

# **LICENSED PERSONNEL POLICIES**

## **SECTION 3 OF 8**

## **SECTION 3 – LICENSED PERSONNEL**

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### **3.1 LICENSED PERSONNEL SALARY SCHEDULES**

The school board shall enter into contracts of employment with licensed personnel. The salary of licensed personnel shall be in accordance with the district's salary schedule as determined by certification, experience, and/or any other criteria approved by the school board in keeping with the laws of the state. No licensed person may waive payment according to the salary schedule. Salary will be calculated based on creditable experience and educational level as of October 1 of each year.

#### **Payment of salary**

All contracted employees are paid in twelve (12) equal payments. Employees will be paid on the 20th day of the month. If this date day falls on a weekend, employees will be paid on the Friday immediately preceding the 20th day of the month.

#### **Creditable experience**

Upon employment, experienced personnel will be placed on the salary schedule by crediting previously earned certified teaching experience as follows:

- (1) One experience step will be given for each completed year of full time (160 or more contracted days) employment with any K-12 public school or any private K-12 school that is accredited by a nationally or regionally recognized accrediting agency.
- (2) Credit will not be given for years of teaching without a valid teaching license or from a school that do not meet the criteria in item one (1).
- (3) Credit will be given for full time experience with school age children while employed as a licensed SLP (Speech Language Pathologist) or LPE (Licensed Psychological Examiner).

#### **Increments**

Experience increments: In order to receive a salary schedule experience increment, a returning employee must have been paid under contract for at least 160 days during the previous fiscal year. One experience step will be given for each year of employment in the Cabot School District. An employee working a minimum of three periods per day will be given one experience step on the salary schedule for every two years of part-time employment in the Cabot School District.

Education increments: In order for an employee to receive a salary schedule education increment in the current fiscal year, course work must be completed and official transcript(s) reflecting this course work must be received in the district's administrative office by October 1. Hours counting on the salary scale increments must meet the following criteria:

All hours counting toward increments on the salary schedule must be graduate level courses (e.g. 5000+ or 500+ level courses). Hours counting toward the Masters +12 increments must be earned after the granting of the Masters degree.

Districts shall distribute funding for health insurance coverage in accordance with state law, the Affordable Care Act. The District reserves the right to adjust the monthly distribution as necessary to account for changes in staffing, student population, and the ADE determination of the funding required to be distributed based on the funding matrix. Specifically, the amount distributed to each employee is NOT part of their salary and is NOT guaranteed to be the same

from month-to-month or year-to-year.

Legal Reference: A.C.A. § 6-17-204 (c)(2)

Date Adopted: April 22, 2002

Date Updated: May 20, 2014

**Cabot Public Schools - 4304  
Certified Salary Schedule**

**Effective Date: July 1, 2017**

**Board adoption: 3/13/17**

**190 day contracts**

Experience Step	Masters				
	Bachelor	Bach + 12	Bach + 24	Bach + 36	Ma + 12
0	40,675	41,560	42,445	43,330	44,215
1	41,365	42,250	43,135	44,020	44,905
2	42,055	42,940	43,825	44,710	45,595
3	42,745	43,630	44,515	45,400	46,285
4	43,435	44,320	45,205	46,090	46,975
5	44,125	45,010	45,895	46,780	47,665
6	44,815	45,700	46,585	47,470	48,355
7	45,505	46,390	47,275	48,160	49,045
8	46,195	47,080	47,965	48,850	49,735
9	46,885	47,770	48,655	49,540	50,425
10	47,575	48,460	49,345	50,230	51,115
11	48,265	49,150	50,035	50,920	51,805
12	48,955	49,840	50,725	51,610	52,495
13	49,645	50,530	51,415	52,300	53,185
14	50,335	51,220	52,105	52,990	53,875
15	51,025	51,910	52,795	53,680	54,565
16	51,715	52,600	53,485	54,370	55,255
17	52,405	53,290	54,175	55,060	55,945
18	53,095	53,980	54,865	55,750	56,635
19	53,785	54,670	55,555	56,440	57,325
20	54,475	55,360	56,245	57,130	58,015
21		56,050	56,935	57,820	58,705
22		56,740	57,625	58,510	59,395
23			58,315	59,200	60,085
24			59,005	59,890	60,775
25				60,580	61,465
26				61,270	62,155
27					62,845
28					63,535

\\s\Ricky Hill, President of the Board

**Cabot School District**  
**Supplemental Salary Positions**  
**2017-2018**

**The following positions will receive an annual supplemental salary for additional responsibilities.**

Classified Personnel Policy Team Chair	\$700
Classified Personnel Policy Team Secretary	\$350
National Board Certified Teacher (NBCT)	\$2,000
Personnel Policy Committee Chair	\$700
Personnel Policy Committee Secretary	\$350
Single Sport Coaching (Golf, Wrestling, Baseball, Bowling, Swimming)	\$1,200
Topped Out Teacher	\$500
Elementary K-Kids Club	\$780
Elementary Lead Teacher (Pre-K - 4)	\$500
Elementary Parental Involvement Coordinator	\$650
Elementary Reading Road Trip Coordinator	\$1500
Elementary Yearbook	\$1,035
Middle School Builders Club	\$780
Middle School Jump Rope Team	\$130
Middle School Parental Involvement Coordinator	\$650
Middle School Quiz Bowl / Knowledge Master	\$525
Middle School Space Camp Bus Captain	\$100
Middle School Space Camp Coordinator	\$1,295
Middle School Team Leader	\$500
Middle School Yearbook	\$1,035
Junior High Art Club	\$780
Junior High Astronomy Club	\$780
Junior High Builders Club	\$780
Junior High Cheerleader Sponsor	\$2,750
Junior High Chess Club	\$780
Junior High Choral Director	\$1,300
Junior High Dance Sponsor	\$2,750
	\$750* /
Junior High Department Heads	\$975**



Junior High Forensics	\$2,600
Junior High Future Business Leaders of America (FBLA) Club	\$780
Junior High Media Club	\$780
Junior High National Junior Honor Society Club	\$780
Junior High Parental Involvement Coordinator	\$650
Junior High Quiz Bowl / Knowledge Master	\$1,035
Junior High Science Club	\$780
Junior High Student Council Club	\$780
Junior High Trapshooting Club	\$780
Junior High Yearbook	\$1,300
Freshman Academy Archery Club	\$780
Freshman Academy Art Club	\$780
Freshman Academy Chess Club	\$780
Freshman Academy Future Business Leaders of America (FBLA) Club	\$780
Freshman Academy Forensics	\$2,600
Freshman Academy Key Club	\$780
Freshman Academy National Junior Honor Society Club	\$780
Freshman Academy Parental Involvement Coordinator	\$650
Freshman Academy Student Council Club	\$780
Freshman Academy Professional Learning Community Chairs	\$750
Freshman Academy Quiz Bowl / Knowledge Master	\$1,035
Freshman Academy Science Club	\$780
Freshman Academy Yearbook	\$1,300
High School After-Prom Coordinator	\$650
High School Art Club	\$780
High School Astronomy Club	\$780
High School Auditorium Asst. Manager	\$2,000
High School Auditorium Manager	\$4,000
High School Career Technical Ed.	\$500
High School Celebration of Excellence Coordinator (2)	\$650
High School Cheerleader Sponsor	\$4000
High School Chess Club	\$780
High School Choral Director	\$1,500
High School Dance Sponsor	\$4000
High School Department Heads	\$750* / \$1300**
High School Ecology Club	\$780
High School Fall / Spring Play Director	\$6,000

High School Family, Career, Community Leaders of America (FCCLA) Club	\$780
High School Future Farmer's of America Club (FFA)	\$780
High School Flag Line Coordinator	\$2,600
High School Forensics Coach	\$6,000
High School French Club	\$780
High School Future Business Leaders of America (FBLA) Club	\$780
High School Future Educators Association Club	\$780
High School German Club	\$780
High School Graduation Coordinator	\$1,500
High School Hello Club	\$780
High School History Museum	\$650
High School Japanese Club	\$780
High School JROTC Asst. Director	\$1,300
High School JROTC Director	\$3,875
High School Junior High Civitan Club	\$780
High School Key Club	\$780
High School Mu Alpha Theta Club	\$780
High School National Honor Society Club	\$780
High School National Technical Honor Society Club	\$780
High School Newspaper	\$700
High School Parental Involvement Coordinator	\$650
High School Prom Coordinator	\$1,200
High School Quiz Bowl / Knowledge Master (2)	\$1,500
High School Spanish Club	\$780
High School Spring Musical Coordinator	\$1,560
High School Student Council Club	\$780
High School Technology Web Master (2)	\$650
High School Yearbook	\$3000
ACE/ALE Designated Process Coordinator	\$650
ACE/ALE Parental Involvement Coordinator	\$650

*+ stipend amount for those new to the position starting 2011-2012*

*\*\* stipend amount for those grandfathered in to the position prior to 2011-2012*

*\* stipend amount for those new to the position starting in 2012-2013*

*\*\* stipend amount for those grandfathered in to the position prior to 2012-2013*

**The following positions are under extended contracts (additional days only) and are computed based on level of education and years of experience:**

Elementary Guidance Counselors	200 days
Health and Wellness Coordinator	195 days
High School Agriculture	245 days
High School Automotive Technology	200 days
High School Construction Technology	195 days
High School Criminal Justice	195 days
High School Guidance Counselors	205 days
High School Guidance Counselors	215 days
High School Internship	205 days
High School JAG	205 days
High School Medical Professions	195 days
High School PLTW	205 days
High School Auditorium Manager	205 days
High School Forensics Coach	200 days
Junior High Business	200 days
Junior High Guidance Counselors	205 days
Junior High North EITE	205 days
Junior High South EITE	200 days
JROTC Director	225 days
JROTC Assistant Director	205 days
Middle School Guidance Counselors	200 days
Special Education Due Process Designee	197 days

**The following  
is not under extended contracts but are paid a flat index for duties:**

High School Choral Director	1.081
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**The following positions are under extended contract but are paid a flat index for all days and duties. These positions are computed based on level of education and years of experience:**

Assistant Band Director - High School	205 days	1.19
Assistant Band Director - Junior High	205 days	1.17
Head Band Director - High School	245 days	1.50
Head Band Director - Junior High	205 days	1.18
High School Broadcast (TV,Media)	245 days	1.40
Assistant Coach - High School	205 days	1.19
Assistant Coach - Junior High	205 days	1.17
Athletic Trainer	195 days	1.08
Head Coach - High School Football	245 days	1.53
Head Coach - High School Girls/Boys Basketball	245 days	1.50
Head Coach - High School	205 days	1.20
Head Coach - Junior High	205 days	1.18

**The following positions are paid on an hourly basis:**

Athletic Gate Workers	\$10
Athletic Scorekeeper	\$10
Athletic Weight Room Supervisor	\$10
Concession Stand	\$10
Driver's Education	\$25
ELO Lead Teacher	\$30
ELO	\$25
GED Testing	\$25
Homebound Instruction	\$25
Professional Development Trainer	\$25
Summer School (Secondary, ESY)	\$25
Supplemental Salary Committee - PPC (Clerical)	\$8
Supplemental Salary Committee - PPC (Research)	\$25

Legal Reference: A.C.A. § 6-17-204 (c)(2)  
Date Adopted: April 22, 2002  
Date Updated: August 15, 2017

## **3.2 LICENSED PERSONNEL EVALUATIONS**

Evaluations of district personnel shall be undertaken at least annually.

Any forms, procedures or other methods of evaluation, including criteria, are to be developed by the superintendent and or his/her designee(s), but shall not be part of the personnel policies of the district.

Teachers will be evaluated under the provisions and timelines of the Teacher Excellence Support System (TESS). Building level or district level leaders will be evaluated under the schedule and provisions required by the Leader Excellence and Development System (LEADS).

No person shall be employed in, or assigned to, a position that would require that he/she be evaluated by any relative.

Date Adopted: April 22, 2002

Date Revised: May 20, 2014

### **3.3 — EVALUATION OF LICENSED 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: May 22, 2012

Last Revised:

### **3.4 LICENSED PERSONNEL REDUCTION IN FORCE**

#### **SECTION ONE**

The School Board acknowledges its authority to conduct a Reduction In Force (RIF) when a decrease in enrollment or other reason(s) make such a reduction necessary or desirable. A RIF will be conducted when the need for a reduction in the work force exceeds the normal rate of attrition for that portion of the staff that is in excess of the needs of the district as determined by the superintendent.

In effecting a , RIF the primary goals of the school district shall be: what is in the best interests of the students; to maintain accreditation in compliance with the Standards of Accreditation for Arkansas Public Schools and/or the North Central Association; and the needs of the district. A RIF will be implemented when the superintendent determines it is advisable to do so and shall be effected through non-renewal, termination, or both. Any RIF will be conducted by evaluating the needs and long- and short-term goals of the school district, and by examining the staffing of the district in each licensure area and/or, if applicable, specific grade levels.

If a RIF becomes necessary in a licensure area or specific grade level(s), the RIF shall be conducted for each licensure area and/or specific grade level on the basis of each employee's points as determined by the schedule contained in this policy. The teacher with the fewest points will be non-renewed or terminated first. In the event of a tie between two or more employees, the teacher(s) shall be retained whose name(s) appear first in the board's minutes of the date of hire. There is no right or implied right for any teacher to "bump" or displace any other teacher. Being employed fewer than 160 days in a school year shall not constitute a year. It is each teacher's individual responsibility to ensure his/her point totals are current in District files.

#### **Points**

- Years of service in the district—1 point per year

All licensed position years in the district count including non-continuous years. Service in any position not requiring teacher licensure does not count toward years of service. Being employed fewer than 160 days in a school year shall not constitute a year.

- Graduate degree in any area of licensure in which the teacher will be ranked (only the highest level of points apply)
  - 1 point—Master's degree
  - 2 points—Master's degree plus thirty additional hours
  - 3 points—Educational specialist degree
  - 4 points—Doctoral degree
- National Board of Professional Teaching Standards certification—3 points
- Additional academic content areas of endorsement as identified by the state board—1 point per area
- Licensure for teaching in a state board identified shortage area—2 points
- Multiple areas and/or grade levels of licensure as identified by the state board—1 point per additional area or grade level as applicable. For example, a P-4 license or a 5-8 social studies license are each worth one point.

When the District is conducting a RIF, all potentially affected teachers shall receive a listing of licensed personnel with corresponding point totals. Upon receipt of the list, each teacher has ten (10) working days within which to appeal his or her assignment of points to the superintendent whose decision shall be final. Except for changes made pursuant to the appeals process, no changes will be made to the list that would affect a teacher's point total after the list is released.

A teacher with full licensure in a position shall prevail over a teacher with greater points but who is lacking full licensure in that subject area. "Full licensure" means an initial, or standard, non-contingent license to teach in a subject area or grade level, in contrast with a license that is provisional, temporary, or conditional on the fulfillment of additional course work or passing exams or any other requirement of the Arkansas Department of Education, other than the attainment annual of professional development training.

Pursuant to any RIF brought about by consolidation or annexation and as a part of it, the salaries of all teachers will be brought into compliance, by a partial RIF if necessary, with the receiving district's salary schedule. Further adjustments will be made if length of contract or job assignments change. A partial RIF may also be conducted in conjunction with any job reassignment whether or not it is conducted in relation to an annexation or consolidation.

