

The contents of the following  
page or pages in this document  
apply to the current 2011-2012  
School Year for Lamar School  
District

**CERTIFIED PERSONNEL  
POLICIES  
OF LAMAR PUBLIC  
SCHOOLS**

# **Code of Ethics of The Education Profession**

## **Principle I**

### **Commitment to the Student**

The educator strives to help each student realize his or her potential as a worth and effective member of society. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. In fulfillment of the obligation to the student, the educator:

- Shall not unreasonable restrain the student from independent action in the pursuit of learning.
- Shall not unreasonably deny the student access to varying points of view.
- Shall not deliberately suppress or distort subject matter relevant to the student's progress.
- Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
- Shall not intentionally expose the student to embarrassment or disparagement.
- Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation, unfairly exclude any student from participation in any program, deny benefits to any student, or grant any advantage to any student.
- Shall not use professional relationships with students for private advantage.
- Shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose or is required by law.

## **Principle II**

### **Commitment of the Profession**

The educational profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions which attract persons worthy of the trust to careers in education and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator:

- Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.
- Shall not misrepresent his/her professional qualifications.
- Shall not assist any entry into the profession a person known to be unqualified in respect to character, education, or other relevant attribute.
- Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.
- Shall not assist a non-educator in the unauthorized practice of teaching.
- Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.
- Shall not knowingly make false or malicious statements about a colleague.
- Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or action.

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CERTIFIED PERSONNEL

### **3.1—CERTIFIED PERSONNEL SALARY SCHEDULE**

#### **Salary Index and Regulations Attached**

- A.** The Lamar Public Schools operate under a single salary index that may be changed from year to year at the discretion of the Board and in compliance with State Law and Statutes.
- B.** If funds are available, payment will be on the tenth of each month.
- C.** The kind of teaching certificate held on the first day of school will determine the contract salary on the scale for which a teacher is qualified.
- D.** Salaries of administrators and special area teachers, such as coaches, band directors, instructional media specialists, etc., shall be paid by individual contracts designated by the Board. This shall include teachers under contract for more than nine (9) months.
- E.** The Board may allow salary supplements for those teachers who assume special extra duties. These supplemental salaries are part of the salary index.
- F.** Current salary index for the school year shall be attached to certified personnel contracts.
- G.** Additional hours earned in the teacher's field or related field may change the teacher's salary index. These hours do not necessarily have to be toward a higher degree.

#### **H. Alternative Licensure Program, no prior teaching license**

Each employee newly hired by the district to teach under the alternative licensure program (ALP) shall initially be placed on the salary schedule in the category of a bachelor's degree with no experience, unless the ALP employee has previous teaching experience which requires a different placement on the schedule. Upon receiving his/her teaching license, the employee shall be moved to the position on the salary schedule that corresponds to the level of education degree earned by the employee. Employee's degrees which are not relevant to the ALP's position shall not apply when determining his/her placement on the salary schedule. An alternative licensed teacher shall be eligible for step increases with each successive year of employment, just as would a teacher possessing a traditional teaching license.

#### **I. Licensed employee, seeking additional area or areas of licensure**

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

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

Date Adopted: 6/10/04  
Last Revised: 2/09/09

### 3.2—CERTIFIED PERSONNEL EVALUATIONS

Lamar Public Schools  
Evaluation Plan  
Certified Personnel

#### Veteran Teacher

- 3 or more years of experience teaching
- Non-Probationary teacher in the Lamar Public School
- The veteran teacher will be evaluated an average of one time per year (minimum) using the Lamar Certified Faculty Evaluation
- Summative Evaluation will be utilized

#### Veteran Teacher – New to the School

- 3 or more years of experience teaching
- 1 year Probationary teacher in the Lamar School District
- The Veteran Teacher that is new to the Lamar School District will be evaluated an average of two times per year (minimum) using the Lamar Certified Faculty Evaluation
- Summative Evaluation will be utilized

#### Novice Teacher

- The Novice teacher in the Lamar School District will be evaluated two times per semester (minimum) by an administrator using the Lamar School District Certified Faculty Evaluation
- Summative Evaluation will be utilized

### **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: 04/13/09

Last Revised:

### **3.4—CERTIFIED PERSONNEL REDUCTION IN FORCE**

- A.** The Board acknowledges its authority to conduct a reduction in force when a decrease in enrollment or other reason(s) make such a reduction necessary or desirable.
- B.** The superintendent shall establish the criteria to be applied in effecting a reduction in force.

Legal Reference: A.C.A. § 6-17-2407

Date Adopted: 6/10/04

Last Revised:

### **3.5—CERTIFIED PERSONNEL EMPLOYMENT & CONTRACT (Including Return)**

#### **Section 1 – Certified Personnel Employment 3.19**

- A.** All school personnel except the superintendent shall be by recommendation of the superintendent. The superintendent shall be guided in his nominations by the recommendations of the principals and other supervisory personnel. Should a person be nominated by the superintendent be rejected by the Board, the superintendent shall submit another nomination for consideration.
- B.** 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.
- C.** The Lamar School District is an equal opportunity employer and shall not discriminate on the grounds of race, color, religion, national origin, sex, age, or disability.

#### **Section 2 - Renewal of Contract Schedule**

- A.** The superintendent may be elected for a term of two or more years. the election of the superintendent shall take place at the January meeting of the Board. The Board may choose to renew the superintendent's contract each year in order that he will be continually under a two-year contract.
- B.** The principals may be elected for a term of two years. The February meeting of the Board each year is the time for the election of principals. The Board may choose to renew the principals' contracts each year in order that they will continually be under a two-year contract
- C.** Certified personnel will be considered for renewal of contracts at the March meeting each year.

#### **Section 3 – Contracts including Contract Return**

- A.** Election of school personnel is to be evidenced by a written contract which is binding on both the employee and the employer.
- B.** The annual contract of all certified personnel shall be renewed unless the procedure outlined in "cause and procedure for dismissal" has been followed.
- C.** Survey of certified personnel's intentions is to be completed and returned prior to the March School Board meeting.
- D.** No teacher shall be required to sign and return a contract for the next school year any sooner than thirty (30) days after the contract is issued to the teacher. The teacher shall have the right to unilaterally rescind any signed contract no later than ten (10) days after the end of the school year. 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.
- E.** On 10-10-05 a motion was made by Bryan Brown to continue through with the policy of matching the State contribution for anyone currently enrolled, (prior to Monday's meeting), in the National Board Certification Program. Anyone enrolling in the National Board Certification program in the future and receives National Board Certification will receive a "one time" bonus of \$3000.00 from the Lamar District in addition to what State gives. Motion seconded by Bill Kenner and passed 5-0 vote.

#### **Section 4 - General Requirements for Employment**

**A.** All school employees must satisfy the requirements of the State Law and Policies of the Board of Education and requirements of the State Department of Education.

**B.** All teachers must furnish to the superintendent of schools the following items prior to the first payday before they can receive any payment for service:

A valid teacher certificate

A complete college transcript

A teacher retirement number

A current health certificate

A Social Security number

Current W-4 forms, state and federal, for tax deduction purposes

**C.** Teachers with deficiencies must provide satisfactory progress toward the elimination of their deficiencies in order to be reemployed. Satisfactory progress shall be determined by the State Department of Education, Division of Teacher Certification.

