be required.

**Concurrent Leave**

The District requires employees to substitute any applicable accrued leave for any part of the twelve (12)

week period of FMLA leave. All FMLA leave is unpaid unless substituted by applicable accrued leave.

Workers Compensation: FMLA leave may run concurrently with a workers’ compensation absence when

the injury is one that meets the criteria for a serious health condition.

**Health Insurance Coverage**

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The District shall maintain coverage under any group health plan for the duration of FMLA leave the

employee takes at the level and under the conditions coverage would have been provided if the employee

had continued in active employment with the District. The employee remains responsible for any portion

of premium payments

customarily paid by the employee. When on unpaid FMLA leave, it is the employee’s responsibility to

submit their portion of the cost of the group health plan coverage to the District’ business office on or

before it would be made by payroll deduction.

If an employee gives unequivocal notice of intent not to return to work, or if the employment relationship

would have terminated if the employee had not taken FMLA leave the district’s obligation to maintain

health benefits ceases.

If the employee fails to return from leave after the period of leave to which the employee was entitled has

expired, the District may recover the premiums it paid to maintain health care coverage unless:

a. The employees fails to return to work due to the continuation, reoccurrence, or onset of a serious

health condition that entitles the employee to leave under reasons 3 or 4 listed above; and/or

b. Other circumstances exist beyond the employee’s control.

Circumstances under ―a‖ listed above shall be certified by a licensed, practicing health care provider

verifying the employee’s inability to return to work.

**Reporting Requirements During Leave**

Employees shall inform the District every two weeks during FMLA leave of their current status and

intent to return to work.

**Return to Work**

Medical Certification: An employee who has taken FMLA leave under reason 4 stated above shall

provide the District with certification from a health care provider that the employee is able to resume

work.

Return to Previous Position: An employee returning from FMLA leave is entitled to be returned to the

same position the employee held when leave commenced, or to an equivalent position with equivalent

benefits, pay, and other terms and conditions of employment. An equivalent position must involve the

same or substantially similar duties and responsibilities, which must entail substantially equivalent skill,

effort, and authority. The employee may not be restored to a position requiring additional licensure or

certification.

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

Superintendent will make a determination at that time regarding the documented need for a severance of

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the employee’s contract due to the inability of the employee to fulfill the responsibilities and requirements

of their contract.

**Intermittent Leave**

The District will honor employee requests for intermittent leave as prescribed by the FMLA and that are

in the best interests of the District.

The provisions of this policy are intended to be in line with the provisions of the FMLA. If any conflict(s)

exist, the Family Medical Leave Act of 1993 shall govern.

Legal References:

29 USC 2601 et seq.

29 CFR 825.100 et seq.

Date Adopted: \*\*\*\*\*\*

Last Revised:

**3.32—CERTIFIED PERSONNEL FAMILY MEDICAL LEAVE**

Employees are eligible for benefits under the Family Medical Leave Act when the District has fifty (50)

or more employees. The Strong-Huttig School District has fifty (50) or more employees and therefore

employees are eligible for FMLA benefits.

Legal References:

29 USC 2601 et seq.

29 CFR 825.100 et seq.

Date Adopted: 08-20-07

Last Revised: \*\*\*\*\*\*

*3.32 modified to reflect the increase in the number of employees*

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**3.33—ASSIGNMENT OF EXTRA DUTIES FOR CERTIFIED PERSONNEL**

From time to time extra duties may be assigned to certified personnel by the school principal or the

Superintendent as circumstances dictate.

Legal Reference:

A.C.A. § 6-17-201

Date Adopted: 08-20-07

Last Revised:

52

**3.34—CERTIFIED PERSONNEL CELL PHONE USE**

Use of cell phones or other electronic communication devices by employees during instructional time is

strictly forbidden unless specifically approved in advance by the superintendent, building principal, or

their designees.

In any instance where the district issues a cell phone or school computer to a school employee for use for

school business purposes, the employee shall not use the equipment for personal use. Any employee who

uses a school issued cell phones and/or computers for non-school purposes, except as permitted by the

district’s Internet/computer use policy, shall be subject to discipline, up to and including termination.