If a teacher is non-renewed or terminated from a 1.0 FTE (full time equivalency) position under this policy, he or she shall be offered an opportunity to fill any 1.0 FTE position vacancy for which he or she is required to hold a license as a condition of employment and for which he or she is qualified by virtue of education, license, or experience, as determined by the job requirements developed by the superintendent or designee, for a period of up to two (2) years with the starting date of the two (2) year period being the date of board action on the non-renewal or termination recommendation. A teacher shall not have the right to be recalled to a licensed position that is less than a 1.0 full time equivalent (FTE), has less authority or responsibility, or that has a lower compensation level, index or stipend. No teacher shall have any right to be recalled to any position that is for a longer contract period, has greater authority or responsibility, is for greater than the former FTE, or that is at a higher compensation level, index or stipend.

## **SECTION TWO**

The employees of any school district which annexes to, or consolidates with, the Cabot School District will be subject to dismissal or retention at the discretion of the school board, on the recommendation of the superintendent, solely on the basis of need for such employees on the part of the Cabot District, if any, at the time of the annexation or consolidation, or within ninety (90) days after the effective date of the annexation or consolidation. The need for any employee of the annexed or consolidated school district shall be determined solely by the superintendent and school board of the Cabot School District.

Such employees will not be considered as having any seniority within the Cabot School District and may not claim an entitlement under a RIF to any position held by a Cabot School District employee prior to, or at the time of, or prior to the expiration of ninety (90) days after the



consolidation or annexation, if the notification provision below is undertaken by the superintendent.

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

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

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

Date Adopted: April 22, 2002

Date Revised: May 19, 2015

### **3.5 — LICENSED PERSONNEL CONTRACT-RETURN**

An employee shall have thirty (30) days from the date of the receipt of his/her contract for the following school year in which to return the contract, signed, to the district administrative office. The date of receipt of the contract shall be presumed to be the date of the cover memo attached to the contract.

Failure of an employee to return the signed contract to the district administrative office 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.

The cover memo will read as follows: Attached please find your contract of employment for the (date/date) school year. Pursuant to Arkansas law, you have thirty (30) calendar days from the date of this memo to sign and return your contract of employment to the office of the Superintendent. According to personnel policy 3.5, the failure of an employee to sign and return his or her contract by the thirtieth (30<sup>th</sup>) day shall operate as a resignation, and steps will immediately begin to fill that vacated position for the next school-year.

Legal Reference: A.C.A. §6-17-1506 (c)(1)(2)

Date Adopted: April 22, 2002

Date Revised: June 23, 2011

### **3.5.1 LICENSED PERSONNEL - PERSONNEL RECORDS**

#### **PERSONNEL RECORDS**

The Cabot School District shall maintain a personnel file for each licensed employee in compliance with the provisions of Act 936 of 1983. Personnel files will be maintained in the personnel office at the central office. The superintendent or designee shall be the custodian of the files.

The custodian of personnel files shall protect the confidentiality of all files in his/her custody by allowing only authorized persons access to the files. Persons authorized to examine the personnel files are the respective employee, the custodian of the file, other supervisory personnel of the employee and the confidential support personnel who work with the files.

Licensed employees may examine their electronic personnel file upon request. The district may remove from a file any confidential letters, recommendations, or references. The licensed teacher shall have the opportunity to respond in writing to any item placed in his/her personnel file.

Date Adopted: May 22, 2012

Last Revised:

### **3.6 — LICENSED PERSONNEL EMPLOYEE TRAINING**

Unless otherwise directed by a supervisor, all employees shall attend all local in-service training sessions as directed by their supervisor.

Effective 2015-2016, each licensed employee shall receive 10 days or 60 hours of non-student contact as part of the 190 day contract. Licensed employees are required to complete the 10 days in order to fulfill their contract. During the 60 hours, the employee must attend a minimum of 36 hours of professional development for licensure. Employees who, for any reason, miss scheduled professional development must make up all hours by completing comparable activities which are preapproved by the supervisor and district. Within the 36 hours, the employee shall reflect 18 hours of professional development on their Professional Growth Plan (PGP). The 36 hours shall be fulfilled between June 1 and May 31 of each year unless the employee has obtained a waiver from the district to extend the window for completion. The waiver does not absolve the requirements for the following year. Employees are required to complete the 36 hours of professional development each year and retain the documentation of attendance for a 5 year period for licensure.

Professional development shall align and meet the requirements of the Arkansas Department of Education (ADE) rules and regulations including specific rotation of sessions established by Act 969 of 2013. All professional development shall be preapproved through the district to verify compliance with ADE and district guidelines. The employee and administrators shall be involved in the design, implementation and evaluation of professional development through the employee's PGP and district directives. The district and the building administrator have the authority to require attendance at specific professional development activities. Upon completion, the employee must submit documentation of attendance to the supervisor in order to receive credit. Employees who do not complete required professional development or do not provide documentation of attendance jeopardize the accreditation of their school and the academic achievement of their students. Failure of an employee to receive the required 36 hours of professional development in any given year, unless due to illness as permitted by law, ADE rules, and this policy, shall be grounds for disciplinary action up to and including dismissal. Any professional development hours above the required 36 may not be carried over to the next year or replace district professional development or contract days.

Professional development hours may be obtained from a variety of sources including but not limited to the following:

- District offerings
- Educational Cooperative offerings
- Online offerings (up to 6 PD hours or with a waiver for specific situations)
- College Courses (up to 6 PD hours)
- Building offerings
- Offerings submitted by the employee if preapproved before attending

All professional development hours shall be preapproved by the district and follow the

guidelines of ADE and the district.

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  
ADE Rules Governing the Arkansas Financial Accounting and Reporting

System

and Annual Training Requirements

A.C.A. § 6-5-405

A.C.A. § 6-10-122, 123

A.C.A. § 6-15-404(f)(2)

A.C.A. § 6-15-1004(c)

A.C.A. § 6-15-1703

A.C.A. § 6-17-703

A.C.A. § 6-17-704

A.C.A. § 6-17-705

A.C.A. § 6-17-708

A.C.A. § 6-17-1202

A.C.A. § 6-20-2204

A.C.A. § 6-20-2303 (15)

A.C.A. § 6-61-133

Act 1090 and Act 969

Date Adopted: April 22, 2002

Date Revised: May 19, 2015

### **3.7 LICENSED PERSONNEL DRUG TESTING (Using a School Vehicle)**

#### **Scope of Policy**

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

Each person's initial employment for a job entailing a safety sensitive function is conditioned upon the district receiving a negative drug test result for that employee. The offer of employment is also conditioned upon the employee's signing an authorization for the request for information by the district from the Commercial Driver Alcohol and Drug Testing Database.

#### **Methods of Testing**

The collection, testing methods and standards shall be determined by the agency or other medical organizations chosen by the School Board to conduct the collection and testing of samples. The drug and alcohol testing is to be conducted by a laboratory certified pursuant to the most recent guidelines issued by the United States Department of Health and Human Services for such facilities. ("Mandatory Guidelines for Federal Workplace Drug Testing Programs").

#### **Definition**

Safety sensitive function includes:

- a) All time spent inspecting, servicing, and/or preparing the vehicle;
- b) All time spent driving the vehicle;
- c) All time spent loading or unloading the vehicle or supervising the loading or unloading of the vehicle; and
- d) All time spent repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

#### **Requirements**

Employees shall be drug and alcohol free from the time the employee is required to be ready to work until the employee is relieved from the responsibility for performing work and/or any time they are performing a safety-sensitive function. In addition to the testing required as an initial condition of employment, employees shall submit to subsequent drug tests as required by law and/or regulation. Subsequent testing includes, and/or is triggered by, but is not limited to:

1. Random tests;
2. Testing in conjunction with an accident;
3. Receiving a citation for a moving traffic violation; and
4. Reasonable suspicion.

## **Prohibitions**

- A. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater;
- B. No driver shall use alcohol while performing safety-sensitive functions;
- C. No driver shall perform safety-sensitive functions within four (8) hours after using alcohol;
- D. No driver required to take a post-accident alcohol test under # 2 above shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first;
- E. No driver shall refuse to submit to an alcohol or drug test in conjunction with # 1, 2, and/or 4 above;
- F. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when using any controlled substance, except when used pursuant to the instructions of a licensed medical practitioner, knowledgeable of the driver's job responsibilities, who has advised the driver that the substance will not adversely affect the driver's ability to safely operate his/her vehicle. It is the employee's responsibility to inform his/her supervisor of the employee's use of such medication;
- G. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.

Violation of any of these prohibitions may lead to disciplinary action being taken against the employee, which could include termination or non-renewal.

## **Testing for Cause**

Drivers involved in an accident in which there is a loss of another person's life shall be tested for alcohol and controlled substances as soon as practicable following the accident. Drivers shall also be tested for alcohol within eight (8) hours and for controlled substances within thirty two (32) hours following an accident for which they receive a citation for a moving traffic violation if the accident involved: 1) bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or 2) one or more motor vehicles incurs disabling damage as a result of the accident requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

## **Refusal to Submit**

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

- Failed to appear for any test within a reasonable period of time as determined by the employer consistent with applicable Department of Transportation agency regulation;
- Failed to remain at the testing site until the testing process was completed;
- Failed to provide a urine specimen for any required drug test;
- Failed to provide a sufficient amount of urine without an adequate medical reason for the failure;

- Failed to undergo a medical examination as directed by the Medical Review Officer as part of the verification process for the previous listed reason;
- Failed or declined to submit to a second test that the employer or collector has directed the driver to take;
- Failed to cooperate with any of the testing process; and/or
- Adulterated or substituted a test result as reported by the Medical Review Officer.

### **Consequences for Violations**

Drivers who engage in any conduct prohibited by this policy, who refuse to take a required drug or alcohol test, refuse to sign the request for information required by law, or who exceed the acceptable limits for the respective tests shall no longer be allowed to perform safety sensitive functions. Actions regarding their continued employment shall be taken in relation to their inability to perform these functions and could include termination or non-renewal of their contract of employment.<sup>5</sup>

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

Legal References:     A.C.A. § 6-19-108  
                               A.C.A. § 27-23-201 et seq.  
                               49 C.F.R. § 382-101 – 605  
                               49 C.F.R. § part 40

Date Adopted: May 22, 2012  
 Last Revised:



### **3.8 — LICENSED PERSONNEL SICK LEAVE**

The district shall maintain a record of sick leave used and accumulated for each licensed employee. Licensed personnel taking sick leave may use any amount of the total number of accumulated days. An employee who fraudulently requests sick leave may be subject to non-renewal or termination of his/her contract. Use of sick leave in excess of accumulated sick leave shall not be allowed except as designated to qualified employees participating in the district's Sick Leave Bank (See Sick Leave Bank).

- A. The district shall provide sick leave for certified personnel at a rate of one (1) day per month or major portion (10 work days) thereof that certified personnel are contracted at full pay. All such sick leave days for a given contract period are considered accumulated effective the beginning date of the contract.
- B. Such leave shall be in force beginning with the first day of the first school term for which certified personnel are employed. If a licensed employee resigns or leaves a licensed position for any reason before the end of the school term, the district will deduct from his/her last paycheck full compensation for any days of sick leave used in excess of the number of days earned.
- C. Licensed personnel shall be entitled to such sick leave for reasons of personal illness, medical appointments, pregnancy, disability, catastrophic event and illness or death in the immediate family (defined as spouse, child, parent, parent-in-law, grandparent, sibling, grandchild, or any other relative living in the same household).
- D. Employees who are adopting or seeking to adopt a minor child or minor children may use up to 15 sick leave days in any school year for absences relating to the adoption, including time needed for travel, time needed for home visits, time needed for document translation, submission or preparation, time spent with legal or adoption agency representatives, time spent in court and bonding time and may use up to 10 sick leave days for bonding time. See also, 3.32 – LICENSED PERSONNEL FAMILY MEDICAL LEAVE, which may also apply. Documentation shall be provided by the employee for the absences except for bonding time. Sick leave may not be used for any other reasons than those listed in “C” and “D”.
- E. Sick leave that is unused by licensed personnel during the school year shall be accumulated in their sick leave account.
- F. At the discretion of the principal (or Superintendent), and, if FMLA is applicable, subject to the certification or recertification provisions contained in policy 3.32 – LICENSED PERSONNEL FAMILY MEDICAL LEAVE the district may require a written statement from the employee’s physician documenting the employee’s illness. Failure to provide such documentation of illness may result in sick leave not being paid, or in disciplined up to and including termination.
- G. When claiming sick leave, licensed personnel must complete an absentee report upon returning to school which will be signed by the employee's supervisor.
- H. Any teacher who has taught in an Arkansas accredited school may transfer up to ninety (90) days sick leave to the Cabot School District upon employment. It will be the teacher's responsibility to furnish an official school record of sick leave account before credit can be established.
- I. Sick days transferred into the Cabot School District from another district will be used first.
- J. At the time that employment with the district is terminated, any licensed employee who has been employed for ten (10) years with the Cabot School District shall be eligible to receive payment for unused sick leave that was accumulated while employed by the district. The rate of pay for unused sick leave will match the daily rate paid substitute teachers (with 60 or more college

credit hours)..

- K. Employees, meeting the requirement of section “J” of this policy have the following options regarding being paid for accumulated sick leave: Employees will be able to continue to accumulate sick leave while employed with the district and working under this policy. At the time employment is terminated with the district, the employee will be compensated for accumulated sick leave (in accordance with section “J” of this policy).  
If an employee is within three (3) years of entering T-Drop or the retirement system, the employee will be given the option of receiving payment for accumulated sick leave, up to three (3) installments, over a three (3) year period immediately preceding retirement or entry into the T-Drop system.
- L. If the employees absences are not subject to the FMLA or are in excess of what is protected under the FMLA, excessive absenteeism, to the extent that the employee is not carrying out his assigned duties to an extent that the education of students is substantially adversely affected (at the determination of the principal or Superintendent), may result in termination.

### **Sick Leave and Family Medical Leave Act (FMLA) Leave**

When an employee takes sick leave, the district shall determine if the leave qualifies for FMLA leave. The district may request additional information from the employee to help make the applicability determination. If the leave qualifies under the FMLA, the district will notify the employee, either orally, electronically or in writing, of the decision within five workdays. If the leave is intermittent as defined in this policy and the circumstances of the leave don’t change, the district is only required to notify the employee of the determination regarding the applicability of sick leave and/or FMLA leave. To the extent the employee has accumulated sick leave, any leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee’s accumulated sick leave.

Legal References:                   A.C.A. §6-17-1201, et. seq.  
  A.C.A. §6-17-1301, et. seq.  
  29 CFR part 825

Date Adopted: April 22, 2002

Date Revised: May 19, 2015

### **3.9 LICENSED PERSONNEL SICK AND EMERGENCY LEAVE BANK**

The purpose of the sick leave bank is to permit employees, upon approval, to obtain sick leave in excess of accumulated sick and personal leave, when the employee has exhausted all such leave. Only those employees who contribute to the sick leave bank shall be eligible to withdraw from the sick leave bank.

#### **Eligibility:**

1. Licensed employee of Cabot School District.
2. Employed at least one (1) full year in Cabot School District.
3. Shall have accumulated a minimum of twelve (12) sick leave days.
4. Employees are no longer eligible to participate in the Sick and Emergency Leave Bank after utilizing a sick leave buyout option prior to retirement or T-Drop, as stated in Licensed Personnel Policy 3.8, Section K.

#### **Enrollment:**

1. Must be made on the electronic or paper form by September 1<sup>st</sup>.
2. Each new member will be assessed one sick leave day.
3. Employee must have twelve (12) sick leave days available at the time of the September payroll.
4. Must enroll for each contracted position in order to protect wages for each contracted position.
4. Membership continues until cancellation is made by the employee.