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

Date Adopted: 6/10/04

Last Revised:

### 3.6—CERTIFIED PERSONNEL EMPLOYEE TRAINING

The District shall develop and implement a plan for the professional development of its certified employees. The district's plan shall, in part, align district resources to address the professional development activities identified in each school's ACSIP. The plan shall describe how the district's categorical funds will be used to address deficiencies in student performance and any identified academic achievement gaps between groups of students. At the end of each school year, the district shall evaluate the professional development activities' effectiveness in improving student performance and closing achievement gaps.

Each certified employee shall receive a minimum of sixty (60) hours of professional development annually to be fulfilled between July 1 and June 30.<sup>1</sup> Professional development hours earned in excess of sixty (60) in the designated year cannot be carried over to the next year. The goal of all professional development activities shall be improved student achievement and academic performance that results in individual, school-wide, and system-wide improvement designed to ensure that all students demonstrate proficiency on the state criterion-referenced assessments. The district's professional development plan shall demonstrate scientifically research-based best practice, and shall be based on student achievement data and in alignment with applicable ADE Rules and/or Arkansas code.

Teachers and administrators shall be involved in the design, implementation, and evaluation of the plan for their own professional development. The results of the evaluation made by the participants in each program shall be used to continuously improve the district's professional development offerings and to revise the school improvement plan.

Flexible professional development hours (flex hours) are those hours which an employee is allowed to substitute professional development activities, different than those offered by the district, but which still meet criteria of either the employee's Individual Improvement Plan or the school's ACSIP, or both. The district shall determine on an annual basis how many, if any, flex hours of professional development it will allow to be substituted for district scheduled professional development offerings. The determination may be made at an individual building, a grade, or by subject basis. The district administration and the building principal have the authority to require attendance at specific professional development activities. Employees must receive advance approval from the building principal for activities they wish to have qualify for flex professional development hours. To the fullest extent possible, professional development activities are to be scheduled and attended such that teachers do not miss their regular teaching assignments. Six (6) approved flex hours credited toward fulfilling the sixty (60) hour requirement shall equal one contract day. Hours of professional development earned by an employee that is not at the request of the district and is in excess of sixty (60) or not pre-approved by the building principal shall not be credited toward fulfilling the required number of contract days for that employee.<sup>2</sup> 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 for each professional development activity he/she attends. Documentation is to be submitted to the building principal or designee.

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

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

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

Administrators are required to receive at least three hours annually of their sixty (60) required hours of professional development designed to enhance their understanding of effective parental involvement strategies and the importance of administrative leadership in setting expectations and creating a climate conducive to parental participation. Each administrator's professional development is required to also include training in data disaggregation, instructional leadership and fiscal management.

Teachers required by the superintendent, building principal, or their designee to take approved training related to teaching an advance placement class for a subject covered by the College Board and Educational Testing Service shall receive up to thirty (30) hours of credit toward the sixty (60) hours of professional development required annually.

Certified personnel may earn up to twelve (12) hours of professional development for time they are required to spend in their instructional classroom, office or media center prior to the first day of student/teacher interaction **provided** the time is spent in accordance with the state law and current ADE rules that deal with professional development.

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

Employees who do not receive or furnish documentation of the required annual professional development jeopardize the accreditation of their school and academic achievement of their students. Failure of an employee to receive sixty (60) hours of professional development in any given year shall be grounds for disciplinary action up to and including termination.

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

Professional development activities shall relate to the following areas: content (K-12); instructional strategies; assessment; advocacy/leadership; systemic change process; standards, frameworks, and curriculum alignment; supervision; mentoring/coaching; educational technology; principles of learning/developmental stages; cognitive research; and building a collaborative learning community.

Notes: <sup>1</sup> The Rules Governing Professional Development 4.02 require the district to choose the option it will follow and "document" its choice. The documentation may be noted by the selection chosen for this policy and also in the district's "plan" for professional development required by A.C.A. § 6-17-704(c)(1). Lamar School District's choice is July 1 – June 30

<sup>2</sup> The number of contract days may vary between employees, but the concern here is with the number of contract days specified in each individual employee's contract.

Cross-Reference: Policy 5.4—STAFF DEVELOPMENT PROGRAM

Legal References:Arkansas State Board of Education: Standards of Accreditation 15.04

ADE Rules Governing Professional Development

A.C.A. § 6-15-404(f)(2)

A.C.A. § 6-17-703

A.C.A. § 6-17-704

A.C.A. § 6-17-705

A.C.A. § 6-15-1004(c)

A.C.A. § 6-15-1703

A.C.A. § 6-20-2303(14)

Date Adopted: 7/16/02

Last Revised: 11/10/08

### 3.8—CERTIFIED PERSONNEL LEAVE

#### Section 1 – Sick Leave 3.8

A. In compliance with Act 177 and 836 of 1975, and Act 391 of 1979, certified personnel contracted for one hundred eighty (180) to one hundred ninety-nine (199) days shall be allowed ten (10) days each year, cumulative to one hundred twenty (120), for sickness of the teacher or member of the immediate family and for which the full salary shall be paid. Certified personnel contracted for two hundred (200) to two hundred nineteen (219) days shall be allowed eleven (11) days, two hundred twenty (220) to two hundred thirty-nine (239) shall be allowed twelve (12) days, two hundred forty and above shall be allowed thirteen (13) days per year, cumulative to one hundred twenty days (120).

In the July 2005 board meeting the Lamar Board of Directors clarified the Board's interpretation of the sick leave policy to be 10 days with 2 personal days within the 10 and those personal days could be accumulative to 5.

An accounting of days used and accumulated will be provided on salary checks every pay period.

Certified personnel that accumulate the one hundred twenty (120) days will be paid current certified substitute pay per day for the additional unused sick day credit at the end of each year. This pay will be added to the June payroll check.

Immediate family shall be defined as husband, wife, child, father, mother, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, or other member of the family living in the household of the teacher or other employee.

Deductions of 1/185 (9 months), 1/200 (10 months) and 1/240 (12 months) of the teacher's contracted salary shall be deducted for each day absent that is not covered by sick leave.

Adjustments for sick leave deductions will be made on the salary check received by the teacher on the month following the absence.

After an absence over three (3) days on each occasion, due to illness or injury, the teacher must provide the principal with a certificate from a physician that specifically lists the dates the teacher was unable to perform his or her duties.

Sick leave may be used to attend funerals of members of the immediate family. Two (2) days are allowed for each occasion for local funerals. For funerals of at least four hundred (400) miles from Lamar additional days may be considered with a letter or other communication. Immediate family is as defined above. In the advent of the death of a husband, wife, child, father, mother, brother or sister, five consecutive days of sick leave will be allowed which may or may not include the weekend.

Sick leave may not be used because the individual does not have a babysitter.

During inclement weather when school buses run and school is conducted, teachers are expected to be present and may not be absent and have it charged against their sick leave unless actually sick.

One hundred twenty (120) days of accumulated sick leave may be transferred with teachers transferring into the Lamar

system. These must be confirmed by the previous superintendent and only from Arkansas public schools.

The school will pay certified personnel current certified substitute pay per day for accumulated sick leave upon retirement if employee is eligible to draw retirement at that time.

### **Section 2 – Injury from Assault 3.15**

**A.** 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 the estimate for time of recovery sufficient to enable the teacher to return to work, and written statements from witnesses (or other documentation as appropriate to a given incident) to prove that the incident occurred in the course of the teacher's employment.