Date Adopted: 08-20-07

Last Revised:

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**3.35—CERTIFIED PERSONNEL BENEFITS**

The Strong-Huttig School District provides its certified personnel benefits consisting of the following.

1. The priceless reward of helping shape the life and future of our children;

2. Health insurance assistance;

3. Contribution to the teacher retirement system;

4. One sick leave day per calendar month worked; and

5. Up to 2 personal days per semester.

Legal Reference:

A.C.A. § 6-17-201

Date Adopted: 08-20-07

Last Revised:

54

**3.36—CERTIFIED PERSONNEL DISMISSAL AND NON-RENEWAL**

For procedures relating to the termination and non-renewal of teachers, please refer to the Arkansas

Teacher Fair Dismissal Act A.C.A. §§ 6-17-1501 through 1510. The Act specifically is not made a part of

this policy by this reference.

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

Teachers new to the district must complete one year of probation.

In matters of termination, a hearing, if requested, must be held. In other matters not involving

termination, a hearing does not have to be scheduled.

Legal Reference:

A.C.A. § 6-17-201

Date Adopted: 08-20-07

Last Revised: 06-15-09

55

**3.37—ASSIGNMENT OF TEACHER AIDES**

The assignment of teacher aides shall be made by the principal or his/her designee. Changes in the

assignments may be made as necessary due to changes in the student population, teacher changes, and to

best meet the educational needs of the students.

Legal Reference:

A.C.A. § 6-17-201

Date Adopted: 08-20-07

Last Revised:

56

**3.38—CERTIFIED PERSONNEL RESPONSIBILITIES GOVERNING**

**BULLYING**

Teachers and other school employees who have witnessed, or are reliably informed that, a student has

been a victim of bullying as defined in this policy, including a single action which if allowed to continue

would constitute bullying, shall report the incident(s) to the principal. The principal or his/her designee

shall be responsible for investigating the incident(s) to determine if disciplinary action is warranted.

The person or persons reporting behavior they consider to be bullying shall not be subject to retaliation or

reprisal in any form.

District staff are required to help enforce implementation of the district’s anti-bullying policy. The

district’s definition of bullying is included below. Students who bully another person are to be held

accountable for their actions whether they occur on school equipment or property; off school property at a

school-sponsored or school-approved function, activity, or event; or going to or from school or a school

activity. Students are encouraged to report behavior they consider to be bullying, including a single action

which if allowed to continue would constitute bullying, to their teacher or the building principal. The

report may be made anonymously.

**Definitions:**

**Bullying** means the intentional harassment, intimidation, humiliation, ridicule, defamation, or threat or

incitement of violence by a student against another student or public school employee by a written,

verbal, electronic, or physical act that causes or creates a clear and present danger of:



Physical harm to a public school employee or student or damage to the public school employee's

or student's property;



Substantial interference with a student's education or with a public school employee's role in

education;



A hostile educational environment for one (1) or more students or public school employees due to

the severity, persistence, or pervasiveness of the act; or



Substantial disruption of the orderly operation of the school or educational environment;

**Electronic act** means without limitation a communication or image transmitted by means of an electronic

device, including without limitation a telephone, wireless phone or other wireless communications

device, computer, or pager that results in the substantial disruption of the orderly operation of the school

or educational environment.

Electronic acts of bullying are prohibited whether or not the electronic act originated on school

property or with school equipment, if the electronic act is directed specifically at students or

school personnel and maliciously intended for the purpose of disrupting school, and has a high

likelihood of succeeding in that purpose;

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**Harassment** means a pattern of unwelcome verbal or physical conduct relating to another person's

constitutionally or statutorily protected status that causes, or reasonably should be expected to cause,

substantial interference with the other's performance in the school environment; and

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

of the bullying:



Necessary cessation of instruction or educational activities;



Inability of students or educational staff to focus on learning or function as an educational unit

because of a hostile environment;



Severe or repetitive disciplinary measures are needed in the classroom or during educational

activities; or



Exhibition of other behaviors by students or educational staff that substantially interfere with the

learning environment.