#### **Maintenance:**

1. Assessment of the number of days in the sick leave bank will be made at the beginning of each school year.
2. No more than one (1) sick leave day for the sick leave bank will be assessed per year, per contracted position, unless the balance of the days in the bank drops below 100.
3. The bank shall have a minimum of one hundred (100) sick leave days at the beginning of each year.
4. Unused days in the sick leave bank will carry forward into the next fiscal year.

### **LICENSED PERSONNEL SICK LEAVE BANK**

#### **Utilization:**

1. Used only by participating employees.
2. Used only after participating employee's accumulated sick and personal leave have been exhausted.
3. Used only for a serious or catastrophic illness or injury that requires immediate medical

treatment or surgery of such magnitude that the employee's health is impaired to such an extent that he or she has no option but to seek medical treatment that requires extended time away from the job. The following list is not exclusive, but identifies some health conditions that are included and excluded as catastrophic under this definition.

**INCLUDED:** cancer/tumor, heart attack, aneurysm, stroke, surgery, debilitating/immobilizing injury or condition, acute illness/disease.

**EXCLUDED:** elective surgery, (which in the opinion of the medical experts can be performed during the summer months), maternity (unless severe complications arise); recurring infections such as cold, flu, migraines, allergies, etc.....)

4. Shall be eligible to draw the following number of days per contract year:

- |  |         |
|--|---------|
| • 1- 3 years of in district experience       | 10 days |
| • 4-10 years of in district experience       | 15 days |
| • 11-20 years of in district experience      | 20 days |
| • 21-30 years of in district experience      | 25 days |
| • 30 or more years of in district experience | 30 days |

5. Shall not be required to replace the sick leave days used from the bank except as assessed at the beginning of the year as stated above.

6. Each request will be made in writing to the personnel office on a sick leave bank request form along with the physician's statement. The physicians statement must be attached to the sick leave bank form verifying your inability to perform assigned duties and an anticipated return to work date.

7. Alleged misuse of the sick leave bank shall be investigated and upon finding of wrong doing, the employee shall repay all benefits drawn from the bank.

8. If a member is incapacitated, the committee may transact necessary sick leave action.

#### **Cancellation:**

1. Must be made on the electronic or paper form at the time of enrollment for each year.
2. Shall not be eligible to withdraw any sick leave days contributed.
3. After cancellation, enrollment procedures as described above, must be followed for re-enrollment.

If the information provided to the Committee 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.

The Committee shall have the authority to grant, reduce or deny any request; however, the Committee may grant no request, nor may any granted time may be withdrawn, when the employee accepts retirement; is eligible for Social Security Disability or returns to work.

## **LICENSED PERSONNEL EMERGENCY LEAVE BANK**

The purpose of the emergency leave bank is to permit employees, upon approval, to obtain emergency leave necessary for the death of an immediate family member or to attend to an immediate family member for a serious or catastrophic illness. Only those employees who contribute to the sick leave bank shall be eligible to withdraw from the sick leave bank.

### **Definitions:**

Immediate family member – a spouse, child, parent, parent-in-law, grandparent, sibling, grandchild, or any other relative living in the same household.

### **Utilization:**

1. Used only by participating employees.
2. Used only after participating employee's available paid leave has been exhausted.
3. Used for the death of an immediate family member, or for a serious or catastrophic illness or injury that requires immediate medical treatment or surgery of such magnitude that the immediate family member has no option except being cared for by the employee.
4. The following list is not exclusive, but identifies some health conditions that are included and excluded as catastrophic under this definition.

**INCLUDED:** cancer/tumor, heart attack, aneurysm, stroke, surgery, debilitating/immobilizing injury or condition, acute illness/disease.

**EXCLUDED:** elective surgery, maternity (unless severe complications arise); recurring infections such as cold, flu, migraines, allergies, etc.....)

5. Shall be eligible to draw the following number of days per contract year:

1-5 years of in district experience	5 days
6-10 years of in district experience	10 days
11 plus years of in district experience	15 days

6. When days are needed for the death of an immediate family member, the participating eligible employee, upon approval, may withdraw a maximum of five (5) days from the bank. This benefit may be granted in addition to any days withdrawn to attend to immediate family member due to a serious or catastrophic illness or injury.
7. Shall not be required to replace the emergency leave days used from the bank except as assessed at the beginning of the year as stated above.
8. Each request will be made in writing to the Personnel Office for review by the emergency leave committee.
9. Alleged misuse of the emergency leave bank shall be investigated and upon finding of wrongdoing, the employee shall repay all benefits drawn from the bank.
10. Employees are no longer eligible to participate in the Sick and Emergency Leave Bank after utilizing a sick leave buyout option prior to retirement or T-Drop, as stated in Licensed Personnel Policy 3.8, Section K.

**Cancellation:**

1. Must be made on the electronic or paper form at the time of enrollment for each year..
2. Shall not be eligible to withdraw any emergency leave days contributed.
3. After cancellation, enrollment procedures as described above, must be followed for re-enrollment.

Member Committee For Licensed Personnel Sick and Emergency Leave Bank

1. Five (5) member committee.
2. Four (4) elected members for two (2) year terms:
  - (a) Must be licensed personnel.
  - (b) Must be a participating employee.
3. One (1) voting member appointed by the superintendent who will serve as the chairperson.
4. One (1) central office Personnel clerk will serve as ex-officio member and recording secretary.
5. The chairperson shall communicate with the committee, as soon as the appropriate medical documentation has been submitted of a request being received.
6. A quorum shall consist of three (3) members of the committee.

7. Responsibilities of the chairperson.

- (a) Establish a procedure for approving application.
- (b) Monitor the emergency leave bank.
- (c) Establishment of the assessment each year.
- (d) Investigate alleged misuse.
- (e) Perform other duties as necessary.

Legal References: A.C.A. §6-17-1208

Date Adopted: April 22, 2002

Date Revised: June 20, 2017

### **3.10— LICENSED PERSONNEL PLANNING TIME**

The superintendent is responsible for ensuring master schedules are created which determine the timing and duration of each teacher's planning and scheduled lunch periods. 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 approval from their building level supervisor.\*

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

*\*The Arkansas Attorney General Opinion 2005-299 has declared that the teacher must be in control of the scheduling of this time. Therefore, any time scheduled by the district that conflicts with the teacher's 200 minutes of weekly planning time (for any purpose) must be compensated at the teacher's hourly rate of pay.*

Legal References: A.C.A. §6-17-114 (a) (d)

Date Adopted: August 3, 2005

Last Revised: May 22, 2012



### **3.11 LICENSED PERSONNEL PERSONAL LEAVE**

For the district to function efficiently and have the necessary personnel present to effect a high achieving learning environment, employee absences need to be kept to a minimum. The district acknowledges that there are times during the school year when employees have personal business that needs to be addressed during the school day. Each full-time employee shall receive two (2) days of personal leave per contract year.

Any employee desiring to take personal leave may do so by making a written request to his/her supervisor at least three days prior to the personal business day. The three day requirement may be waived by the supervisor when the supervisor deems it appropriate.

There may be times when a request is not approved due to special circumstances such as high faculty absenteeism or special activities planned for the day requested.

Unused personal leave days will be accumulated from year to year until a total of five days are accumulated. After five days of accumulated personal leave, each day of unused personal leave will be credited as a sick leave day.

Date Adopted: April 22, 2002

Last Revised: May 22, 2012

### **3.11.1 LICENSED PERSONNEL PROFESSIONAL LEAVE**

Any employee seeking professional leave must make a written request to his/her immediate supervisor prior to the absence.

“Professional Leave” is leave granted for the purpose of enabling an employee to participate in professional activities (e.g., teacher workshops or serving on professional committees) which can serve to improve the school District’s instructional program or enhances the employee’s ability to perform his duties. Professional leave will also be granted when a school District employee is subpoenaed for a matter arising out of the employee’s employment with the school district. Any employee seeking professional leave must make a written request to his immediate supervisor, setting forth the information necessary for the supervisor to make an informed decision. The supervisor’s decision is subject to review and overruling by the superintendent. Budgeting concerns and the potential benefit for the District’s students will be taken into consideration in reviewing a request for professional leave.

Applications for professional leave should be made as soon as possible following the employee’s discerning a need for such leave, but, in any case, no less than two (2) weeks before the requested leave is to begin, if possible.

If the employee does not receive or does not accept remuneration for their participation in the professional leave activity and a substitute is needed for the employee, the district shall pay the full cost of the substitute. If the employee receives and accepts remuneration for their participation in the professional leave activity the employee shall forfeit his/her daily rate of pay from the district for the time the employee misses.

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

Date Adopted: April 22, 2002

Date Revised: May 22, 2012

### **3.11.2 LICENSED PERSONNEL BOARD APPROVED LEAVES OF ABSENCE**

The Family Medical Leave Act of 1993 (FMLA), provides eligible employees with the right to take up to twelve (12) weeks of unpaid leave per year for family or medical reasons. Employees not eligible for FMLA, who have exceeded leave under FMLA, must return to work or request a leave of absence. Failure to return to work or request a leave of absence may result in termination of employment.

#### **Length of Absence**

A leave of absence for the types of reasons named in this policy shall be a leave not less than one (1) semester nor more than two (2) semesters, without pay, salary increment, or benefits including health insurance. For licensed contracted employees, the leave shall be taken increments from July 1 through December 31; January 1 through June 30; or January 1 through December 31. The school district may employ personnel for a semester or a year to ensure that the educational process is not interrupted.

#### **Eligibility**

An employee shall have completed a minimum of one (1) year of service within the school system before becoming eligible for a leave of absence that is covered by this policy.

#### **Leave of Absent Request**

All requests for a leave of absence shall be filed in writing or via email at least one (1) month (thirty (30) calendar days) before the leave shall take effect, except in an emergency situation. The employee must clearly state in detail the specific reasons for requesting the leave. The appropriate documentation must accompany the request if applicable. The completed request for the leave of absence shall be filed with their supervisor and the Director of Personnel. If the request meets the criteria of the policy, then the request will be presented then to the Superintendent. The decision of the Superintendent is final.

#### **Approved Types of Leave**

- A. Maternity leave or adoption: An employee may apply for such leave prior to or following the birth of a child as long as all other aspects of this policy are followed. An employee may also request a leave of absence because of the placement of a child for adoption with the employee.
- B. Extended Illness: The request may be made by the employee if he/she has a serious health condition that makes him/her unable to perform the essential functions of his/her position. The employee may also request a leave of absence in order to care for the spouse, son, daughter, parent, or legal dependent of the employee, if such spouse, son, daughter, parent, or legal dependent has a serious health condition.
- C. Any other request for a leave of absence must be submitted in writing or via email to the Director of Personnel. If the request meets the criteria of the policy, then the request will be presented to the Superintendent. The decision of the Superintendent is final.

#### Notification to Return

Employees returning from a leave of absence in time for the fall semester shall notify the Director of Personnel in writing or via email on or before March 1 prior to the return date. Employees returning from a leave of absence in time for the spring semester shall notify the Director of Personnel in writing or via email on or before November 1 prior to the return date. Failure to submit notification by the specified date may result in non-renewal or termination.

#### Employee Privilege

The Superintendent will assign an employee returning from a leave of absence to the same or nearly comparable assignment as possible.

#### Benefits

All benefits to which an employee was entitled at the time the leave began will be restored to the employee when he or she returns to work to the extent that these benefits are offered to and provided to all employees. Unless otherwise specified, a returning employee will be placed on the salary schedule at the level achieved prior to his or her leave. The reinstatement of any insurance plan (s) will be the responsibility of the employee. Some employees may qualify for continuation health coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA). An employee who is not on a leave of absence will not be eligible for continuation of Long Term Disability Benefits unless the following terms and conditions of the policy are satisfied:

A. They are a regular full-time active employee of Cabot Public Schools at the time of disability.

B. They have satisfied the Elimination Period as outlined in the Long Term Disability Policy at least thirty (30) days prior to applying for a leave of absence.

Eligible employees for long term disability benefits shall not include seasonal or temporary employees. Active employment and actively employed means working thirty (30) or more hours per week at your regular job and customary place of employment or other location to which you must travel to perform your regular job.

#### Board Approval

Board Action - in determining whether to approve or deny a request, the Superintendent and the School Board of Education will consider all appropriate factors, including but not limited to:

- The rationale for the request
- The appropriate medical and/or legal documentation
- The potential impact on the students
- The employee's length of service in the district

#### Violation of Policy

Violation of this policy and/or submitting false information as determined by the Superintendent will be considered a breach of contract and cause for termination.

Date Adopted: April 22, 2002

Date Revised: June 20, 2017

### **3.11.3        LICENSED PERSONNEL BEREAVEMENT LEAVE**

All licensed personnel may take two (2) days for bereavement each year. These days are not additional leave days. They are another way of accounting for missing days of work for the death of a friend or family member who is not an immediate family member as defined in the sick leave policy (3.8). Death in the immediate family qualifies for use of sick leave and should be reported as sick leave rather than bereavement leave.

Bereavement leave must be accounted for in one of the following ways:

- (1) The day used may be charged against the employee's accumulated sick leave.
- (2) The cost of a substitute for the day used will be deducted from the employee's salary
- (3) Combination of (1) and (2) above

Time missed beyond two (2) days shall result in the per diem reduction of wages for the absence.

Date Adopted: April 22, 2002

Date Revised: May 19, 2015

### **3.11.4        LICENSED PERSONNEL MILITARY LEAVE**

A licensed employee who desires to take a leave of absence for the purpose of participating in the military reserve or National Guard training programs or who desire to participate in the civil defense and public health training through the U. S. Public Health Services shall be entitled to a maximum of fifteen (15) days, plus necessary travel time, in any fiscal year. The employee is entitled to his full salary during such leave of absence. The employee will be responsible for paying the cost of a substitute employed due to his/her absence.

In emergency situations (defined in A.C.A. § 21-4-212(e)), a certified employee shall be granted leave with pay not to exceed thirty (30) working days, after which leave without pay will be granted.

If an employee does not use all fifteen (15) days leave in a fiscal year, the employee may accumulate the unused days until a maximum of thirty (30) days is reached at the beginning of a fiscal year.

Legal Reference: § 6-17-306

Date Adopted: April 22, 2002

Date Revised:

### **3.11.5        LICENSED PERSONNEL EXCESSIVE ABSENCES**

Excessive absenteeism or a pattern of absences that interfere with the employee's ability to fulfill his/her assigned duties, particularly if the education of children is substantially affected, may result in the employee receiving disciplinary action up to and including a recommendation for non-renewal or termination of employment with the Cabot School District.

Date Adopted: May 22, 2012

Last Revised:



### **3.12 LICENSED PERSONNEL RESPONSIBILITIES FOR 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.

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: May 22, 2012  
Last Revised:

### **3.13 LICENSED PERSONNEL PUBLIC OFFICE**

A licensed employee of the district who is elected to the Arkansas General Assembly or any elected or appointed public office (legally constitutionally consistent with employment by a public school district) shall not be discharged or demoted as a result of such service.

No sick leave will be granted for the employee's participation in such public office. The employee may take personal leave or vacation (if applicable), if approved in advance by the superintendent, during his/her absence.

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, delineating the dates such leave is needed.

An employee who fraudulently requests sick leave for the purpose of taking leave to serve in public office may be subject to nonrenewal or termination of his employment contract.

Legal Reference: A.C.A. §6-17-115

Date Adopted: April 22, 2002

Last Revised: May 22, 2012

### **3.14 LICENSED PERSONNEL JURY DUTY AND COURT APPEARANCES**

All licensed personnel who have been summoned to jury duty or subpoenaed for court appearances for a matter pertaining to the employee employment with the school district shall notify the principal by presenting a copy of the letter of notification as soon as this information becomes available. Absences for court appearances for a matter pertaining to the employee's employment with the school district, for jury duty or under subpoena from an officer of the court for a matter pertaining to the employee's employment with the school district will be counted as paid leave.