### **Section 3 – Other**

- A.** Certified personnel that accompany students on special school activities that are granted by the principal and/or superintendent shall receive full pay.
- B.** Leave of absence, without pay, shall be granted if it becomes necessary for a teacher of three (3) years service within the school system to be absent for up to two consecutive semesters. The superintendent shall recommend to the Board that a leave of absence to be granted to such teacher for the period of time involved provided they could be replaced by qualified personnel for that length of time.
- C.** For serious, incapacitating, catastrophic illness such as cancer, stroke, heart attack, and dangerous complications of childbirth requiring hospital confinement, etc., after the accumulated sick leave has been exhausted, the teacher shall continue to draw their salary less that which is paid to the substitute teacher for three (3) months but will be subject to the following conditions.

Shall not exceed the contracted salary (both substitute and teacher.)

Shall terminate if death ensues

Shall terminate at the end of the school year (June 30.)

If the teacher is re-elected for the next year, but is still incapacitated, pay less the substitutes compensation will continue until the length of time is expended.

If the teacher takes early retirement, termination of extended sick leave is imperative (immediate).

If the teacher resigns, all salary shall be terminated with the exception of that which may have already been earned.

Must be certified by a physician as a catastrophic and incapacitating condition and approved by the board.

### **Section 4 – FMLA 3.32**

**A.** Lamar 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 day of the school year. Leave will be granted for one or more of the following reasons.

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

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

In order to care for the spouse, or a son, daughter, or parent, of the employee, if the spouse, son, daughter, or parent has a serious health condition; and

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.

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 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.

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.

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

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 binding upon both the district and the employee.

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;

The employ requests an extension of leave;

Circumstances described by the previous certification have changed significantly; and

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.

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 leave.

FMLA leave may run concurrently with a workers' compensation absence when the injury is one that meets the criteria for a serious health condition.

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

a. The employee fails to return to work due to the continuation, reoccurrence, or onset of a serious health condition that entitles the employee to leave under reasons 3 or 4 listed above; 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.

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

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.

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. A 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.

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

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. In any conflict(s) exist, the Family Medical Leave Act of 1993 shall govern.

### **Section 5 – Personnel Leave 3.11**

- A.** Certified personnel will receive two (2) days each year, cumulative to five (5) days that may be used for personal business. Prior approval must be obtained from the building principal before personal leave can be taken.
- B.** In the July 2005 board meeting the Lamar Board of Directors clarified the Board’s interpretation of the sick leave policy to be 10 days with 2 personal days within the 10 and those personal days could be accumulative to 5.

### **Section 6 – Professional Leave 3.11**

- A.** “Professional Leave” is leave granted for the purpose of enabling an employee to participate in professional activities (e.g., teacher workshops or serving on professional committees) which can serve to improve the school district’s instructional program or enhances the employee’s ability to perform his duties. Professional leave will also be granted when a school district employee is subpoenaed for a matter arising out of the employee’s employment with the school district. Any employee seeking professional leave must make a written request to his immediate supervisor, setting forth the information necessary for the supervisor to make an informed decision. The supervisor’s decision is subject to review and overruling by the superintendent. Budgeting concerns and the potential benefit for the district’s students will be taken into consideration in reviewing a request for professional leave.
- B.** 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.
- C.** If the employee does not receive or does not accept remuneration for their participation in the professional leave activity and a substitute is needed for the employee, the district shall pay the full cost of the substitute. If the employee receives and accepts remuneration for their participation in the professional leave activity (e.g. scholastic audits or praxis assessments), the employee shall forfeit his/her daily rate of pay from the district for the time the employee misses. The cost of a substitute, if one is needed, shall be paid by the district.

#### **Notes:**

Please note that the provisions of Act 1028 of 2007 which gives state employees 8 hours of paid leave to attend their children’s school educational activities does **NOT** apply to public school employees.

#### **Legal Reference: A.C.A. § 6-17-211**

- ACA § 6-17-114 (a)(d)
- A.C.A. § 6-17-1201 et seq.
- 29 USC §§ 2601 et seq.
- 29 CFR 825.100 et seq.
- A.C.A. § 6-17-1209

Date Adopted:6/10/04 Last Revised: 12/11/08 Effective: 07/01/09

### 3.8 Section 7 - PERSONNEL CATASTROPHIC LEAVE BANK

A catastrophic sick leave bank is established for the purpose of permitting employees (certified and classified), upon approval, to obtain sick leave in excess of accumulated and current sick leave when the employee has exhausted all such leave.

**Definitions** - "Employee" is a full-time employee of the District and is defined as working 20 hours or more per week with a combined total of 720 hours per school year. Employees working less than 20 hours per week and/or less than 720 hours per school year will not be eligible to receive leave.

"Catastrophic Sick Leave" is absence from work due to illness, whether by the employee or a member of the immediate family, or due to a death as an end result of the prolonged illness or in conjunction with a prolonged illness in the family. Immediate family includes Spouse, child, parent, or other family member living in the same household as the employee.

Catastrophic Illness or Injury" - A member of the catastrophic leave pool who experiences a life threatening illness or injury (or an immediate family member) that requires the employee to be absent from his/her position for an excessive period of 10 days or more (which may or may not be consecutive) may request sick leave days from the pool.

"Current Sick Leave" means those days of sick leave for the current contract year. Leave is granted at the rate of one day of sick leave per contracted month or major part thereof. All days for the new contract year are granted to the employee on the first contract day of the new school year.

"Accumulated Sick Leave" is the total of unused sick leave, up to a maximum of one hundred and twenty (120) days accrued from previous contract, but not used.

"Catastrophic Leave Pool Committee" - The Lamar School Personnel Catastrophic Sick Leave Pool will be administered by the elected members and school administrators serving on the Personnel Policy Committee and three participating members elected by the classified personnel. A chairman of the Catastrophic Pool Committee will be elected at the same time the committee elects a chairman and a recorder. (A Personnel Policy Committee member does not have to be a contributor to the leave pool to serve on the PPC or to assist in the PPC in making decisions concerning the catastrophic leave pool.) The superintendent and PPC chairperson will always be on this committee.

The Committee shall meet as necessary for the purpose of reviewing requests for withdrawal for the bank. The committee will consist of 9 members, four certified employees, one from each building, three classified and the superintendent and PPC chairperson. Five or more members of the committee must be present in order to establish a quorum before a vote can be taken. The vote of the committee will be taken by secret ballot and a simple majority is required before granting a request.

The Catastrophic Leave Pool Committee will grant requests for sick leave from the pool after consideration of circumstances and need. The committee shall have the authority to grant, reduce or deny any request. However, the committee may grant no request, or any granted time may be withdrawn, when the employee accepts retirement; is eligible for Social Security Disability; or other disability insurance. The determination of the committee shall be final. The Superintendent will sign the approved request and insure that all FMLA paperwork is completed prior to disbursement of paid leave.

**Enrollment** - An employee must have been with the Lamar School District for two years or have at least 20 sick leave days accrued if transferring from another district before becoming eligible for the sick leave pool.

Personnel wishing to voluntarily enroll in the sick leave pool must give written authorization to the district bookkeeper before September 30th of each contract year. After the September 30th deadline, members of the sick leave pool may not change their contribution and non-members will not be able to enroll until the next contract year unless the committee requests

additional donations during the contract year. Newly hired personnel may join the sick leave pool only if they have 20 or more sick leave days accrued. The newly hired employee must give written notice within the first two weeks of employment to the district bookkeeper if he/she wants to enroll in the sick leave pool. Personnel who contribute to the pool will remain members until the Sick Leave Pool Committee requests an additional day. **Days contributed will not be returned.**

**Contributions** - Employees who want to become a member of the sick leave pool will donate one day of their sick leave to the pool. Additional days will only be donated if the bank runs out of days and the Sick Leave Pool Committee requests an additional donations. Days contributed will not be returned.