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

the following:

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

2. Pointed questions intended to embarrass or humiliate,

3. Mocking, taunting or belittling,

4. Non-verbal threats and/or intimidation such as ―fronting‖ or ―chesting‖ a person,

5. Demeaning humor relating to a student’s race, gender, ethnicity or personal characteristics,

6. Blackmail, extortion, demands for protection money or other involuntary donations or loans,

7. Blocking access to school property or facilities,

8. Deliberate physical contact or injury to person or property,

9. Stealing or hiding books or belongings, and/or

10. Threats of harm to student(s), possessions, or others.

Legal Reference:

A.C.A. § 6-18-514

Date Adopted: 08-20-07

Last Revised:

58

**3.39— CERTIFIED PERSONNEL RECORDS AND REPORTS**

The superintendent or his/her designee shall determine, by individual or by position, those records a

teacher is responsible to keep and those reports he/she is required to maintain. It is a requirement of

employment that all required records and reports be completed, submitted, or otherwise tendered, and be

accepted by the principal or superintendent as complete and satisfactory, before the last month’s pay will

be released to the certified employee.

Legal Reference:

A.C.A. § 6-17-104

Date Adopted: 08-20-07

Last Revised:

59

**3.40— CERTIFIED PERSONNEL WHO ARE MANDATORY REPORTERS DUTY TO**

**REPORT CHILD ABUSE, MALTREATMENT OR NEGLECT**

It is the statutory duty if certified school district employees who are mandatory reporters and who have

reasonable cause to suspect child abuse or maltreatment to directly and personally report these suspicions

to the Arkansas Child Abuse Hotline, by calling 1-800-482-5964. Failure to report suspected child abuse,

maltreatment, or neglect by calling the Hotline can lead to criminal prosecution and individual civil

liability of the person who has this duty. Notification of local or state law enforcement does not satisfy

the duty to report; only notification by means of the Child Abuse Hotline discharges this duty.

The duty to report suspected child abuse or maltreatment is a direct and personal duty for statutory

mandatory reporters, and cannot be assigned or delegated to another person. There is no duty to

investigate, confirm or substantiate statements a student may have made which form the basis of the

reasonable cause to believe that the student may have been abused or subjected to maltreatment by

another person; however, a person with a duty to report may find it helpful to make a limited inquiry to

assist in the formation of a belief that child abuse, maltreatment or neglect has occurred, or to rule out

such a belief. Employees and volunteers who cal the Child Abuse Hotline in good faith are immune from

civil liability and criminal prosecution.

By law, no school district or school district employee may prohibit or restrict an employee or volunteer

who is a mandatory reporter from directly reporting suspected child abuse or maltreatment, or require that

any person notify or seek permission from any person before making a report to the Child Abuse hotline.

For a listing of who qualifies as mandatory reporters refer to A.C.A. § 12-12-507(b)

Legal References: A.C.A. § 12-12-504, 507, 517

Date adopted: \*\*\*\*\*\*

Last Revised:

*Section added on recommendation from state of AR*

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**3.41—CERTIFIED PERSONNEL VIDEO SURVEILLANCE**

The board has a responsibility to maintain discipline, protect the safety, security, and welfare of its

students, staff, and visitors while at the same time safeguarding district facilities, vehicles, and equipment.

As part of fulfilling this responsibility, the board authorizes the use of video/audio surveillance cameras.

The placement of video/audio surveillance cameras shall be based on the presumption and belief that

students, staff and visitors have no reasonable expectation of privacy anywhere on or near school

property, facilities, vehicles, or equipment, with the exception of places such as rest rooms or dressing

areas where an expectation of privacy is reasonable and customary.

Signs shall be posted on district property and in or on district vehicles to notify students, staff, and visitors

that video cameras may be in use. Violations of school personnel policies or laws caught by the cameras

may result in disciplinary action.

The district shall retain copies of video recordings until they are erased which may be accomplished by

either deletion or copying over with a new recording.

Videos containing evidence of a violation of district personnel policies and/or state or federal law shall be

retained until the issue of the misconduct is no longer subject to review or appeal as determined by board

policy or staff handbook**;** any release or viewing of such records shall be in accordance with current law.

Staff who vandalize, damage, defeat, disable, or render inoperable (temporarily or permanently)

surveillance cameras and equipment shall be subject to appropriate disciplinary action and referral to

appropriate law enforcement authorities.

Video recordings may become a part of a staff member’s personnel record.