The employee must present the original (not a copy) of the summons to jury duty or must bring documentation from the court clerk showing that he/she appeared in court and the purpose of that appearance. This documentation must be presented to the employee's supervisor attached to the absentee form in order for the absence to be considered for paid leave.

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.

Employees appearing in court for any reason other than those noted above will have to use personal business, vacation leave, or pay the cost of a substitute for time missed. These absences must be approved by the employee's supervisor in advance.

Legal Reference: A.C.A. §16-31-106

Date Adopted: April 22, 2002

Last Revised: May 22, 2012

### **3.15 LICENSED PERSONNEL INJURY FROM ASSAULT**

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

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

In order to obtain leave under this policy, the teacher must present documentation of the injury from a physician, with an estimate for time of recovery sufficient to enable the teacher to return to work, and written statements from witnesses (or other documentation as appropriate to a given incident) to prove that the incident occurred in the course of the teacher's employment.

Legal Reference: A.C.A. § 6-17-1209  
A.C.A. § 6-17-1308

Date Adopted: April 22, 2002  
Date Revised:

### **3.16 LICENSED PERSONNEL REIMBURSEMENT FOR PURCHASE OF SUPPLIES**

Pre-kindergarten through sixth grade teachers shall be allotted the amount required by law per student enrolled in the teacher's class to be used for the purchase of classroom supplies and class activities. The amount shall be credited to an account from which the teacher shall be reimbursed for his/her covered purchases to the extent funds are available in the account. For the purposes of this policy, pre-kindergarten through sixth grade teachers shall be eligible for the allotted supply reimbursement for those students enrolled in the teacher's class for more than 50% of the school day at the end of the first three months of the school year.

Teachers may purchase supplies and supplementary materials from the district at the district's cost to take advantage of the school's bulk buying power. To do so, teachers shall complete a requisition form and submit to the principal for approval. The principal will then complete a purchase order for supplies which will then be purchased on the teacher's behalf by the school and subtracted from the teacher's total supply and material allocation. Teachers may also purchase materials and supplies using their own funds and apply for reimbursement by submitting itemized receipts. Receipts totaling less than \$20.00 should be held by the teacher until the total receipts are equal to or greater than \$20.00, at which time the receipts should be submitted for reimbursement. 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 except to the extent they are used up or consumed or when the purchased supplies and/or materials are intended/designed for use away from the school campus.

Reimbursement requests submitted to the district will be processed as soon as possible.

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

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

Date Adopted: August 3, 2005

Last Revised: June 20, 2017

### **3.17 — LICENSED PERSONNEL INSULT OR ABUSE**

Employees are protected from abusive language and conduct by state law. An employee may report to the police any language that is calculated to:

1. Cause a breach of the peace;
2. Materially and substantially interfere with the operation of the school;
3. Arouse the person to whom the language is addressed to anger, to the extent likely to cause imminent retaliation.

A person who violates this section shall be guilty of a misdemeanor and upon conviction be liable for a fine of not less than one hundred dollars (\$100) nor more than one thousand five hundred dollars (\$1,500).

Legal Reference: A.C.A. §6-17-106

Date Adopted: April 22, 2002

Last Revised:

### **3.18 LICENSED PERSONNEL OUTSIDE EMPLOYMENT**

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

An employee may not accept employment outside of his/her district employment that will interfere, or otherwise be incompatible with the district employment, including normal duties outside the regular work-day. An employee or employee's family member shall not contract with the district except as allowed under Act 1599 of 2001.

The superintendent, or his/her designee(s), shall be responsible for determining whether outside employment is incompatible, conflicting or inappropriate.

When a licensed employee is additionally employed by the District in either a classified capacity or by a contract to perform supplementary duties for a stipend or multiplier, the duties, expectations, and obligations of the primary licensed position employment contract shall prevail over all other employment duties unless the needs of the district dictate otherwise.<sup>1</sup> If there is a conflict between the expectations of the primary licensed position and any other contracted position, the licensed employee shall notify the employee's building principal as far in advance as is practicable. The building principal shall verify the existence of the conflict by contacting the supervisor of the secondary contracted position. The building principal shall determine the needs of the district on a case-by-case basis and rule accordingly. The principal's decision is final with no appeal to the Superintendent or the School Board. Frequent conflicts or scheduling problems could lead to the non-renewal or termination of the classified contract of employment or the contract to perform the supplementary duties.

#### **Sick Leave and Outside Employment**

Sick leave related absence from work (e.g. sick leave for personal or family illness or accident, Workers Comp, and FMLA) inherently means the employee is also incapable of working at any source of outside employment. Except as provided in policy 3.44, if an employee who works a non-district job while taking district sick leave for personal or family illness or accident, Workers Comp, or FMLA shall be subject to discipline up to and including termination.

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

Date Adopted: April 22, 2002

Last Revised: May 20, 2014

### 3.19 LICENSED PERSONNEL EMPLOYMENT

All prospective employees must complete the on-line application located under the personnel tab at the District's website. If employed, the application and other application documents will be scanned into the personnel file.

If the employee provides false or misleading information, or if he/she withholds information to the same effect, it may be grounds for dismissal. It will be considered a material misrepresentation and grounds for termination of contract of employment, if an employee's licensure status is discovered to be other than as it was represented by an employee or applicant, either in writing on application materials or in the form of verbal assurances or statements made to the school district.

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

In accordance with Arkansas law, the District provides a veteran preference to applicants who qualify for one of the following categories:

1. a veteran without a service-connected disability;
2. a veteran with a service-connected disability;
3. a deceased veteran's spouse who is unmarried throughout the hiring process; or

For purposes of this policy, "veteran" is defined as:

- a. A person honorably discharged from a tour of active duty, other than active duty for training only, with the armed forces of the United States; or
- b. Any person who has served honorably in the National Guard or reserve forces of the United States for a period of at least six (6) years, whether or not the person has retired or been discharged.

In order for an applicant to receive the veterans preference, the applicant must be a citizen and resident of Arkansas, be substantially equally qualified as other applicants and do all of the following:

1. Indicate on the employment application the category the applicant qualifies for;
2. Attach the following documentation, **as applicable**, to the employment application:
  - Form DD-214 indicating honorable discharge;
  - A letter dated within the last six months from the applicant's command indicating years of service in the National Guard or Reserve Forces as well as the applicant's current status;
  - Marriage license;
  - Death certificate;
  - Disability letter from the Veteran's Administration (in the case of an applicant with a service-related disability).

Failure of the applicant to comply with the above requirements shall result in the applicant not receiving the veteran preference; in addition, meeting the qualifications of a veteran or spousal category does not guarantee either an interview or being hired.



Date Adopted: Date Adopted: April 22, 2002  
Last Revised: May 20, 2014

### **3.20 LICENSED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES**

Employees shall be reimbursed for personal and/or travel expenses incurred while performing duties or attending workshops or other employment-related functions, provided prior written approval for the activity has been received from the Superintendent or, designee.

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

Reimbursement claims must be made on forms provided by the District and must be supported by appropriate, original receipts. Copies of receipts or other documentation are not acceptable, except in extraordinary circumstances. For purchases made online the following must be submitted with the reimbursement claim form before reimbursement can be made: itemized order confirmation, proof of payment (copy of cancelled check or credit card statement showing the charges) and proof of receipt of the items ordered.

The provisions of policy 7:16 TRAVEL EXPENSE REIMURSEMENT are incorporated by reference into this policy.

Date Adopted: April 22, 2002

Last Revised: May 22, 2012

Note: Cross Reference: Policy 7:16 – TRAVEL EXPENSE REIMBURSEMENT

### **3.21 LICENSED PERSONNEL TOBACCO USE**

The Cabot School District shall be a Tobacco Free Environment.

This policy shall apply to:

- All buildings facilities, grounds, and properties- including athletic fields and parking lots- under the jurisdiction of the Cabot School District.
- All school property, school buses, and district-owned vehicles.
- All staff, students, school volunteers, contractors and any person present on School District property, 24 hours a day-every day.
- All school sponsored or school related events on-campus or off campus.

#### **Rationale**

The Cabot School District believes it has an obligation to provide a safe and healthy environment for all students, parents, employees and visitors.

The Board supports current literature and research that tobacco use is considered the chief preventable cause of premature disease and death in the United States. In addition, second hand smoke is a health hazard to others. The Board also believes that allowing tobacco use on school property is in conflict with prevention messages within the curriculum and the classroom. The Board acknowledges that adult employees and visitors serve as role models for students. The Board recognizes that it has an obligation to promote positive role models in school and promote a healthy learning and working environment.

Also, in addition to the philosophical reasons, schools may face liability issues by allowing tobacco use on their premises, particularly in light of laws that intentionally limit access and sales of tobacco products to youth.

This policy is in support of our comprehensive school health programs designed to help students learn and foster healthy lifestyles by providing them with knowledge, skills, social support, and environmental reinforcement.

#### **Definition**

For the purposes of this policy, “tobacco product” is defined to include lighted or unlighted cigarettes, cigars, blunts, bidis, pipes, chewing tobacco, snuff, snus, dissolvable tobacco strips, electronic cigarette devices, and any other items containing or reasonably resembling tobacco or tobacco products. “Tobacco use” includes smoking, chewing, dipping, or any other use of tobacco products.

#### **Violations**

A person shall be considered in violation of this policy when he/she is observed:

- In possession of any form of tobacco that is visible to the eye.
- Occupying or exiting a space or area from which smoke is emanating.
- Providing tobacco to a student.

#### Enforcement for Staff

Any person violating the provisions of this section shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not less than ten (\$10.00) dollars nor more than one hundred (\$100.00) dollars, and may include verbal warning, written reprimand, or termination.

#### Opportunities for Cessation

The administration will consult with the District Health and Wellness Coordinator to provide employees with information and access to support systems, programs, and services to encourage them to abstain from the use of tobacco products.

#### Communication of Policy

The Board/Superintendent/Directors/Principals/Supervisors shall notify personnel of the Tobacco Free Policy through the employee handbook and/or other appropriate methods of communication.

#### Legal Reference:

Smoking is prohibited in public places, the definition of which includes educational facilities.  
ARK. CODE ANN. §§ 20-27-1803 & 20-27-1804 (2006)

Legal Reference: A.C.A. §6-21-609

Date Adopted: April 22, 2002

Last Revised: May 17, 2016

### **3.22 LICENSED PERSONNEL EMPLOYEE DRESS**

Personal appearance is an influencing factor in one person's response to another. The community expects its educational employees to dress in a manner which will add dignity to the educational profession. Cabot Public Schools is engaged in the business of educating students, and therefore, the Board of Education expects its employees to dress and maintain a personal appearance conducive to respect for the education profession.

Body piercings, other than in ears, should not be worn when performing one's duty as an employee of Cabot Schools. Gauge or plug style earrings are not permitted. Employees are expected to avoid displaying conspicuous body art.

Each building administrator or supervisor will be held accountable to the Superintendent for laxity in enforcing proper modes of appearance for members of his/her staff. The Superintendent of the Cabot Schools is authorized to make further reasonable regulations as deemed necessary in order to properly implement and carry out this policy.

Date Adopted: April 22, 2002

Last Revised: May 21, 2013

### 3.23 — LICENSED PERSONNEL POLITICAL ACTIVITY

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

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

1. Using students for preparation or dissemination of campaign materials;
2. Distributing political materials;
3. Distributing or otherwise seeking signatures on petitions of any kind;
4. Posting political materials; and
5. Discussing political matters with students, in or out of the classroom, in circumstances inappropriate to the nature of the class;
6. Use of district email accounts (incoming or outgoing) or the use of district equipment.

Date Adopted: April 22, 2002

Last Revised: May 22, 2012

### **3.24— LICENSED PERSONNEL DEBTS**

For the purposes of this policy, "garnishment" of a district employee is when the employee has lost a lawsuit to a judgment creditor who brought suit against a school district employee for an unpaid debt, has been awarded money damages as a result, and these damages are recoverable by filing a garnishment action against the employee's wages. For the purposes of this policy, the word "garnishment" excludes such things as child support, student loan or IRS liens or voluntary deductions levied against an employee's wages.

All employees are expected to meet their financial obligations. If an employee's wages are garnished, dismissal may result.

An employee will not be dismissed for having been the subject of one (1) garnishment. However, a second or third garnishment may result in dismissal.

At the discretion of the Superintendent, 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: May 22, 2012

Last Revised: May 21, 2013

### 3.25 LICENSED PERSONNEL GRIEVANCES

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

#### Definitions

**Grievance:** a claim or concern related to the interpretation, application, or claimed violation of the personnel policies, including salary schedules, federal or state laws and regulations, or terms or conditions of employment, raised by an individual employee of this school district. Other matters for which the means of resolution are provided or foreclosed by statute or administrative procedures shall not be considered grievances. Specifically, no grievance may be entertained against a supervisor for directing, instructing, reprimanding, or “writing up” an employee under his/her supervision. (Example: A supervisor is required, under the Teacher Fair Dismissal Act, to bring to a teacher’s attention, in writing, problems and difficulties that could lead to termination or non-renewal and for providing direction or instruction to the teacher in order to correct those difficulties).

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

1. More than one individual has interest in the matter; and
2. The group has a well-defined common interest in the facts and/or circumstances of the grievance; and
3. The group has designated an employee spokesperson to meet with administration and/or the board; and
4. All individuals within the group are requesting the same relief.

**Employee:** any person employed under a written contract by this school district.

**Immediate Supervisor:** the person immediately responsible for the direction and supervision of an employee.

**Working day:** a day in which a majority of the employees of the same job classification as the employee with a grievance is scheduled to work.

#### Process

**Level One:** An employee who believes that he/she has a grievance shall inform that employee's immediate supervisor that the employee has a potential grievance and discuss the matter with the supervisor within five (5) 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 (5) days following the conference, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

If the grievance cannot be resolved by the immediate supervisor, the employee can advance the



grievance to Level Two. To do this, the employee must complete the top half of the Level Two Grievance Form within five working days of the discussion with the immediate supervisor, citing the manner in which the specific personnel policy was violated that has given rise to the grievance, and submit the Grievance Form to his/her immediate supervisor. The supervisor will have ten working days to respond to the grievance using the bottom half of the Level Two Grievance Form which he/she will submit to the building principal or, in the event that the employee's immediate supervisor is the building principal, the superintendent.

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

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

**Level Three:** If the proper recipient of the Level Two Grievance was the building principal, and the employee remains unsatisfied with the written response to the grievance, the employee may advance the grievance to the superintendent, or his/her designee, by submitting a copy of the Level Two Grievance Form and the principal's reply to the superintendent within five (5) working days of his/her receipt of the principal's reply. The superintendent will have ten (10) working days to schedule a conference with the employee filing the grievance. The superintendent shall offer the employee an opportunity to have a witness or representative who is not a member of the employee's immediate family present at their conference. After the conference, the superintendent will have ten (10) working days in which to deliver a written response to the grievance to the employee.