**Withdrawals**- For extended absences due to a catastrophic illness or injury to the employee or an immediate family member, sick leave from the pool may be granted only after all accrued sick leave days have been used and consideration is given to any compensation received by the pool member from other governmental agencies, or in conjunction with the Family Medical Leave Act.

Absences from work due to normal pregnancy or elective surgery will not make the employee eligible to withdraw from the sick leave bank.

A pool member who experiences a catastrophic illness or injury and has utilized all available days may request sick leave from the pool by written request or upon their return to their school duties. Requests for withdrawal from the bank must state the reason(s) for the requests and the number of days requested and must be accompanied by a detailed statement from an attending physician of the nature of the illness and the expected duration thereof.

If the information provided to the committees is deemed by a majority of the committee to be insufficient, the committee may require additional information or deny the employee's request, at its discretion.

Leave may be granted up to any amount of days per contract year for serious personal or family illness if approved by the majority of the committee. The Catastrophic Leave Pool Committee will make the final decision concerning the request.

A husband and wife who both work for the Lamar School District may not donate days exclusively to one another. They may however individually become members of the sick leave pool.

Adjustments for sick leave deductions will be made on the salary check received by the employee on the month following the approval of additional sick leave days by the committee. The adjustments are retroactive to the period granted by the "sick leave pool committee".

Legal Reference: A.C.A. § 6-17-1208

Date Adopted: 5-10-10

Last Revised:

### **3.10—CERTIFIED PERSONNEL PLANNING TIME, ROOM/GRADE ASSIGNMENTS AND TRANSFERS**

#### **Section 1 - Room/Grade Assignments and Planning Time**

- A.** Certified personnel accepting employment in the Lamar Public Schools agree to accept the assignment with respect to room, grade or classes assigned to him by the administration.
  
- B.** 3.37 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.
  
- C.** A master schedule shall be created by the building level principal indicating when each teacher's planning period and scheduled lunch period will be. Planning time is for the purpose of scheduling conferences, instructional planning, and preparation. Each teacher will have the ability to schedule these activities during his/her designated planning time. Teachers may not leave campus during their planning time without prior permission from their building level supervisor.

#### **Section 2 - Certified Personnel Transfers**

- A.** Certified personnel who are qualified in different subject areas and for different grade levels may transfer from one area to another with approval of the superintendent and the principals involved.
  
- B.** Certified personnel already in the system may be given preference for a position vacancy.

**Note:** ASBA realizes a policy regarding teacher aides has no place in the certified personnel section, but state law now mandates it anyway.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: 6/10/04

Last Revised:

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

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

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

It is the intention of the board of directors that district staff not stigmatize students whose parents or guardians are sex offenders while taking necessary steps to safeguard the school community and comply with state law. Each school's administration should establish procedures so attention is not drawn to the accommodations necessary for registered sex offender parents or guardians.<sup>1</sup>

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

#### Notes:

<sup>1</sup> 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 References:       A.C.A. § 12-12-913 (g) (2)  
                                  Arkansas Department of Education Guidelines for "Megan's Law"  
                                  A.C.A. § 5-14-132

Date Adopted: 12/11/08 Effective: 07/01/09

Last Revised:

### **3.13—CERTIFIED PERSONNEL PUBLIC OFFICE**

- A.** 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.
- B.** 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/her absence.
- C.** Prior to taking leave, and as soon as possible after the need for such leave is discerned by the employee, he/she must make written request for leave to the Superintendent, setting out, to the degree possible, the dates such leave is needed.
- D.** An employee who fraudulently requests sick leave for the purposes of taking leave to serve in public office may be subject to nonrenewal or termination of his/her employment contract.

Legal Reference: A.C.A. § 6-17-115

Date Adopted: 06/10/04

Last Revised:

### **3.14—CERTIFIED PERSONNEL JURY DUTY**

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

Legal Reference: A.C.A. § 16-31-106

Date Adopted: 6/10/04

Last Revised:

### **3.16—CERTIFIED PERSONNEL REIMBURSEMENT FOR PURCHASE OF SUPPLIES AND TRAVEL**

**A.** Employees shall be reimbursed at the state rate 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. It is the responsibility of the employee to determine the appropriate supervisor from which he/she must obtain approval.

Employees shall be reimbursed for the actual expenses incurred for meals (original itemized receipts must be turned in, not copies) as per the following maximum daily rate of : \$48.00. The first and last day would be paid at 75% of the maximum daily rate. Approved workshop registration fees and overnight lodging will be paid in full by the district. Reimbursement claims must be made on forms provided by the District.

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

**C.** 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 their behalf by the school and subtracted from their total supply and material allocation. Teachers may also purchase materials and supplies using their own funds and apply for reimbursement by submitting itemized receipts. Receipts totaling less than \$20 will be held until total receipts are equal to or greater than \$20. 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.

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

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

Date Adopted:6/10/04

Last Revised: 11/09/09

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

- A.** Employees are protected from abusive language and conduct by state law. An employee may report to the police any language that is calculated to:
- a. Cause a breach of the peace;
  - b. Materially and substantially interfere with the operation of the school; and/or
  - c. 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: 6/10/04

Last Revised:

### **3.18—CERTIFIED PERSONNEL OUTSIDE EMPLOYMENT**

- A.** An employee of the District may not be employed in any other capacity during regular working hours.
- B.** An employee may not accept employment outside of his/her 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.
- C.** The superintendent, or his/her designee(s), shall be responsible for determining whether outside employment is incompatible, conflicting or inappropriate.

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

Date Adopted: 6/10/04

Last Revised:

### **3.21—CERTIFIED PERSONNEL TOBACCO USE**

**A.** Smoking or the use of tobacco, or product 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: 6/10/04

Last Revised:

### **3.22—DRESS OF CERTIFIED EMPLOYEES**

**A.** All teachers should set an example before the students by dressing in moderation and keeping abreast of the present styles. Teachers are reminded that they are professionals and that their dress should enhance the educational setting.

Date Adopted: 6/10/08

Last Revised:

### **3.23—CERTIFIED PERSONNEL POLITICAL ACTIVITY**

- A.** Employees are free to engage in political activity outside of work hours and to the extent that it does not affect the performance of their duties or adversely affect important working relationships.
  
- B.** 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:
  - a. Using students for preparation or dissemination of campaign materials;
  - b. Distributing political materials;
  - c. Distributing or otherwise seeking signatures on petitions of any kind;
  - d. Posting political materials; and
  - e. Discussing political matters with students, in or out of the classroom, in other than circumstances appropriate to the nature of the class.

Date Adopted: 6/10/04

Last Revised:

### **3.24—CERTIFIED PERSONNEL DEBTS**

- A.** All employees are expected to meet their financial obligations. If an employee writes "hot checks" or his/her income garnished, dismissal may result.
- B.** 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.
- C.** 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.
- D.** 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: 6/10/04

Last Revised:

### 3.25—CERTIFIED PERSONNEL GRIEVANCES

#### ARTICLE VIII - COMPLAINT AND GRIEVANCE PROCEDURE

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

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

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

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.

An employee is any person employed under a written contract by this school district.

An immediate supervisor is the person immediately superior to an employee who directs and supervises the work of that employee.

A day is a calendar day, unless otherwise specified. A working day is a 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.