Date Adopted: \*\*\*\*\*

Last Revised:

*Section added on recommendation of state of Arkansas.*

61

**3.42—RELEASE of STUDENT’S FREE and REDUCED PRICE MEAL**

**ELIGIBLITY INFORMATION**

As part of the district’s participation in the National School Lunch Program and the School Breakfast

Program, the district collects eligibility data from its students. The data’s confidentiality is very important

and is governed by federal law. The district has made the determination to release student eligibility status

**1**

or information as permitted by law. Federal law governs how eligibility data may be released and to

whom. The district will take the following steps to ensure its confidentiality:

Some data may be released to government agencies or programs authorized by law to receive such data

without parental consent, while other data may only be released after obtaining parental consent. In both

instances, allowable information shall only be released on a need to know basis to individuals authorized

to receive the data. The recipients shall sign an agreement with the district specifying the names or titles

of the persons who may have access to the eligibility information. The agreement shall further specify the

specific purpose(s) for which the data will be used and how the recipient(s) shall protect the data from

further, unauthorized disclosures.

The superintendent shall designate the staff member(s) responsible for making eligibility determinations.

Release of eligibility information to other district staff shall be limited to as few individuals as possible

who shall have a specific need to know such information to perform their job responsibilities. Principals,

counselors, teachers, and administrators shall not have routine access to eligibility information or status.

Each staff person with access to individual eligibility information shall be notified of their personal

liability for its unauthorized disclosure and shall receive appropriate training on the laws governing the

**2**

restrictions of such information.

Legal References:

Commissioner’s Memos IA-05-018, FIN 09-041, and IA 99-011

ADE Eligibility Manual for School Meals Revised July 2008

7 CFR 210.1 – 210.31

7 CFR 220.1 – 220.22

42 USC 1758(b)(6)

Date Adopted: \*\*\*\*\*\*

Last Revised:

*Section added on recommendation of state of Arkansas.*

62

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

**STANDING**

Any employees possessing a teaching license, regardless of whether holding such a license is a condition

of employment in the employee’s current job assignment, must at all times maintain such a license in

good standing with the State Board of Education. Any employee who is reprimanded, has his or her

license put under any period of probation, or has his or her license revoked by the State Board of

Education pursuant to Arkansas State Board of Education Rules Governing the Code of Ethics for

Arkansas Educators will face disciplinary action, up to and including termination or nonrenewal of his or

her contract of employment.

Legal References:

Rules Governing the Code of Ethics for Arkansas Educators**;**

A.C.A. § 6-11-105

A.C.A. § 6-17-401

A.C.A. § 6-17-410

A.C.A. § 6-17-422

Date Adopted: \*\*\*\*\*\*

Last Revised:

*Section added on recommendation of state of Arkansas.*

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**3.44— CERTIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS**

**COMPENSATION**

The district provides Worker’s Compensation Insurance, as required by law. Employees who sustain **any** injury at

work must immediately notify their immediate supervisor, or in the absence of their immediate supervisor notify the

Superintendent’s office. An injured employee must fill out a Form N and the employee’s supervisor will determine

whether to report the claim or to file the paperwork if the injury requires neither medical treatment or lost work time.

While many injuries will require no medical treatment or time lost at work, should the need for treatment arise later, it is

important that there be a record that the injury occurred. All employees have a duty to provided information and make

statements as requested for the purpose of the claim assessment and investigation.

For injuries requiring medical attention, the district will exercise its right to designate the initial treating physician and an

injured employee will be directed to seek medical attention, if necessary, from a specific physician or clinic.

Worker’s Compensation absences may be designated as FMLA absences when the criteria are met under FMLA for a

serious health condition.

An employee who is absent from work due to a workplace injury or receiving temporary disability benefits due to a

Worker’s Compensation claim will utilize any sick leave in excess of contracted pay. Sick leave days used for

workplace injuries will not be restored to the employee.

Legal Reference: Ark. Worker’s Compensation Commission RULE 099.33- MANAGED CARE

A.C.A. §11-9-508(d)(5)(A)

A.C.A. §11-9-514(a)(3)(A)(i)

Date Adopted: \*\*\*\*\*

Last Revised:

*Section added on recommendation of state of Arkansas.*

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