**Appeal to the Board of Directors:** An employee who remains unsatisfied by the written response of the superintendent, or his/her designee, may appeal the superintendent's decision to the school board within five (5) working days of his/her receipt of the superintendent's written response by submitting a written request for a board hearing to the superintendent. If the grievance is not appealed to the Board of Directors within five (5) working days of his/her receipt of the superintendent's response, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

The school board will address the grievance at the next regular meeting of the school board, unless the employee agrees in writing to an alternate date for the hearing. After reviewing the Level Two Grievance Form and the superintendent's reply, the school board will decide if the

grievance, on its face, is grievable under district policy. If the grievance is presented as a “group grievance,” the Board shall first determine if the composition of the group meets the definition of a “group grievance.” If the Board determines that it is a group grievance, the Board shall then determine whether the matter raised is grievable. If the Board rules the composition of the group does not meet the definition of a group grievance, or the grievance, whether group or individual, is not grievable, the matter shall be considered closed. (Individuals within the disallowed group may choose to subsequently refile their grievance as an individual grievance beginning with Level One of the process.) If the school 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 immediate family at the appeal hearing before the Board of Directors. The employee shall have no less than 90 minutes to present his/her grievance, unless a shorter period is agreed to by the employee, and both parties shall have the opportunity to present and question witnesses. The hearing shall be open to the public unless the employee requests a private hearing. If the hearing is open, the parent or guardian of any student under the age of eighteen years who gives testimony may elect to have the student's testimony given in closed session. At the conclusion of a closed hearing, the school board may excuse any party except board members and deliberate on the hearing. At the conclusion of an open hearing, board deliberations shall also be in open session unless the board is deliberating the employment, appointment, promotion, demotion, disciplining, or resignation of the employee. A decision on the grievance shall be announced no later than the next regular board meeting.

### **Records**

Records related to grievances will be filed separately and will not be kept in, nor made part of, the personnel file of any employee.

### **Reprisals**

No reprisals of any kind will be taken or tolerated against any employee because he/she has filed or advanced a grievance under this policy.

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

Date Adopted: April 22, 2002

Last Revised: June 20, 2017

### 3.25F LICENSED PERSONNEL GRIEVANCE FORM-LEVEL TWO

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

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

Personnel Policy grievance is based upon:

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employee Signature \_\_\_\_\_

**Supervisor's Response:**

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employee's Signature \_\_\_\_\_

Supervisor Signature \_\_\_\_\_

Date Adopted: April 22, 2002

Date Revised:

May 19, 2015

### **3.26 SEXUAL HARASSMENT**

The Cabot School District is committed to having an academic and work environment in which all students and employees are treated with respect and dignity. Student achievement and amicable working relationships are best attained in an atmosphere of equal educational and employment opportunity that is free of discrimination. Sexual harassment is a form of discrimination that undermines the integrity of the educational environment and will not be tolerated.

Believing that prevention is the best policy, the district will inform students and employees no less than annually about the nature of sexual harassment, the procedures for registering a complaint, and the possible redress that is available. The information will stress that the district does not tolerate sexual harassment and that students and employees can report inappropriate behavior of a sexual nature without fear of adverse consequences.

It shall be a violation of this policy for any student or employee to be subjected to, or to subject another person to, sexual harassment as defined in this policy. Any employee found, after an investigation, to have engaged in sexual harassment will be subject to disciplinary action up to, and including, termination.

Sexual harassment refers to unwelcome sexual advances, requests for sexual favors, or other personally offensive verbal, visual, or physical conduct of a sexual nature made by someone under any of the following conditions:

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

The terms "intimidating", "hostile", and "offensive" include conduct of a sexual nature which has the effect of humiliation or embarrassment and is sufficiently severe, persistent, or pervasive that it limits the student's or employee's ability to participate in, or benefit from, an educational program or activity or their employment environment.

Actionable sexual harassment is generally established when an individual is exposed to a pattern of objectionable behaviors or when a single, serious act is committed. What is, or is not, sexual harassment will depend upon all of the surrounding circumstances. Depending upon such circumstances, examples of sexual harassment include, but are not limited to: unwelcome touching; crude jokes or pictures; discussions of sexual experiences; pressure for sexual activity; intimidation by words, actions, insults, or name calling; teasing related to sexual characteristics or the belief or perception that an individual is not conforming to expected roles or conduct or is homosexual, regardless of whether or not the individual self-identifies as

homosexual; and spreading - rumors related to a person's alleged sexual activities.

Employees who believe they have been subjected to sexual harassment are encouraged to file a complaint by contacting their immediate supervisor, administrator, or director of personnel who will assist them in the complaint process. Under no circumstances shall an employee be required to report allegations of sexual harassment to a school contact person if that person is the individual who is accused of the harassment. To the extent possible, complaints will be treated in a confidential manner. Limited disclosure may be necessary in order to complete a thorough investigation.

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

Employees who knowingly fabricate allegations of sexual harassment shall be subject to disciplinary action up to and including termination.

Individuals who withhold information, purposely provide inaccurate facts, or otherwise hinder an investigation of sexual harassment shall be subject to disciplinary action up to and including termination.

Legal References: Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, et seq.  
Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000-e, et seq.  
A.C.A. §6-15-1005 (b)(1)

Date Adopted: April 22, 2002

Last Revised: May 22, 2012

### **3.27 SUPERVISION OF STUDENTS**

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

Date adopted: April 22, 2002

Date Revised:

### **3.28 EMPLOYEE TECHNOLOGY DEVICE USE POLICY**

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

Passwords or security procedures are to be utilized 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 electronic device not designated for student use. It is the policy of this school district to utilize Internet filtering software designed to prevent users from accessing material that is harmful to minors. The designated District Technology Administrator or designee may authorize the disabling of the filter to enable access by an adult for a bona fide research or other lawful purpose.

Employees who misuse district-owned electronic devices in any way, including excessive personal use, using computers for personal use during instructional time, using electronic devices 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: A.C.A. §6-21-107, 111

Date Adopted: April 22, 2002

Last Revised: May 17, 2016

### **3.28F—EMPLOYEE INTERNET AND LOCAL AREA NETWORK USE AGREEMENT**

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

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

The Cabot School District agrees to allow the employee identified above (hereinafter, "Employee") to use the district's technology to access the Internet and Local Area Network (hereinafter, "LAN") under the following terms and conditions:

1. Conditional Privilege: The Employee's use of the district's access to the Internet and LAN is a privilege which is conditioned on the Employee's adherence to 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 and district policies. 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 may be subject to disciplinary action up to and including termination.

4. "Misuse of the District's access to the Internet" includes, but is not limited to, the following:

- a. using the Internet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing community standards;
- b. using abusive or profane language in messages on the system; or using the system to harass, insult, or verbally attack others;
- c. posting anonymous messages on the system;
- d. wasteful use of resources provided by the school including paper;
- e. causing congestion of the network through lengthy downloads of files;
- f. vandalizing data of another user;
- g. obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
- h. gaining or attempting to gain unauthorized access to resources or files;
- i. identifying oneself with another person's name or password or using an account or password of another user without proper authorization;
- j. using the network for financial or commercial gain without district permission;
- k. theft or vandalism of data, equipment, or intellectual property;
- l. invading the privacy of individuals;
- m. using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
- n. introducing a virus to, or otherwise improperly tampering with the system;
- o. degrading or disrupting equipment or system performance;
- p. creating a web page or associating a web page with the school or school district without proper authorization;



- q. attempting to gain access or gaining access to student records, grades, or files of students not under the employee's jurisdiction;
- r. providing access to the District's Internet Access or LAN to unauthorized individuals;
- s. 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;
- u. personal use of electronic devices during instruction time; or
- v. installing software on district computers without prior approval of the technology director or his/her designee.

5. Liability of 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 or LAN 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 or LAN and may also examine all system activities the employee participates in, including but not limited to email, 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. A copy of the signed policy will be scanned in the employee's personnel file.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Date Adopted: April 22, 2002

Date Revised: May 17, 2016

### **3.29 LICENSED PERSONNEL SCHOOL CALENDAR**

The superintendent and Personnel Policy Committee shall present to the school board for approval, the calendar for the succeeding year no later than the April regularly scheduled school board meeting. The superintendent, in developing the calendar, shall accept and consider recommendations from any staff member or group wishing to make calendar proposals.

# 2017 Calendar

July						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

14/14

September						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

20/34

October						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

21/55

November						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

17/72

December						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

13/85

## 2017-2018 Faculty Calendar

Grading Periods  
Grading Period 1: Aug 14 – Oct 12 (43 days)  
Grading Period 2: Oct 13 – Dec 29 (42 days)  
1<sup>st</sup> Semester - 85 Days  
  
Grading Period 3: Jan 4 – March 9 (45 days)  
Grading Period 4: March 12 – May 25 (48 days)  
2<sup>nd</sup> Semester - 93 Days

### Significant Dates

August 7 – 10 Teacher PD  
August 14 1<sup>st</sup> Day of School  
September 4 Labor Day  
October 17 Parent Conferences  
October 19 Parent Conferences  
October 20 No School  
November 20-24 Fall Break  
Dec 20 – Jan 2 Semester Break  
Jan 3 Teacher Work Day  
January 4 Second Semester Begins  
March 13 Parent Conferences  
March 15 Parent Conferences  
March 16 No School  
March 19-23 Spring Break  
May 24 Last Day of School  
May 25 Teacher Work Day\*  
May 28 Memorial Day

### Snow Days:

Jan 15, Feb 19, May 25, 29 & 30.

Students will be in school on snow days only if days are missed due to inclement weather.

\*Final work day for teachers will be after the final student day.

January						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

19/19/104

February						
Su	Mo	Tu	We	Th	Fr	Sa
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

19/38/123

March						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

16/54/139

April						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

21/75/160

May						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

18/93/178

June						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Legal Reference: A.C.A. § 6-17-201

Date Adopted: April 22, 2002

Date Revised: March 13, 2017

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

The district recognizes the importance of communication between teachers and parent(s), legal guardians. To help promote positive communication, parent/teacher conferences shall be held once each semester. Parent-teacher conferences are encouraged and may be requested by parents or guardians when they feel they need to discuss their child's progress with his/her teacher.

Teachers are required to communicate during the school year with the parent(s) or legal guardian(s), or care giving adult or adults in a student's home to discuss the student's academic progress unless the student has been placed in the custody of the Department of Human Services and the school has received a court order prohibiting parent or legal guardian participation in parent/teacher conferences. More frequent communication is required with the parent(s) or legal guardian(s) of students who are performing below grade level.

All parent/teacher conferences shall be scheduled at a time and place to best accommodate those participating in the conference. Each teacher shall document the participation or non-participation of parent(s)/legal guardian(s) for each scheduled conference.

If a student is to be retained at any grade level, notice of, and the reasons for retention shall be communicated promptly in a personal conference.

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

Date Adopted: April 22, 2002

Date Revised: May 22, 2012

### **3.31 DRUG-FREE WORKPLACE**

The conduct of district staff plays a vital role in the social and behavioral development of our students. It is equally important that the staff have a safe, healthful, and professional environment in which to work. To help promote both interests, the district shall have a drug free workplace. It is, therefore, the district's policy that district employees are prohibited from the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances, illegal drugs, inhalants, alcohol, as well as inappropriate or illegal use of prescription drugs. Such actions are prohibited both while at work or in the performance of official duties while off district property; violations of this policy will subject the employee to discipline, up to and including termination.

To help promote a drug free workplace, the district shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the district's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance abuse programs, and the penalties that may be imposed upon employees for drug abuse violations.

Should any employee be found to have been under the influence of, or in illegal possession of, any illegal drug or controlled substance, whether or not engaged in any school or school-related activity, and the behavior of the employee, if under the influence, is such that it is inappropriate for a school employee in the opinion of the superintendent, the employee may be subject to discipline, up to and including termination. This policy also applies to those employees who are under the influence of alcohol while on campus or at school-sponsored functions, including athletic events.

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

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

It shall not be necessary for an employee to test at a level demonstrating intoxication by any substance in order to be subject to the terms of this policy. Any physical manifestation of being under the influence of a substance may subject an employee to the terms of this policy. Those physical manifestations include, but are not limited to: unsteadiness; slurred speech; dilated or constricted pupils; incoherent and/or irrational speech; or the presence of an odor associated with a prohibited substance on one's breath or clothing.

Should an employee desire to provide the District with the results of a blood, breath or urine analysis, such results will be taken into account by the District only if the sample is provided within a time range that could provide meaningful results and only by a testing agency chosen or

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

Any incident at work resulting in injury to the employee requiring medical attention shall require the employee to submit to a drug test, which shall be paid at the District's worker's compensation carrier's expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of worker's compensation benefits in accordance with policy 3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION.<sup>2</sup>

Any employee who is charged with a violation of any state or federal law relating to the possession, use or distribution of illegal drugs, other controlled substances or alcohol, or of drug paraphernalia, must notify his/her immediate supervisor within five (5) week days (i.e., Monday through Friday, inclusive, excluding holidays) of being so charged. The supervisor who is notified of such a charge shall notify the Superintendent immediately.

If the supervisor is not available to the employee, the employee shall notify the Superintendent within the five (5) day period.

Any employee so charged is subject to discipline, up to and including termination. However, the failure of an employee to notify his or her supervisor or the Superintendent of having been so charged shall result in that employee being recommended for termination by the Superintendent.

Any employee convicted of any criminal drug statute violation for an offense that occurred while at work or in the performance of official duties while off district property shall report the conviction within 5 calendar days to the superintendent. Within 10 days of receiving such notification, whether from the employee or any other source, the district shall notify federal granting agencies from which it receives funds of the conviction. Compliance with these requirements and prohibitions is mandatory and is a condition of employment.

Any employee convicted of any state or federal law relating to the possession, use or distribution of illegal drugs, other controlled substances, or of drug paraphernalia, shall be recommended for termination.

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

to return to work while impaired by prescription medication a third time the employee may be subject to discipline, up to and including a recommendation of termination.

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

A report to the appropriate licensing agency shall be filed within seven (7) days of:

- 1) A final disciplinary action taken against an employee resulting from the diversion, misuse, or abuse of illicit drugs or controlled substances; or
- 2) The voluntary resignation of an employee who is facing a pending disciplinary action resulting from the diversion, misuse, or abuse of illicit drugs or controlled substances.

The report filed with the licensing authority shall include, but not be limited to:

- The name, address, and telephone number of the person who is the subject of the report; and
- A description of the facts giving rise to the issuance of the report.

When the employee is not a healthcare professional, law enforcement will be contacted regarding any final disciplinary action taken against an employee for the diversion of controlled substances to one (1) or more third parties.

Notes:

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

<http://webapps.dol.gov/elaws/asp/drugfree/menu.htm>.

<sup>2</sup> Requiring employees who need medical treatment for injuries at work to be drug tested is optional but is recommended. A.C.A. § 11-9-102 states that an injury resulting while the employee is under the influence of alcohol or illegal drugs is not a compensable injury. Requiring all employees to be drug tested for work injuries resulting in medical treatment will allow the district to abide the prohibition against paying worker's' comp for a drug related injury.

Legal References: 41 U.S.C. § 8101, 8103, and 8104  
A.C.A. § 11-9-102  
A.C.A. § 17-80-117

Date Adopted: April 22, 2002  
Date Revised: June 20, 2017



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

#### **CERTIFICATION**

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

A copy of the signed policy will be scanned in the employee's personnel file.

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

### 3.32— FAMILY MEDICAL LEAVE

The Family and Medical Leave Act (FMLA) leave offers job protection for what might otherwise be considered excessive absences. Employees need to carefully comply with this policy to ensure they do not lose FMLA protection due to inaction or failure to provide the District with needed information. The FMLA provides up to 12 work weeks (or in some cases 26 weeks) of job-protected leave to eligible employees with absences that qualify under the FMLA. While an employee can request FMLA leave and has a duty to inform the District as provided in this policy of foreseeable absences that may qualify for FMLA leave, it is the District's ultimate responsibility to identify qualifying absences as FMLA or non-FMLA. FMLA leave is unpaid, except to the extent that paid leave applies to any given absence as governed by the FMLA and this policy.

#### SECTION ONE

##### **Definitions:**

Eligible Employee: is an employee who has been employed by the District for at least twelve (12) months and for 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave.