The grievance process has four (4) levels:

1. **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 days following the conference, the matter will be considered resolved and the employee shall have no further right with respect to said grievance. If the grievance cannot be resolved by the immediate supervisor, the employee can advance the grievance to Level Two. To do this, the employee must complete the top half of the Level Two Grievance Form within five working days of the discussion with the immediate supervisor, citing the manner in which the specific personnel policy was violated that has given rise to the grievance, and submit the Grievance Form to his/her immediate supervisor. The supervisor will have ten working days to respond to the grievance using the bottom half of the Level Two Grievance Form which he/she will submit to the building principal or, in the event that the employee's immediate supervisor is the building principal, the superintendent.
2. **Level Two** - Upon receipt of a Level Two Grievance Form, the building principal or superintendent (hereinafter "recipient") will have ten working days to schedule a conference with the employee filing 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. After the conference, the recipient 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 (if appropriate) or appealed to

the Board of Education within five (5) days of the conference, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

3. **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 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. After the conference, the superintendent will have ten working days in which to deliver a written response to the grievance to the employee.
4. **Level 4** - An employee who remains unsatisfied by the written response of the superintendent may appeal the superintendent's decision to the Board within five working days of his/her receipt of the Superintendent's written response by submitting a written request for a board hearing to the board president, with a copy sent to the superintendent. If the grievance is not appealed to the Board of Directors within five 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 a grievance. 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 not to be grievable, the matter shall be considered closed. If the Board rules the grievance to be grievable, they shall immediately commence a hearing on the grievance. All parties have the right to representation by a person of their own choosing who is not a member of the employee's immediate family at the appeal hearing before the Board of Directors. The employee shall have no less than 90 minutes to present his/her grievance and both parties shall have the opportunity to present and question witnesses. The hearing shall be open to the public unless the employee requests a private hearing. If the hearing is open, the parent or guardian of any student under the age of eighteen years who gives testimony may elect to have the student's testimony given in closed session. At the conclusion of the hearing, if the hearing was closed, the Board of Directors may excuse all parties except board members and deliberate, by themselves, on the hearing. At the conclusion of an open hearing, board deliberations shall also be in open session unless the board is deliberating the employment, appointment, promotion, demotion, disciplining, or resignation of the employee. A decision on the grievance shall be announced no later than the next regular board meeting.

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

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.

**B.** The Lamar School District utilizes the chain of authority for the processing of complaints, problems or grievances of parents concerning discipline and grades of their children. In order to satisfactorily alleviate the problem, the following procedure shall be followed:

1. In problems concerning grades, which a teacher has recorded for student and the parent wants an explanation of the grade, desires to know how to help the student or the parent is abusive or irritated, the teacher shall refer the parent to the building principal. The principal shall arrange a conference between the parent and the teacher concerned. In the teacher-parent conference, the teacher shall provide explanations, substantiate grades and provide the parent with methods and materials, which may strengthen the student.
2. In cases in which the parent is irate or abusive to the teacher concerning grades recorded or discipline rendered, the teacher shall refer the parent to the principal. The principal shall arrange a conference between the parent, the teacher involved and, when necessary, the student. In cases of this nature, the principal shall also be present.

3. If the parent is not satisfied with the teacher's and principal's explanations, the parent may request to discuss the problem with the superintendent and the others involved.
4. Parents who are still not satisfied after the conference with the superintendent and others involved may request to have the problem brought before the Board for consideration.
5. Teachers are not required to talk either directly or by telephone to parents who are irate, abusive, threatening of using foul language. They should be referred to the principal. Letters or notes from the parents with the same nature or attitude are not to be answered other than to refer them to the principal.
6. Elsewhere in the Lamar School Board Policies, the procedure to address the School Board concerning such matters is detailed; however, basically the parent must write a letter requesting to address the Board. the letter must name the names of the teacher, principal, and all others involved and specifically state the complaint, problem or grievance. the letter is to be sent to the president of the Board of Education in care of the president or the superintendent at least seven (7) days prior to the next regular meeting. If the complaint is of an immediate nature, the parent may request a special meeting from the president of the Board of Directors. The president may or may not comply with the request.
7. Both parties shall be allowed the use of a representative to present his/her case during the grievance process.

Legal References:A.C.A. § 6-17-208, 210

Date Adopted: 6/10/04

Last Revised:

**CERTIFIED PERSONNEL LEVEL TWO GRIEVANCE FORM**

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

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

Personnel Policy grievance is based upon:

\_\_\_\_\_

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

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What would resolve your grievance? \_\_\_\_\_

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Supervisor's Response

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

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Date Adopted: 6/10/04

Last Revised:

### **3.26—CERTIFIED PERSONNEL SEXUAL HARASSMENT**

- A.** The Lamar 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.
  
- B.** 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.
  
- C.** 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.
  
- D.** 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:
  - a. Submission to the conduct is made, either explicitly or implicitly, a term or condition of an individual's education or employment;
  - b. 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
  - c. Such conduct has the purpose or effect of substantially interfering with an individual's academic or work performance or creates an intimidating, hostile, or offensive academic or work environment.
  
- E.** The terms "intimidating," "hostile," and "offensive" include conduct of a sexual nature that has the effect of humiliation and 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.
  
- F.** 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.
  
- G.** Actionable sexual harassment is generally established when an individual is exposed to a pattern of objectionable behaviors or when a single, serious act is committed. What is, or is not, sexual harassment will depend upon all of the surrounding circumstances. Depending upon such circumstances, examples of sexual harassment include, but are not limited to: unwelcome touching; crude jokes or pictures; discussions of sexual experiences; pressure for sexual activity; intimidation by words, actions, or insults, or name calling; teasing related to sexual characteristics; and spreading rumors related to a person's alleged sexual activities.
  
- H.** 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.
  
- I.** 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.

- J. 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: 6/10/04

Last Revised:

### **3.27—CERTIFIED PERSONNEL SUPERVISION OF STUDENTS-STUDENT WELFARE**

- A.** The welfare of the student should be the first concern of the teacher.
- B.** The teacher shall withhold confidential information about a pupil unless its release serves a professional purpose. Any release must meet the Family Educational rights and Privacy Act of 1974 as stated in the Administrative or School Board Policy on student records.
- C.** Teachers should be impartial and just in dealings with students.
- D.** A teachers should employ friendliness, patience, sympathy, courtesy, firmness, and sincerity in dealing with pupil problems and attitudes
- E.** A teacher should avoid religious and political indoctrination of pupils.
- F.** A teacher should refrain from commenting unprofessionally about a pupil or his home.
- G.** A teacher should encourage students to study various points of view and respect their rights to form their own judgments.
- H.** A teacher should be available for parent and pupil consultation in appropriate place and manner.
- I.** A teacher should keep adequate and accurate records regarding the pupil's progress and be prepared to answer reasonable questions concerning tests or grades.
- J.** Pupils are not to be given failing grades in scholarship because of behavior problems.
- K.** Examination papers and classroom exercise should be graded and returned to students promptly with opportunity for student to ask reasonable questions about the test or mark received. Such graded papers may be taken home and deductions of a letter grade may be made if they are not returned by the time designated by the teacher.
- L.** Teachers should become familiar with the Code of Ethics for the Arkansas Teaching Profession.
- M.** 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: 6/10/08

Last Revised:

### 3.28—CERTIFIED PERSONNEL COMPUTER USE POLICY

The Lamar School District provides computers and/or computer Internet access for many employees, to assist employees in performing work related tasks. Employees are advised that they enjoy no expectation of privacy in any aspect of their computer use, including email, and that under Arkansas law, both email and computer use records maintained by the district are subject to disclosure under the Freedom of Information Act.