FMLA: is the Family and Medical Leave Act

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

Instructional Employee: is an employee whose principal function is to teach and instruct students in a class, a small group, or an individual setting and includes classroom teachers, athletic coaches, driving instructors, preschool teachers, and special education assistants such as signers for the hearing impaired. The term does not include, and the special rules related to the taking of leave near the end of a semester do not apply to, teacher assistants or aides who do not have as their principal job actual teaching or instructing, nor does it include administrators, counselors, librarians, psychologists, or curriculum specialists.

Intermittent leave: is FMLA leave taken in separate blocks of time due to a single qualifying reason. A reduced leave schedule is a leave schedule that reduces an employee's usual number of working hours per workweek, or hours per workday. A reduced leave schedule is a change in the employee's schedule for a period of time, normally from full-time to part-time.

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

Parent: is the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or a daughter. This term does not include parents “in-law.”

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

Son or daughter, for numbers 1, 2, or 3 below: is a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and “incapable of self-care because of a mental or physical disability” at the time that FMLA leave is to commence.

Year: the twelve (12) month period of eligibility shall begin on July 1<sup>st</sup> of each school-year.

## **Policy**

The provisions of this policy are intended to be in line with the provisions of the FMLA. If any conflict(s) exist, the Family and Medical Leave Act of 1993 as amended shall govern.

## **Leave Eligibility**

The District will grant up to twelve (12) weeks of leave per year in accordance with the FMLA as amended to its eligible employees for one or more of the following reasons:

1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. To care for the spouse, son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition; and
4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.
5. Because of any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. (See Section Two)
6. To care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury. (See Section Two)

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.

A husband and wife who are both eligible employees employed by the District may not take more than a combined total of 12 weeks of FMLA leave for reasons 1, 2, 3 and 5.

## **Provisions Applicable to both Sections One and Two**

### **District Notice to Employees**

The District shall post, in conspicuous places in each school within the District where notices to employees and applicants for employment are customarily posted, a notice explaining the FMLA's provisions and providing information about the procedure for filing complaints with the Department of Labor.<sup>4</sup>

### **Eligibility Notice to Employee**

When an employee requests FMLA leave or the district determines that an employee's absence may be covered under FMLA, the district shall notify the employee of their potential eligibility under FMLA.

The district has contracted with Consolidated Administrative Services (CAS) for the purposes of administering the FMLA process. CAS will notify the employee within five (5) business days (absent extenuating circumstances) of the district's determination of his/her eligibility for FMLA leave. CAS may request additional information from the employee and/or certification from a health care provider to help make the eligibility determination.

### **Designation Notice to Individual Employee**

After receiving sufficient information as requested, CAS shall provide written notice to the employee within five (5) business days (absent extenuating circumstances) of whether the leave qualifies as FMLA leave and will be so designated.

If the circumstances for the leave do not change, CAS will only notify the employee once of the determination regarding the designation of FMLA leave within a twelve (12) month period.

### **Concurrent Leave Under the FMLA**

All FMLA leave is unpaid unless substituted by applicable accrued leave. The District may require employees to substitute any applicable leave for the period of FMLA leave.

### **Working at another Job while Taking FMLA for Personal or Family Serious Medical Condition**

No employee on FMLA leave for their own serious medical condition may perform work at another, non-district job while on FMLA leave. Except as provided in policy 3.44, employees who do perform work at another, non-district job while on FMLA leave for their own serious medical condition will be subject to discipline, which could include termination or nonrenewal of their contract of employment.

### **Working at School-Sponsored Events or Attending District Trainings while Taking FMLA for a Personal Serious Medical Condition**

No employee on FMLA leave for their own serious medical condition may work at school-sponsored events or attend district training while taking FMLA for personal serious medical conditions. Employees who violate this policy may be subject to discipline, which could include termination or nonrenewal of their contract of employment.

### **Health Insurance Coverage**

The District shall maintain coverage under any group health plan for the duration of FMLA leave the employee takes at the level and under the conditions coverage would have been provided if the employee had continued in active employment with the District. Additionally, if the District makes a change to its health insurance benefits or plans that apply to other employees, the employee on FMLA leave must be afforded the opportunity to access additional benefits and/or the same responsibility for changes to premiums. Any changes made to a group health plan which apply to other District employees, must also apply to the employee on FMLA leave. The District will notify the employee on FMLA leave of any opportunities to change plans or benefits. The employee remains responsible for any portion of premium payments customarily paid by the employee. When on unpaid FMLA leave, it is the employee's responsibility to submit his/her portion of the cost of the group health plan coverage to the district's business office on or before it would be made by payroll deduction.

The District has the right to pay an employee's unpaid insurance premiums during the employee's unpaid FMLA leave to maintain the employee's coverage during his/her leave. The District also has the right to recover the employee's share of any premium payments missed by the employee for any FMLA leave period during which the District maintains health coverage for the employee by paying the his/her share. Such recovery shall be made by offsetting the employee's debt through payroll deductions or by other means against any monies owed the employee by the District.

An employee who chooses to not continue group health plan coverage while on FMLA leave, is entitled to be reinstated on the same terms as prior to taking the leave, including family or dependent coverages, without any qualifying period, physical examination, exclusion of pre-existing conditions, etc.

If an employee gives unequivocal notice of intent not to return to work, or if the employment relationship would have terminated if the employee had not taken FMLA leave, the District's obligation to maintain health benefits ceases.

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

- a. The employee fails to return to work due to the continuation, reoccurrence, or onset of a serious health condition that entitles the employee to leave under reasons 3 or 4 listed above; and/or
- b. Other circumstances exist beyond the employee's control.

Circumstances under "a" listed above shall be certified by a licensed, practicing health care provider verifying the employee's inability to return to work.

### **Reporting Requirements During Leave**

Unless circumstances exist beyond the employee's control, the employee shall keep the district's Personnel Office informed during their FMLA leave of their current status and intent to return to work.

### **Return to Previous Position**

An employee returning from FMLA leave is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An equivalent position must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, and authority. Specifically, upon returning from FMLA leave, a teacher may be assigned to another position that is not necessarily the same as the teacher's job assignment, but may not be restored to a position requiring additional licensure or certification.

The employee's right to return to work and/or to the same or an equivalent position does not supersede any actions taken by the District, such as conducting a RIF, which the employee would have been subject to had the employee not been on FMLA leave at the time of the District's actions.

### **Provisions Applicable to Section One**

#### **Employee Notice to District**

##### Foreseeable Leave:

When the need for leave is foreseeable for reasons 1 through 4 listed above, the employee shall provide the District with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave for the specified reason. An eligible employee who has no reasonable excuse for his/her failure to provide the District with timely advance notice of the need for FMLA leave may delay the FMLA coverage of such leave until 30 days after the date the employee provides notice.

If there is a lack of knowledge of approximately when the leave will be required to begin, a change in circumstances, or an emergency, 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 eligible employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the District subject to the approval of the health care provider of the spouse, son, daughter, or parent of the employee, or the health care provider of the employee, as applicable.

If the need for FMLA leave is foreseeable less than 30 days in advance, the employee shall notify the District as soon as practicable. If the employee fails to notify as soon as practicable, the District may delay granting FMLA leave for the number of days in advance that the employee should have provided notice and when the employee actually gave notice.

#### Unforeseeable Leave:

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. If the eligible employee fails to notify the District as required, unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.

### **Medical Certification**

Second and Third Opinions: In any case where the District has reason to doubt the validity of the initial certification provided, the District may require, at its expense, the employee to obtain the opinion of a second health care provider designated or approved by the employer. If the second opinion differs from the first, the District may require, at its expense, the employee to obtain a third opinion from a health care provider agreed upon by both the District and the employee. The opinion of the third health care provider shall be considered final and be binding upon both the District and the employee.

Recertification: The District may request, either orally or in writing, the employee obtain a recertification in connection with the employee's absence, at the employee's expense, no more often than every thirty (30) days unless one or more of the following circumstances apply;

(a)The original certification is for a period greater than 30 days. In this situation, the District may require a recertification after the time of the original certification expires, but in any case, the District may require a recertification every six (6) months;

(b)The employee requests an extension of leave;

(c)Circumstances described by the previous certification have changed significantly; and/or;

(d)The district receives information that casts doubt upon the continuing validity of the certification.

The employee must provide the recertification in fifteen (15) calendar days after the District's request. No second or third opinion on recertification may be required. The District may deny FMLA leave if an eligible employee fails to provide requested certification.

### **Substitution of Paid Leave**

When an employee's leave has been designated as FMLA leave for reasons 1 (as applicable), 2, 3, or 4 above, the District may require employees to substitute any applicable leave for the period of FMLA leave.

To the extent the employee has accrued paid vacation or personal leave, any leave taken that qualifies for FMLA leave for reasons 1 or 2 above shall be paid leave and charged against the employee's accrued leave.

Workers Compensation: FMLA leave may run concurrently with a workers' compensation absence when the injury is one that meets the criteria for a serious health condition. To the extent that workers compensation benefits and FMLA leave run concurrently, the employee will be charged for any paid leave accrued by the employee at the rate necessary to bring the total amount of combined income up to 100% of usual contracted daily rate of pay. If the health care provider treating the employee for the workers compensation injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent job, the employee may decline the District's offer of a "light duty job." As a result, the employee may lose his/her workers' compensation payments, but for the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

### **Return to Work**

If it is determined that the eligible employee's leave qualified as FMLA leave under reason 4 above, CAS may require on the designation form that the employee provide a release from their physician prior to the employee returning to work.. The designation notice will list the employee's essential job functions. The employee must provide certification from their physician that they are able to perform those functions prior to returning to work. The employee's failure to do so, or his/her inability to perform his/her job's essential functions, voids the District's obligation to reinstate the employee under the FMLA and the employee may be subject to termination or nonrenewal of their contract of employment. .

### **Failure to Return to Work:**

In the event that an employee is unable or fails to return to work within FMLA's leave timelines, the superintendent will make a determination at that time regarding the documented need for a



severance of the employee's contract due to the inability of the employee to fulfill the responsibilities and requirements of their contract.

### **Intermittent or Reduced Schedule Leave**

To the extent practicable and foreseeable, employees requesting intermittent or reduced schedule leave shall provide the District with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave.

Eligible employees may only take intermittent or reduced schedule leave for reasons 1 and 2 listed above if the District agrees to permit such leave upon request of the employee. If the District agrees to permit an employee to take intermittent or reduced schedule leave for such reasons, the agreement shall be consistent with this policy's requirements governing intermittent or reduced schedule leave. The employee may be transferred temporarily during the period of scheduled intermittent or reduced leave to an alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties.

Eligible employees may take intermittent or reduced schedule FMLA leave due to reasons 3 or 4 listed above when the medical need is best accommodated by such a schedule. The eligible employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health care provider.

When granting leave on an intermittent or reduced schedule for reasons 3 or 4 above that is foreseeable based on planned medical treatment, the District may temporarily transfer non-instructional, eligible employees for the period of scheduled intermittent or reduced leave to an alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

If an eligible employee who meets the definition of an instructional employee requests intermittent or reduced schedule leave for reasons 3 or 4 above that is foreseeable based on planned medical treatment and the employee would be on leave for greater than 20 percent of the total number of working days in the period during which the leave would extend, the district may require the employee to elect to either

- (a) take medical leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or

- (b) transfer temporarily to an available alternative position offered by the employer for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the regular employment position of the employee.

If the employee chooses to transfer to an alternative position, the position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

An eligible instructional employee who needs intermittent leave or leave on a reduced leave schedule for reasons 3 or 4 above may not be transferred to an alternative position during the period of the employee's intermittent or reduced leave schedule if, based on the foreseeable planned medical treatment, the employee would be on leave for 20 percent or less of the total number of working days over the period the leave would extend.

#### **Leave taken by eligible instructional employees near the end of the semester**

In any of the following scenarios, if the District chooses to require the eligible, instructional employee to stay on leave until the end of the semester, only the portion of the leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. The required non-FMLA leave will not be considered excessive absenteeism.

#### **Leave more than 5 weeks prior to the end of the semester**

If the eligible, instructional employee begins leave, due to reasons 1 through 4 listed above, more than five (5) weeks prior to the end of the academic term, the District may require the employee to continue taking leave until the end of the semester, if

- (a) the leave is of at least 3 (3) weeks duration; and
- (b) the return to employment would occur during the 3(3)week period before the end of the semester.

#### **Leave less than 5 weeks prior to end of the semester**

If the eligible, instructional employee begins leave, due to reasons 1, 2, or 3 listed above, during the period that commences less than five (5) weeks prior to the end of the academic term, the District may require the employee to continue taking leave until the end of the semester, if

- (a) the leave is of greater than 2 weeks duration; and
- (b) the return to employment would occur during the 2-week period before the end of the semester.

### **Leave less than 3 weeks prior to end of the semester**

If the eligible, instructional employee begins leave, due to 1, 2, or 3 listed above, during the period that commences less than 3 weeks prior to the end of the semester and the duration of the leave is greater than five (5) working days, the District may require the employee to continue to take leave until the end of the semester.

## **SECTION TWO**

### **FMLA LEAVE CONNECTED TO MILITARY SERVICE**

The FMLA provision of military associated leave is in two categories, with each having some of its own definitions and stipulations. Therefore, they are dealt with separately in this section of the policy. Definitions different than those in Section One are included under the respective reason for leave. Definitions that are the same as in Section One are NOT repeated in this Section.

### **QUALIFYING EXIGENCY**

An eligible employee may take FMLA leave for any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. Examples include issues involved with short-notice deployment, events and related activities, childcare and school activities, the need for financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and other activities as defined by federal regulations.

#### **Definitions:**

##### Covered active duty:

1. In the case of a member of a **regular** component of the Armed Forces, covered active duty means duty during deployment of the member with the armed forces to a foreign country; or,
2. In the case of a member of a **reserve** component of the Armed Forces, covered active duty means duty during deployment of the member with the armed forces to a foreign country under a call to order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code.

Son or daughter on active duty or call to active duty status: the employee's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood in loco parentis, who is on active duty or call to active duty status, and who is of any age.

## **Certification**

The District may require the eligible employee to obtain certification to help the district determine if the requested leave qualifies for FMLA leave for the purposes of a qualifying exigency. The District may deny FMLA leave if an eligible employee fails to provide requested certification.

## **Employee Notice to District**

### Foreseeable Leave:

When the necessity for leave for any qualifying exigency is foreseeable, whether because the spouse, son, daughter, or parent of the employee is on covered active duty, or because of notification of an impending call or order to covered active duty, the employee shall provide such notice to the District as is reasonable and practicable regardless of how far in advance the leave is foreseeable. 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.

### Unforeseeable Leave:

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, email, fax, or other electronic means. If the eligible employee fails to notify the District as required unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.

## **Substitution of Paid Leave**

When an employee's qualifying exigency leave has been designated as FMLA, the District may require the employee to substitute any applicable paid leave for the period of FMLA leave.

## **Intermittent or Reduced Schedule Leave**

Eligible employees may take intermittent or reduced schedule leave for any qualifying exigency. The employee shall provide the district with as much notice as is practicable.

## **Leave taken by an Eligible Instructional Employee More Than 5 weeks Prior to End of the Semester**

If an eligible, instructional employee begins leave due to any qualifying exigency more than five (5) weeks prior to the end of the semester, the District may require the employee to continue taking leave until the end of the semester, if

- (a) the leave is of at least three (3) weeks duration; and

(b) the return to employment would occur during the three (3) week period before the end of the semester.

If the District chooses to require the eligible, instructional employee to stay on leave until the end of the semester, only the portion of the leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement.

### **Serious Illness**

An eligible employee is eligible for leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury under the following conditions and definitions.

### **Definitions:**

#### Covered Service Member:

1. a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
2. a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

Outpatient Status: used in respect to a covered service member, means the status of a member of the Armed Forces assigned to

- (a) a military medical treatment facility as an outpatient; or
- (b) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

Parent of a covered service member: a covered service member's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered service member. This term does not include parents "in law."

#### Serious Injury or Illness:

- (a) In the case of a member of the Armed Forces, including the National Guard or Reserves, it means an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line

of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating ; or

- (b) In the case of a veteran who was a member of the Armed Forces, including a member of the National Guard of Reserves, at any time during a period as a covered service member defined in this policy, it means a qualifying (as defined by the U.S. Secretary of Labor) injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

Son or daughter of a covered service member: a covered service member's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered service member stood in loco parentis, and who is of any age.

Year: for leave to care for the serious injury or illness of a covered service member, the twelve (12) month period begins on the first day the eligible employee takes FMLA leave to care for a covered service member and ends 12 months after that date.

### **Military Caregiver Leave Eligibility**

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a **covered service member** shall be entitled to a total of 26 weeks of leave during one 12-month period to care for the service member who has a serious injury or illness as defined in this policy. An eligible employee who cares for such a covered service member continues to be limited for reasons 1 through 4 in Section One and for any qualifying exigency to a total of 12 weeks of leave during a year as defined in this policy. For example, an eligible employee who cares for such a covered service member for 16 weeks during a 12 month period could only take a total of ten (10) weeks for reasons 1 through 4 in Section One and for any qualifying exigency. An eligible employee may not take more than 12 weeks of FMLA leave for reasons 1 through 4 in Section One and for any qualifying exigency regardless of how little leave the eligible employee may take to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury.

If husband and wife are both eligible employees employed by the District, the husband and wife are entitled to a combined total of 26 weeks of leave during one 12-month period to care for their spouse, son, daughter, parent, or next of kin who is a **covered service member** with a serious injury or illness as defined in this policy. A husband and wife who care for such a covered service member continues to be limited to a combined total of 12 weeks FMLA leave for reasons 1 through 3 in Section One and for any qualifying exigency during a year as defined in this policy. For example, a husband and wife who are both eligible employees and who care for such a covered service member for 16 weeks during a 12 month period could only take a combined total of ten (10) weeks for reasons 1 through 3 in Section One and for any qualifying exigency.

## **Medical Certification**

The District may require the eligible employee to obtain certification of the covered service member's serious health condition to help the District determine if the requested leave qualifies for FMLA leave. The District may deny FMLA leave if an eligible employee fails to provide requested certification.

## **Employee Notice to District**

### **Foreseeable Leave**

When the need for leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury is clearly foreseeable at least 30 days in advance, the employee shall provide the District with not less than 30 days' notice before the date the leave is to begin of the employee's intention to take leave for the specified reason. An eligible employee who has no reasonable excuse for his/her failure to provide the District with timely advance notice of the need for FMLA leave may delay the FMLA coverage of such leave until thirty (30) days after the date the employee provides notice.

If the need for FMLA leave is foreseeable less than 30 days in advance, the employee shall notify the District as soon as practicable. If the employee fails to notify as soon as practicable, the District may delay granting FMLA leave for the length of time that the employee should have provided notice and when the employee actually gave notice.

When the need for leave is to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury, the employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the district subject to the approval of the health care provider of the spouse, son, daughter, or parent of the employee.

### **Unforeseeable Leave**

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, email, fax, or other electronic means. If the eligible employee fails to notify the District as required unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.

### **Substitution of Paid Leave**

When an employee's leave has been designated as FMLA leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury, the District may require employees to substitute any paid leave for the period of FMLA leave.

## **Intermittent or Reduced Schedule Leave**

To the extent practicable, employees requesting intermittent or reduced schedule leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury shall provide the District with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take such leave.

Eligible employees may take intermittent or reduced schedule FMLA leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury when the medical need is best accommodated by such a schedule. The eligible employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health care provider.

When granting leave on an intermittent or reduced schedule to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury that is foreseeable based on planned medical treatment, the District may temporarily transfer non-instructional eligible employees for the period of scheduled intermittent or reduced leave to an alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. Specifically, upon returning from FMLA leave, an employee may be assigned to another position that is not necessarily the same as the employee's former job assignment. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

If an eligible employee who meets the definition of an instructional employee requests intermittent or reduced schedule leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury that is foreseeable based on planned medical treatment and the employee would be on leave for greater than 20 percent of the total number of working days in the period during which the leave would extend, the District may require the employee to choose either

- (a) to take medical leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or
- (b) to transfer temporarily to an available alternative position offered by the employer for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the regular employment position of the employee.

If the employee chooses to transfer to an alternative position it shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. Specifically, upon returning from FMLA leave, a teacher may be assigned to another position that is not necessarily the same as the teacher's former job assignment, but may



not be restored to a position requiring additional licensure or certification. The employee will not be required to take more FMLA leave than necessary to address the circumstances that required the need for the leave.

An eligible instructional employee, who needs intermittent leave or leave on a reduced leave schedule to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury, may not be transferred to an alternative position during the period of the employee's intermittent or reduced leave schedule if, based on the foreseeable planned medical treatment, the employee would be on leave for 20 percent or less of the total number of working days over the period the leave would extend.

### **Leave Taken by Eligible Instructional Employees Near the End of the Semester**

In any of the following scenarios, if the district chooses to require the eligible, instructional employee to stay on leave until the end of the semester, only the portion of the leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. The excess non-FMLA leave will not be considered excessive absenteeism.

### **Leave More Than 5 Weeks Prior to the End of the Semester**

If the eligible, instructional employee begins leave, for any qualifying exigency or to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury more than five (5) weeks prior to the end of the semester, the District may require the employee to continue taking leave until the end of the semester, if

- (a) the leave is of at least three (3) weeks duration; and
- (b) the return to employment would occur during the 3-week period before the end of the semester.

### **Leave less than 5 weeks prior to end of the semester**

If the eligible, instructional employee begins leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury during the period that commences five (5) weeks prior to the end of the semester, the District may require the employee to continue taking leave until the end of the semester, if:

- (a) the leave is of greater than 2 weeks duration; and
- (b) the return to employment would occur during the 2-week period before the end of the semester.

### **Leave less than 3 weeks prior to end of the semester**

If the eligible, instructional employee begins leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury during the period that commences three (3) weeks prior to the end of the semester and the duration of the leave is greater than five (5) working days, the District may require the employee to continue to take leave until the end of the semester.

Additional information is available at <http://www.dol.gov/whd/fmla/index.htm>.

Please note that the DOL forms lack the required disclaimer required by the Genetic Information Nondiscrimination Act (GINA).

*The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.*

Cross Reference: 3.8—LICENSED PERSONNEL SICK LEAVE

Legal References:     29 USC §§ 2601 et seq.  
                              29 CFR part 825

Date Adopted: April 22, 2002

Date Revised: June 20, 2017

### **3.33 ASSIGNMENT OF EXTRA DUTIES FOR LICENSED PERSONNEL**

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

Legal Reference:      A.C.A. § 6-17-201

Date Adopted: May 22, 2012  
Last Revised:

### **3.34 LICENSED PERSONNEL CELL PHONE USE**

Use of cell phones or other electronic communication devices by employees during instructional time for other than school related purposes is strictly forbidden unless in the case of an emergency or specifically approved in advance by the superintendent, building principal, or their designees.

District staff shall not be given cell phones or computers for any purpose other than their specific use associated with school business. School employees who use school issued cell phones and/or computers for non-school purposes, except as permitted by the District's policy, shall be subject to discipline, up to and including termination. School employees who are issued District cell phones due to the requirements of their position may use the phone for personal use on an "as needed" basis provided it is not during instructional time.

Date Adopted: June, 2012

Last Revised: May 22, 2012

### **3.35 LICENSED PERSONNEL BENEFITS**

Activity Passes: Teachers retiring from the Cabot School District will be given a life-long pass to attend all school events held in the Cabot School District (excluding state events covered by the Arkansas Activities Association for which local passes are not allowed).

Date Adopted: May 18, 2004

### **3.36 LICENSED PERSONNEL DISMISSAL AND NON-RENEWAL**

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

A copy of the Act is available for review in the office of the principal of each school building and on the District's Website.

Legal Reference:      A.C.A. § 6-17-201

Date Adopted: May 22, 2012

Last Revised:

### **3.37— ASSIGNMENT OF TEACHER AIDES**

The assignment of Instructional Assistants 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 or teacher changes or to best meet the educational needs of the students.

Legal Reference:       A.C.A. §6-17-201

Date Adopted: October 10, 2009

Date Revised:

### **3.38 LICENSED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING**

Licensed personnel who have witnessed, or are reliably informed that, a student has been a victim of bullying as defined in this policy, including a single action which if allowed to continue would constitute bullying, shall report the incident(s) to the principal. The principal or his/her designee shall be responsible for investigating the incident(s) to determine if disciplinary action is warranted.

The person or persons reporting behavior they consider to be bullying shall not be subject to retaliation or reprisal in any form.

District staff is required to help enforce implementation of the district's anti-bullying policy. The district's definition of bullying is included below. Students who bully another person are to be held accountable for their actions whether they occur on school grounds; off school grounds at a school-sponsored or school-approved function, activity, or event; or going to or from school or a school activity. Students are encouraged to report behavior they consider to be bullying, including a single action which if allowed to continue would constitute bullying, to their teacher or the building principal. The report may be made anonymously.

A school principal or his or her designee who receives a readable report or complaint of bullying shall promptly investigate the complaint or report and make a record of the investigation and any action taken as a result of the investigation.

#### **Definition:**

**Attribute** means an actual or perceived personal characteristic including without limitation race, color, religion, ancestry, national origin, socioeconomic status, academic status, disability, gender, gender identity, physical appearance, health condition, or sexual orientation;

**Bullying** means the intentional harassment, intimidation, humiliation, ridicule, defamation, or threat or incitement of violence by a student against another student or public school employee by a written, verbal, electronic, or physical act that may address an attribute of the other student, public school employee, or person with whom the other student or public school employee is associated and that causes or creates actual or reasonably foreseeable:

- Physical harm to a public school employee or student or damage to the public school employee's or student's property;
- Substantial interference with a student's education or with a public school employee's role in education;
- A hostile educational environment for one (1) or more students or public school employees due to the severity, persistence, or pervasiveness of the act; or
- Substantial disruption of the orderly operation of the school or educational environment;

**Electronic act** means without limitation a communication or image transmitted by means of an electronic device, including without limitation a telephone, wireless phone or other wireless communications device, computer, or pager that results in the substantial disruption of the orderly operation of the school or educational environment.



Electronic acts of bullying are prohibited whether or not the electronic act originated on school property or with school equipment, if the electronic act is directed specifically at students or school personnel and maliciously intended for the purpose of disrupting school, and has a high likelihood of succeeding in that purpose;

**Harassment** means a pattern of unwelcome verbal or physical conduct relating to another person's constitutionally or statutorily protected status that causes, or reasonably should be expected to cause, substantial interference with the other's performance in the school environment; and

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

- Necessary cessation of instruction or educational activities;
- Inability of students or educational staff to focus on learning or function as an educational unit because of a hostile environment;
- Severe or repetitive disciplinary measures are needed in the classroom or during educational activities; or
- Exhibition of other behaviors by students or educational staff that substantially interfere with the learning environment.

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

1. Sarcastic comments, "compliments," about another student's personal appearance or actual or perceived attributes,
2. Pointed questions intended to embarrass or humiliate,
3. Mocking, taunting or belittling,
4. Non-verbal threats and/or intimidation such as "fronting" or "chesting" a person,
5. Demeaning humor relating to a student's race, gender, ethnicity or actual or perceived attributes,
6. Blackmail, extortion, demands for protection money or other involuntary donations or loans,
7. Blocking access to school property or facilities,
8. Deliberate physical contact or injury to person or property,
9. Stealing or hiding books or belongings,
10. Threats of harm to student(s), possessions, or others,
11. Sexual harassment, as governed by policy 3:26 (Sexual Harassment), is also a form of bullying,
12. Teasing or name-calling based on the belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual, regardless of whether the student self-identifies as homosexual.

Legal Reference: A.C.A. § 6-18-514

Date Adopted: June 2006

Last Revised: June 23, 2011

### **3.39 LICENSED PERSONNEL RECORDS AND REPORTS**

The superintendent or his/her designee shall determine, by individual or by position, those records a teacher is responsible to keep and those reports he/she is required to maintain. It is a requirement of employment that all required records and reports be completed, submitted, or otherwise tendered, and be accepted by the principal or superintendent as complete and satisfactory, before the last contracted check for the year will be released to the licensed employee.

Legal Reference:      A.C.A. § 6-17-104

Date Adopted: May 22, 2012

Last Revised:

### **3.40 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<sup>1</sup>. 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. §-12-18-107  
                              A.C.A. §-12-18-201 et seq.  
                              A.C.A. §-12-18-402

Date Adopted: June, 2008  
Last Revised: June 23, 2011

### **3.41 SURVEILLANCE AND OTHER MONITORING**

The Board of Directors has a responsibility to maintain discipline, protect the safety, security, and welfare of its students, staff, and visitors while at the same time safeguarding district facilities, vehicles, and equipment. As part of fulfilling this responsibility, the board authorizes the use of video/audio surveillance cameras, automatic identification, data compilation devices, and technology capable of tracking the physical location of district equipment, students, and/or personnel.

The placement of video/audio surveillance cameras shall be based on the presumption and belief that students, staff and visitors have no reasonable expectation of privacy anywhere on or near school property, facilities, vehicles, or equipment, with the exception of places such as rest rooms or dressing areas where an expectation of bodily privacy is reasonable and customary.

Signs shall be posted on district property and in or on district vehicles to notify students, staff, and visitors that video cameras may be in use. Violations of school personnel policies or laws caught by the cameras and other technologies authorized in this policy may result in disciplinary action.

The district shall retain copies of footage until they are deleted.

Videos, automatic identification, or data compilations containing evidence of a violation of district personnel policies and/or state or federal law shall be retained until the issue of the misconduct is no longer subject to review or appeal as determined by board policy or staff handbook; any release or viewing of such records shall be in accordance with current law.

Staff who vandalize, damage, defeat, disable, or render inoperable (temporarily or permanently) surveillance cameras and equipment, automatic identification, or data compilation devices shall be subject to appropriate disciplinary action and referral to appropriate law enforcement authorities.

Video recordings and automatic identification or data compilation records may become a part of a staff member's personnel record.

Date Adopted: June 23, 2011

Last Revised: June 20, 2017

### **3.42 OBTAINING and RELEASING STUDENT'S FREE AND REDUCED PRICE MEAL ELIGIBILITY INFORMATION**

#### **Obtaining Eligibility Information**

A fundamental underpinning of the National School Lunch and School Breakfast Programs (Programs) is that in their implementation, there will be no physical segregation of, discrimination against, or overt identification of children who are eligible for the Program's benefits. While the requirements of the Programs are defined in much greater detail in federal statutes and pertinent Code of Federal Regulations, this policy is designed to help employees understand prohibitions on how the student information is obtained and/or released through the Programs. Employees with the greatest responsibility for implementing and monitoring the Programs should obtain the training necessary to become fully aware of the nuances of their responsibilities.