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

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

Legal References: 20 USC 6801 et seq. (Children's Internet Protection Act; PL 106-554)

A.C.A. § 6-21-107

A.C.A. § 6-21-111

Date Adopted: 6/10/04

Last Revised: 5/18/09

### 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;

- 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: 6/10/08

Last Revised:

3.29—CERTIFIED PERSONNEL SCHOOL CALENDAR

A. The superintendent and Personnel Policy Committee shall present to the Board, for its approval, the calendar for the succeeding year at the March regular Board meeting. The superintendent, in developing the calendar, shall accept and consider recommendations from any staff member or group wishing to make calendar proposals.

B. A copy of the calendar for the succeeding year shall be attached to contracts issued to certified personnel.

**Lamar School District  
School Year Calendar 2011/2012**

August 2011							November 2011							January 2012							April 2012						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6			1	2	3	4	5	1	2	3	4	5	6	7	1	2	3	4	5	6	7
7	8	9	10	11	12	13	6	7	8	9	10	11	12	8	9	10	11	12	13	14	8	9	10	11	12	13	14
14	15	16	17	18	19	20	14	15	16	17	18	19	20	15	16	17	18	19	20	21	15	16	17	18	19	20	21
21	22	23	24	25	26	27	21	22	23	24	25	26	27	22	23	24	25	26	27	28	22	23	24	25	26	27	28
28	29	30					28	29	30					29	30	31					29	30					
September 2011							December 2011							February 2012							May 2012						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3					1	2	3				1	2	3	4			1	2	3	4	5
4	5	6	7	8	9	10	4	5	6	7	8	9	10	5	6	7	8	9	10	11	6	7	8	9	10	11	12
11	12	13	14	15	16	17	11	12	13	14	15	16	17	12	13	14	15	16	17	18	13	14	15	16	17	18	19
18	19	20	21	22	23	24	18	19	20	21	22	23	24	19	20	21	22	23	24	25	20	21	22	23	24	25	26
25	26	27	28	29	30		25	26	27	28	29	30	31	26	27	28	29				27	28	29	30	31		
October 2011							8/17 <i>Begin 1<sup>st</sup> Quarter</i> 9/5 <b>Labor Day</b> (NS) 9/20 <b>Parent/Teacher Conf.</b> 10/14 <i>End 1<sup>st</sup> Quarter (42)</i> 10/17 <b>Fall Break</b> 10/18 <i>Begin 2<sup>nd</sup> Quarter</i> 11/23-27 <b>Thanksgiving</b>							March 2012							1/2 <b>Pro-Dev (NS)</b> 1/3 <i>Begin 3<sup>rd</sup> Quarter</i> 1/16 <b>MLK Day</b> (NS) 2/16 <b>Parent/Teacher Conf.</b> 2/17,20 <b>Winter Break</b> (NS) 3/9 <i>End 3<sup>rd</sup> Quarter</i> (46) 3/12 <i>Begin 4<sup>th</sup> Quarter</i>						
S	M	T	W	T	F	S								S	M	T	W	T	F	S							
						1					1	2	3				1	2	3								
2	3	4	5	6	7	8	4	5	6	7	8	9	10	4	5	6	7	8	9	10							
9	10	11	12	13	14	15	11	12	13	14	15	16	17	11	12	13	14	15	16	17							
16	17	18	19	20	21	22	16	17	18	19	20	21	22	18	19	20	21	22	23	24							
23	24	25	26	27	28	29	23	24	25	26	27	28	29	25	26	27	28	29	30	31							



### **3.30—PARENT-TEACHER COMMUNICATION**

#### Section 2 - Parent-Teacher Conferences

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 school year with the parents/legal guardians of each of their assigned students to discuss the child's academic progress. The communications may be through a parent-teacher conference, a telephone conference, letter, e-mail or a signed Progress Report. More frequent communication is required with parents/legal guardians if 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 to the parents/legal guardians in a personal conference if at all possible.

Legal References: 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: 6/10/04  
Last Revised: 4/13/09

### **3.31—DRUG FREE WORKPLACE & DRUG TESTING 3.7- CERTIFIED PERSONNEL**

**A.** The Lamar School district is dedicated to providing a drug free workplace for all employees. The District also recognizes that the problem of the use, possession, and sale of illegal drugs by employees may extend to the workplace and requires both attention and action by everyone.

When it has been established that an employee possesses or is under the influence of illegal drugs or other materials expressly prohibited by federal, state, or local laws, or of any mind altering non-prescribed substances while he/she is on school property, at school functions, or on official school business, he/she will be subject to probation, suspension with or without pay, or dismissal. the employee may be reported to legal authorities. Each incident shall be considered individually by the School Board.

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

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.

Safety-sensitive function includes:

1. All time spent inspecting, servicing, and/or preparing the vehicle;
2. All time spent driving the vehicle;
3. All time spent loading or unloading the vehicle or supervising the loading or unloading of the vehicle; and
4. All time spent repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

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.

The following prohibitions are in force:

1. 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;

2. No driver shall use alcohol while performing safety-sensitive functions;
3. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol
4. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first,
5. No driver shall refuse to submit to an alcohol or drug test that is random, in conjunction with an accident, or due to reasonable suspicion.
6. 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;
7. 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.

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 to an alcohol or controlled substances test means that the driver

1. 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;
2. Failed to remain at the testing site until the testing process was completed;
3. Failed to provide a urine specimen for any required drug test;
4. Failed to provide a sufficient amount of urine without an adequate medical reason for the failure;
5. Failed to undergo a medical examination as directed by the Medical Review Officer as part of the verification process for the previous listed reason;
6. Failed or declined to submit to a second test that the employer or collector has directed the driver to take;
7. Failed to cooperate with any of the testing process; and/or
8. Adulterated or substituted a test result as reported by the Medical Review Officer

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

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

triggering the driver's removal from duty.

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

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

Date Adopted: 6/10/04

Last Revised:

Notes:

<sup>1</sup> You have the option of also requiring an alcohol test, but you may not selectively require it, i.e. if you require it for one prospective employee you must require it for all prospective employees.

<sup>2</sup> While A.C.A. § 6-19-108(e) permits a district to hire a non-certified bus driver in an emergency situation, 49CFR382.301 forbids a first time driver (employee) from performing any safety sensitive functions prior to the district receiving a negative drug test for the employee. Therefore, ASBA advises not hiring a bus driver under A.C.A. § 6-19-108(e) until he/she has had a negative drug/alcohol test.

<sup>3</sup> While the provisions for fines contained in 27-23-209 do not apply to school districts, school districts are still required to comply with this law. It is for this reason, along with simple prudence in not hiring a person who receives a positive drug/alcohol test, that this language is included. The request for information required by the state is in addition to the federal requirement (49CFR40.25(a)(b)) that you request drug and alcohol test results from any U.S. Department of Transportation regulated employers who have employed the employee during any period during the two years prior to the date of the employee's application.

<sup>4</sup> Employers are required to report to the Office of Driver Services of the Revenue Division of the Department of Finance and Administration within three (3) business days the results of an alcohol test if it was performed due to cause or as part of random testing and the results were positive or the employee refused to provide a specimen for testing.