The District is required to inform households with children enrolled in District schools of the availability of the Programs and of how the household may apply for Program benefits. However, the District and anyone employed by the district is **strictly forbidden** from **requiring** any household or student within a household from submitting an application to participate in the program. There are NO exceptions to this prohibition and it would apply, for example, to the offer of incentives for completed forms, or disincentives or negative consequences for failing to submit or complete an application. Put simply, federal law requires that the names of the children shall not be published, posted or announced in any manner.

In addition to potential federal criminal penalties that may be filed against a staff member who violates this prohibition<sup>1</sup>, the employee shall be subject to discipline up to and including termination.

#### **Releasing Eligibility Information**

As part of the district's participation in the National School Lunch Program and the School Breakfast Program, the district collects eligibility data from its students. The data's confidentiality is very important and is governed by federal law. The district has made the determination to release student eligibility status or information<sup>1</sup> as permitted by law. Federal law governs how eligibility data may be released and to whom. The district will take the following steps to ensure its confidentiality:

Some data may be released to government agencies or programs authorized by law to receive such data without parental consent, while other data may only be released after obtaining parental consent. In both instances, allowable information shall only be released on a need to know basis to individuals authorized to receive the data. The recipients shall sign an agreement with the district specifying the names or titles of the persons who may have access to the eligibility information. The agreement shall further specify the specific purpose(s) for which the data will be used and how the recipient(s) shall protect the data from further, unauthorized disclosures.

The superintendent shall designate the staff member(s) responsible for making eligibility determinations. Release of eligibility information to other district staff shall be limited to as few individuals as possible who shall have a specific need to know such information to perform their job responsibilities. Principals, counselors, teachers, and administrators shall not have routine access to eligibility information or status.

Each staff person with access to individual eligibility information shall be notified of their personal liability for its unauthorized disclosure and shall receive appropriate training on the laws governing the restrictions of such information.<sup>2</sup>

Legal References:     Commissioner's Memos IA-05-018, FIN 09-041, and IA 99-011  
                             ADE Eligibility Manual for School Meals Revised July 2008  
                             7 CFR 210.1 – 210.31  
                             7 CFR 220.1 – 220.22  
                             42 USC 1758(b)(6)

Date Adopted: May 22, 2012

Last Revised:

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

It is the responsibility of each teacher, and not the District, to keep his/her teaching license continuously renewed with no lapses in licensure, and in good standing with the State Board of Education. Failure of a teacher to do so will be grounds for dismissal.

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

Date Adopted: May 22, 2012  
Last Revised:

### **3.44 LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION**

The district provides Workers' Compensation Insurance, as required by law. Employees who sustain any injury at work must immediately notify their immediate supervisor. The employee must then fill out a Form N in the District Business Office. While many injuries will require no medical treatment or time lost at work, should the need for treatment arise later, it is important that there be a record that the injury occurred. All employees have a duty to provide information and make statements as requested for the purposes of the claim assessment and investigation.

For injuries requiring medical attention, the district will exercise its right to designate the initial treating physician and an injured employee will be directed to seek medical attention, if necessary, from a specific physician or clinic.

A Workers' Compensation absence may run concurrently with FMLA leave (policy 3.32) when the injury is one that meets the criteria for a serious health condition. To the extent that workers compensation benefits and FMLA leave run concurrently, the employee will be charged for any paid leave accrued by the employee at the rate necessary to bring the total amount of combined income up to 100% of usual contracted daily rate of pay. If the health care provider treating the employee for the workers compensation injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent job, the employee may decline the District's offer of a "light duty job." As a result, the employee may lose his/her workers' compensation payments, but for the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

Employees who are absent from work in the school district due to a Workers' Compensation claim may not work at a non-district job until they have returned to full duties at their same or equivalent district job; those who violate this prohibition may be subject to discipline up to and including termination. This prohibition does NOT apply to an employee whose has been cleared by his/her doctor to return to "light duty" but the District has no such position available for the employee and the employee's second job qualifies as "light duty".

To the extent an employee has accrued sick leave and a WC claim has been filed:

- the employee will be charged for a day's sick leave for the all days missed until such time as the WC claim has been approved or denied;
- an employee whose WC claim is accepted by the WC insurance carrier as compensable and who is absent for eight or more days shall be charged sick leave at the rate necessary, when combined with WC benefits, to bring the total amount of combined income up to 100% of the employee's usual contracted daily rate of pay;

an employee whose WC claim is accepted by the WC insurance carrier as compensable and is absent for 14 or more days will be credited back that portion of sick leave for the first seven (7) days of absence that is not necessary to have brought the total amount of combined income up to 100% of the employee's usual contracted gross pay.



Legal References: Ark. Workers Compensation Commission RULE 099.33 - MANAGED CARE

A.C.A. § 11-9-508(d)(5)(A)

A.C.A. § 11-9-514(a)(3)(A)(i)

Date Adopted: May 22, 2012

Last Revised: May 21, 2013

### 3.45 LICENSED PERSONNEL SOCIAL NETWORKING AND ETHICS

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

It is the duty of each staff member to appropriately manage all interactions with students, regardless of whether contact or interaction with a student occurs face-to-face or by means of technology, to ensure that the appropriate staff/student relationship is maintained. This includes instances when students initiate contact or behave inappropriately themselves.

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

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

#### **Definitions:**

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

Professional/education social networks are education oriented websites designed to allow and encourage teachers and students to communicate and collaborate around school subjects and projects. District employees may set up blogs and other professional/education social networking accounts using District resources and following District guidelines to promote communications with students, parents, and the community concerning school-related activities and for the purpose of supplementing classroom instruction. Accessing professional/education social networks during school hours is permitted.

Blogs are a type of networking and can be either social or professional in their orientation. Professional blogs are encouraged and can provide a place for teachers to post homework, keep parents up-to-date, and interact with students concerning school related activities. Social blogs are discouraged to the extent they involve teachers and students in a non-education oriented format.

Staff are reminded that the same relationship, exchange, interaction, information, or behavior that would be unacceptable in a non-technological medium, is unacceptable when done through the use of technology. In fact, due to the vastly increased potential audience digital dissemination presents, extra caution must be exercised by staff to ensure they don't cross the line of acceptability.

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

Accessing social networking websites for personal use during school hours is prohibited, except during breaks or preparation periods. Staff are discouraged from accessing social networking websites on personal equipment during their breaks and/or preparation periods because, while this is not prohibited, it may give the public appearance that such access is occurring during instructional time. Staff shall not access social networking websites using district equipment at any time, including during breaks or preparation periods, except in an emergency situation or with the express prior permission of administration. All school district employees who participate in social networking websites shall not post any school district data, documents, photographs, logos, or other district owned or created information on any website. Further, the posting of any private or confidential school district material on such websites is strictly prohibited.

The following guidelines apply to all individuals posting on social media networks in any capacity.

A. Think twice before posting. Privacy does not exist in the world of social media. Consider what could happen if a post becomes widely known and how that may reflect both on the poster and the Cabot School District. Search engines can turn up posts years after they are created, and comments can be forwarded or copied. If you would not say it in your classroom or to a member of the media, consider whether you should post it online. One should also give strong consideration before posting images that may be considered inappropriate or distasteful.

B. Strive for accuracy. Check your facts before posting them on social media. Keep in mind that once you share inaccurate information on a social network, it's available to the public and is not easily corrected.

C. Be respectful. Understand that content contributed to a social media site could encourage comments or discussion of opposing ideas. Responses should be considered carefully in light of how they would reflect on the poster and/or the Cabot School District.

D. Consider your audience and its potential reaction to your content. Be aware that a presence in the social media world is or easily can be made available to the public at large. This includes prospective students, current students, parents, current employer and colleagues, and peers.

Consider this before publishing to ensure the post will not alienate, harm, or provoke any of these groups.

E. If you identify yourself as a Cabot School District employee, it should be clear that views expressed are not necessarily those of the district. These guidelines apply to individuals posting on social media in any capacity.

F. Prior to establishing educationally-based professional social media network or account, provide a written explanation of the purpose of the account to district level administrators for approval. Professional use of social media should be approved by a district-level administrator, or his or her designee.

G. If a social media network or account that encourages student participation is approved, parents/guardians should be notified of the purpose and provided an opportunity to “opt out.”

H. Images, audio, or videos of any school activities or students should not be digitally transmitted or streamed without prior written parental consent and/or must adhere to local district policies.

I. Employees are encouraged to report inappropriate use of digital and/or social media to appropriate district administrators. Possible ethics violations may be reported to the Professional Licensure Standards Board utilizing the “Code of Ethics for Arkansas Educators Allegation of Violation” form.

Cabot School District employees should be aware of the potential danger in participating in the following forms of technology-based interactivity or connectivity:

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

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

Date Adopted: June 23, 2011

Last Revised: May 22, 2012

### **3.46 LICENSED PERSONNEL VACATION**

Employees on per annum (12 month) contract (245 days) shall earn ten (10) days of vacation leave per year. Vacation days begin to accumulate on the anniversary of the date that a person begins his/her contracted per annum employment. Employees must work a full year to earn all vacation.

Employees may not generally take vacation during instructional time. All vacation time must be approved, in advance to the extent practicable, by the superintendent or designee. If vacation is requested, but not approved, and the employee is absent from work in spite of the vacation denial, disciplinary action will be taken against the employee, which may include termination or nonrenewal.

Upon approval of the superintendent or his designee, an employee may be allowed to take vacation days prior to the completion of their contract. If an employee terminates service with the district, the employee's last paycheck will be reduced by the cost of unearned vacation days that have been taken. In case of termination of employment for any reason, the district may request that the employee work as long as possible and pay the employee for the accumulated vacation days, or the district may require the employee to leave the job site immediately and take his/her accumulated vacation days.

Twelve month employees should use vacation on days other than student contact days; supervisors may allow exceptions when warranted.

All vacation time given after July 1, 2008 must be used before the end of each anniversary year following the year it is earned with the exception of fifteen (15) days which may be carried forward to the next year. At the end of each subsequent fiscal year, effective July 1, 2008, any accumulated days over the 15 maximum will be lost. Employees terminating service at the end of the fiscal year will take accumulated vacation time prior to termination. There shall be no cash surrender value for vacation days accumulated after July 1, 2008 unless it is in the best interest of the school district and has been approved by the superintendent of schools in writing.

As of June 30, 2008, all accumulated vacation leave will be banked and frozen for the employee. Employees with banked vacation days at the date of their termination of employment will be paid for banked days at their daily rate of pay that was in effect on June 30, 2008.

Date Adopted: April 22, 2002

Date Revised: July 1, 2008

### **3.47— LICENSED PERSONNEL DEPOSITING COLLECTED FUNDS**

From time to time, staff members may collect funds in the course of their employment. It is the responsibility of the staff member who collects the funds to deposit such funds they have collected daily into the appropriate accounts for which they have been collected. The Superintendent or his/her designee shall be responsible for determining the need for receipts for funds collected and other record keeping requirements and of notifying staff of the requirements.

Collected funds must be stored in a locked closet, cabinet or safe until they are deposited.

Staff that uses any funds collected in the course of their employment for personal purposes, or who deposit such funds in a personal account, may be subject to discipline up to and including termination.

Date adopted: June 23, 2011

Last Revised: May 22, 2012

### **3.48 LICENSED PERSONNEL TEACHER WORKDAY**

The normal workday for teachers is from 7:50AM to 3:40PM. Principals will make exceptions to the workday in order to ensure the safe supervision of students. They will also make adjustments to the workday when a teacher has made a justifiable request in advance.

Teachers who are assigned duty will follow the time schedule established by the principal. Such duty may fall outside the normal workday hours, but shall be voluntary or comply with the compensation requirements for such duties as required by law. Duty schedules will be developed by the principal who will divide the duties as equally and fairly as possible.

The district shall provide a thirty-minute uninterrupted duty free lunch period during each student instructional day for each certified school employee in its employment or the district will compensate the employee at his or her hourly rate of pay for each missed lunch period.

Legal Reference: A.C.A. § 6-17-111  
Act 1881 of 2005

Date Adopted: April 22, 2002  
Date Adopted: June 22, 2006

### **3.49 LICENSED PERSONNEL ARRANGEMENT FOR SUBSTITUTES**

The district has partnered with Kelly Educational Staffing (KES) for our licensed personnel substitute teachers. The building administrator must approve the absences, and ensure that a substitute is secured through KES as needed, and the absence is reflected in AESOP.

Date Adopted: April 22, 2002

Date Last Revised: June 20, 2017



### **3.50 LICENSED PERSONNEL PAYROLL DEDUCTION OF CTA DUES**

Membership dues for membership in Cabot's Teachers' Association may be payroll deducted annually by submitting a one-time written authorization to the district's payroll office. The membership fee will continue to be automatically deducted each September as long as the employee remains employed with the district or until the employee notifies the payroll office in writing that the payroll deduction is no longer desired. Written notification to begin or stop this deduction should be made by September 1 of the effective year.

Legal Reference:       None

Date Adopted: September, 2003

Date Last Revised: May 31, 2007

### **3.51 LICENSED PERSONNEL ASSIGNMENT, REASSIGNMENT OR TRANSFER**

The Cabot School Board authorizes the superintendent to assign all personnel to their respective positions upon employment. Personnel may be assigned, reassigned, or transferred by the superintendent or designee.

Employees wishing to be considered for a transfer or reassignment should check the district's web site for job postings /positions in which they may be interested . The employee must apply online via the district's application system for internal applicants in order to be considered for the position. The application must be submitted before the closing date of the job posting.

Any transfer or reassignment that results in a certified employee changing certification areas or relocating to another campus will be recommended to the school board and approved before the transfer or reassignment is finalized.

Legal Reference: A.C.A. § 6-17-303

Date Adopted: April 22, 2002

Date Revised: June 20, 2017

### **3.52 LICENSED PERSONNEL POLICIES**

Each school district in the state of Arkansas is required by law to establish written personnel policies. These policies shall be filed with the State Department of Education, along with an affidavit signed by the president of the school board attesting to the school district's compliance with the state law.

The personnel policies of this school district shall be considered to be incorporated as terms of the certified personnel contracts and shall be binding upon the certified personnel and the district.

Any changes or additions to the personnel policies shall be considered a part of certified personnel contracts for the next fiscal year. Any changes or additions to the personnel policies may take effect before the next fiscal year only if the changes or additions are approved by a majority of the certified personnel employed by the district voting by secret ballot. The personnel policy committee shall conduct the voting and counting.

Legal Reference: A.C.A. § 6-17-201  
A.C.A. § 6-17-204

Date Adopted: April 22, 2002

### **3.53 GRADING POLICY (GRADES 5-12)**

Teachers in grades five through twelve shall record a minimum of one grade per week for each subject taught during each grading period. Grades shall be entered into the web based grading system no later than one week after the assignment is submitted to the teacher for grading.

Date Adopted: May 21, 2013

### **3.54 Arrest or Conviction of an Employee**

An employee who is arrested for any misdemeanor or felony shall notify his/her supervisor of such arrest within forty-eight (48) hours or before returning to work, whichever occurs earlier.

Any employee shall notify his/her supervisor of any subsequent disposition of the arrest, including conviction, prior to returning to work.

Any employee on extended leave (including fall, winter, or spring break) shall report any arrest and any subsequent disposition, including conviction, to his/her supervisor within forty-eight (48) hours or before returning to work, whichever occurs earlier.

In the case of an employee who is incarcerated, a family member or designee may call on the employee's behalf

- to report the absence on the first day of absence
- to report the arrest within the forty-eight (48) hour period

The supervisor shall immediately notify the Superintendent.

An employee's failure to report an arrest or a conviction within the specified time period will result in disciplinary action, up to and including termination.

A person who has pending charges at the time of hire must report the arrest to the Director of Personnel.

Date Adopted: May 17, 2016