<sup>5</sup> The drivers covered under this policy are those who are required to have a teaching license as a prerequisite for their job. Federal law requires you to remove them from safety-sensitive functions when a drug or alcohol related problem exists, but does not enter into the realm of dismissing them from their teaching duties. Bus drivers who are not also teaching licensed personnel are covered under the Classified Policy 8.4 and may be dealt with given the specific provisions of their employment. ASBA recommends that licensed employees who are hired for driving a bus in addition to their teaching responsibilities be hired under separate contracts for each position.

**3.31F—DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT**

CERTIFICATION

I, hereby certify that I have been presented with a copy of the \_\_\_\_\_ 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 \_\_\_\_\_

Date Adopted: 12/11/09 Effective Date: 07/01/09

Last Revised:

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

- A.** Extra curricular duties are considered a normal part of teacher's work and it will be necessary for all teachers to share them.
- B.** From time to time, extra duties may be assigned to certified personnel by the school principal or the superintendent as circumstances dictate.
- C.** Certified personnel shall not be assigned to sponsor an extra-curricular activity without being consulted by the principal and shall not be asked to sponsor more than one (1) such type of activity unless they volunteer to do so.
- D.** Certified personnel will not be assigned non-teaching duties before or after school without their permission except in cases of emergency.
- E.** Teachers who accept non-teaching duties on a continuing basis shall be compensated for such duties. An exception to this is school ground duty before and after school when school buses make double runs.
- F.** Assignments of non-teaching duties, faculty committee appointments, and extra-curricular activities should be equitably distributed and rotated where preferences of teachers overlap.
- G.** Extra duties will be compensated according to the supplemental salary schedule.
- H.** Clubs and their sponsors may work the concession stand for a monetary payment per night as determined by the administration.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: 06/10/04

Last Revised: 02/09/09

### **3.35—CERTIFIED PERSONNEL BENEFITS**

- A.** All members of the professional staff must be members of the Arkansas Retirement System.
- B.** The Lamar School District's contribution to the teacher retirement system shall meet the State minimum contribution as required by law.
- B.** All certified employees of the district are covered by Social Security and Workman's Compensation.
- C.** Voluntary participation in the state-provided health insurance is available.
- E.** The Lamar School District's contribution to the state-provided health insurance shall meet or exceed the State Minimum contribution required by law.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: 6/10/04

Last Revised: 10/13/08

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

- A.** Dismissal of faculty members shall comply with requirements of the Arkansas Teacher Fair Dismissal Act. A copy is available for review in the office of the principal of each school building. The Board may dismiss any teacher for one or more causes including those listed hereon:
- Physical disability that would prevent the proper execution of his/her duties.
  - Incompetence.
  - Insubordination.
  - Immorality.
  - Gross violation of professional ethical standards.
- B.** Any teacher who, in the opinion of the principal and superintendent is not rendering efficient and competent service, shall be given written notice by the superintendent of the particular areas in which such service is considered to be inefficient and incompetent. A meeting with the principal and superintendent will be arranged to discuss the alleged deficiencies. The teacher shall have the right to have any spokesman and/or representatives desired by him or her present at this meeting. A teacher, so charged, will be given reasonable time, agreed upon by the teacher and the administration, to remedy the alleged deficiencies.
- C.** If the teacher, in the opinion of the superintendent and principal, has not remedied the alleged deficiencies within this time limit, the teacher shall be given written notice of the alleged deficiencies, which have not been remedied.
- D.** The steps outlined in the Procedure for Dismissal of Employees shall then be followed in resolving such cases.

#### **Procedure for Dismissal of Employees**

- A.** If a situation arises whereby the discharge of a teacher appears likely or necessary, the procedures set forth in the Arkansas Teacher Fair Dismissal Act shall be followed.
- B.** After the procedure outlined in Article V Section 1B has been followed, a teacher who has not remedied the alleged deficiencies, the superintendent may recommend to the Board that he or she be dismissed or his/her contract not be renewed for just and reasonable cause.
- C.** When the Board receives evidence which it considers sufficient to dismiss or not renew the contract of a teacher, it shall, prior to dismissal, notify the teacher in writing. Such notice shall:
- Advise the teacher of the cause or causes of his/her proposed dismissal in sufficient detail to fairly enable him/her to show any error, which may exist.
  - Advise him/her, that upon request in writing, the names and the nature of the testimony of witnesses against him/her shall be furnished.
  - Advise the teacher, that upon request in writing, he/she will be accorded a hearing at which he/ she may be represented by legal counsel and introduce witnesses to his/her defense.
- D.** When the teacher has received a notice of proposed dismissal or nonrenewal, he/she may, within the time specified by law after receipt of such notice; file a written request for a hearing before the Board. Said request shall be to the President of the Board of Education and/or the superintendent. Upon receipt of such request the Board shall grant a hearing in accordance with the following provisions:

The hearing shall take place within the time specified by law after the written request has been sent to the Board of Education, except that the teacher and the Board may, in writing, agree to postpone such hearing.

The hearing shall be private unless the Board or the teacher shall request that the hearing be public if permitted by law.

It shall not be necessary that a full record of the hearing be made and preserved unless: a) the Board shall elect to make and keep a record of the hearing, at its own expense, in which event a copy shall be furnished the teacher, upon request, without cost to the teacher; b) a request is filed with the Board by the teacher in writing at least twenty-four (24) hours prior to the time set for the hearing, in, which event the Board shall make and keep, at its own expense, a record of the hearing, and shall furnish a copy to the teacher.

- E.** The Board, after hearing all the facts pertaining to the matter, shall then reach a decision with respect to dismissal and notify the person of its final decision, within the time required by law after the hearing. All concerned parties shall be sent a written copy of any decision.
- F.** It shall not be necessary that a teacher request a hearing as authorized in this Act as a prerequisite to seek any remedy, at law or equity that may be available to the teacher, nor shall anything in the Act limit or restrict the right of a teacher to seek any remedy at law or equity now provided by law.
- G.** In accordance with state and federal laws, the Board of Education shall make the final decision on all dismissal or non-renewal cases.
- H.** The above policies and procedures may not be violated by the Board except in cases involving morals, mental illness, or other conditions which may require immediate action to protect the safety and welfare of the children.
- I.** Neither the teacher nor the Board may orally waive any of the written notices or other conditions required by law.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: 6/10/04

Last Revised:

### **3.38—CERTIFIED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING**

- A.** 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.
- B.** District staff are required to help enforce implementation of the district's anti-bullying policy. The district's definition of bullying is included below. Students who bully another person are to be held accountable for their actions whether it occurs on school grounds; off school grounds at a school sponsored or 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.
- C.** Bullying is defined as any pattern of behavior by a student, or a group of students, that is intended to harass, intimidate, ridicule, humiliate, or instill fear in another child or group of children. Bullying behavior can be a threat of, or actual, physical harm or it can be verbal abuse of the child. Bullying is a series of recurring actions committed over a period of time directed toward one student, or successive, separate actions directed against multiple students.
- D.** 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.
- E.** A school employee who has reported violations under the school district's policy shall be immune from any tort liability which may arise from the failure to remedy the reported incident.

Legal Reference: A.C.A. § 6-18-514

Date Adopted: 6/10/04

Last Revised:

**3.39— CERTIFIED PERSONNEL RECORDS AND REPORTS**

- A.** All certified personnel shall maintain daily attendance records, and make daily attendance reports to the office in their particular schools.
- B.** All certified personnel shall make reports that are required by law and those that are requested by the principal.

Legal Reference: A.C.A. § 6-17-104

Date Adopted: 06/10/04  
Last Revised:

### **3.40—CERTIFIED PERSONNEL DUTY TO REPORT CHILD ABUSE, MALTREATMENT OR NEGLECT**

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

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

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

Legal References: A.C.A. § 12-12-504, 507, 517

Date Adopted: 6/10/04

Last Revised: 5/18/09

### **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 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.

Certified personnel 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.

Date Adopted: 05/18/09

Last Revised:

### **3.42-CERTIFIED PERSONNEL ATTENDANCE**

- A.** In case of absence because of illness, the teacher is asked to notify the principal at the earliest possible moment, preferably the day before the expected absence. If possible the principal should be notified the day before the teacher expects to return.
- B.** Selection of substitute teachers will be made by the principal, who shall select the best-qualified personnel available.
- C.** Teachers are expected to report to their assigned buildings no later than 8:00 a.m. unless they are on other assigned duty. Regular dismissal time for teachers is 3:40.
- D.** Teachers are not to leave the building or grounds during school hours without clearing such absence with the principal.
- E.** Teachers shall not leave students unattended unless there is an emergency.
- F.** Teachers are expected to attend promptly all meetings designated by the administration for them to attend, including student assemblies and pep rallies in the junior and senior high school. there will be at least one general faculty meeting each semester at which the superintendent will preside.

Date Adopted: 06/10/04

Last Revised:

### **3.43-SUBSTITUTE TEACHERS**

- A.** All substitute teachers are to be called by the principal of the school in which they are to work. The principal shall endeavor to secure qualified personnel.
- B.** All substitute teachers are to be paid through the business office.
- C.** The rate of pay for substitute teachers is \$60 per day.

Date Adopted: 06/10/04

Last Revised:

### 3.44-STUDENT TEACHERS OR COLLEGE STUDENT OBSERVERS

- A.** Student teachers shall be placed in classrooms only with approval of the classroom teacher.
- B.** Remuneration made by the college for supervising service to the student teacher shall be made directly to the supervising teacher.
- C.** Supervisors of college students participating in an observation program shall notify the principal of each school in the Lamar District one week prior to arrival.

Date Adopted: 06/10/04

Last Revised:

### 3.45—CERTIFIED PERSONNEL SOCIAL NETWORKING AND ETHICS

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

It is the duty of each staff member to appropriately manage at the highest professional level all electronic interactions, regardless of whether the contact is with students, parents or fellow employees. Staff members should always adhere to the same ethical standard in electronic communication as is expected in face-to-face or standard written communication to ensure that the appropriate staff/student relationship is maintained. This includes instances when students initiate contact or behave inappropriately themselves.

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

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

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

Accessing social networking websites for personal use during school hours is prohibited, except during breaks or preparation periods. Staff should be aware that the use of social networking sites during school hours could give the public appearance that such access is occurring during instructional time. Staff shall not access social networking websites using district equipment at any time, including during breaks or preparation periods, except in an emergency situation or with the express prior permission of administration. Further, the posting of any private or confidential school district material on such websites is strictly prohibited.

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

No employee will be held responsible for unauthorized postings or transmissions made without the employee's knowledge or consent, provided that the employee takes prompt and reasonable steps to remove the unauthorized messages.

**Definitions:**

Social networking websites are online groups of Internet users allowing communication between multiple individuals. The fundamental purpose of social networking websites is to socialize. Examples include, but are not limited to, Facebook, MySpace, and Twitter. Staff members are discouraged from creating personal social networking sites to which they invite students to be friends or followers. Employees taking such action do so at their own risk and are advised to monitor the site's privacy settings regularly.

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

Date Adopted: 6/13/11

Last Revised: 6/13/11

### 3.46-NEGOTIATIONS

**A.** While the School board will be receptive to and consider recommendations from faculty, groups, and no organizations including the AEA and NEA, and teachers' unions, individuals, or representatives, or any other group will be recognized for negotiations.

Date Adopted: 06/10/04

Last Revised:

### 3.47- EQUITY INFORMATION

- A.** It is the policy of the Lamar School district to provide equal opportunities without regard to race and ethnicity (Title VI), gender (Title IX) qualified handicap (Section 504), age, and veteran in its educational programs and activities. This includes but is not limited to admissions, educational services, financial aid, and employment.
- B.** The responsibility for compliance with this policy and for oversight of the grievance procedure is the Educational Equity Coordinator. The Lamar School Board has designated as Equity Coordinator the following person:

Joyce Sanderson  
301 Elberta Street  
Lamar, Arkansas 72846  
479-885-6511

- C.** Complaints may be submitted by students, parents, employees, and other concerned citizens. Grievances must be submitted within twenty (20) working days of the alleged violation. Complaints are to be made on an approved complaint form available in the Coordinator's office. All grievances shall be handled following a four-step process:

#### **Step One**

1. The complainant is encouraged to visit with the equity coordinator. For purposes of maintaining chronology, a written complaint form is to be completed.
2. The coordinator shall make a reasonable effort to bring about resolution.
3. The complainant has the right to waive this informal step should he/she feel an authoritative decision by a principal or the superintendent is in order.

#### **Step Two**

1. Should the informal resolution be deemed dissatisfying or waived altogether, the complainant will submit a written complaint to the coordinator.
2. The coordinator must notify the respondent (person alleged of discriminatory action) within three (3) working days, requesting a written response which is signed and dated.
3. The coordinator shall schedule a meeting of the complainant, respondent, himself, and the appropriate administrator. This meeting is to be scheduled within ten (10) working days of the submitted complaint.
4. The administrator will have five (5) working days within which to render a decision. The decision may be made in consultation with the superintendent and it is to be written with involved parties receiving copies.

#### **Step Three**

1. Should either party be dissatisfied with the administrative decision, an appeal may be submitted to the coordinator within ten (10) working days of the previous decision.
2. The coordinator will alert the Board within three (3) working days of the appeal, ensuring that copies of the previous complaint, response, and decision are given to Board members.
3. The Board will have fifteen (15) working days subsequent to the appeal to schedule a hearing. The involved parties are to be notified of the place, time, and date of the meeting.
4. At the meeting, the Board will afford due process to the parties.

5. Both grievant and respondent are to be notified in writing of the Board's decision within five (5) working days of the hearing.

**Step Four**

1. An appeal of the Board's decision can be made within thirty (30) calendar days of the decision to the following agency:

Office for Civil Rights, Region VI  
1200 Main Tower Building - Suite 2260  
Dallas, Texas 75202-9998  
214-767-3959 or 767-3639

The time frames given may be extended upon mutual consent of those involved.

In the event, that the alleged violator is a building principal, the superintendent shall decide the case. If the wrongdoing is alleged of the superintendent, the School Board shall decide the case.

Date Adopted: 06/10/04

Last Revised:

**3.48- PERSONNEL POLICY COMMITTEE**

**A.** Building elections will be conducted for nominees during the first week of May. A school-wide election to approve the slate of nominees will be conducted during the second week of May

**B.** The committee shall consist of the following members:

Two (2) teachers from the high school

Two (2) teachers from the middle school

Two (2) teachers from the elementary school (grades 1-4)

One (1) teacher from the kindergarten building

Three (3) administrators

**C.** The superintendent will call the first meeting, at which time the chairman will be elected. Thereafter, the chairman will call the meetings.

**D.** For each building with two (2) representatives, one will be a two-year term. The two-year term will be determined by a draw to be conducted at the first meeting of the committee.

DATE ADOPTED:  
09/11/06

LAST REVISED:

