

# **CLASSIFIED PERSONNEL**

## **SECTION 8 OF 9**

**SECTION 8 – CLASSIFIED PERSONNEL**

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## **8.0—CLASSIFIED PERSONNEL POLICY COMMITTEE**

### **Membership**

The membership of the classified personnel policy committee (CPPT) shall consist of:

1. Non-management representative(s) of the following non-certified classifications:
  - a) Maintenance and Custodial
  - b) Transportation
  - c) Food Service
  - d) Secretarial and Clerical
  - e) Aides and Paraprofessionals
2. Non-management individual to represent all other job classifications not listed in a-e as the at-large representative(s).

### **Election of Non-management Members**

The non-management members of the CPPT shall be elected as follows:

The election for the non-management members of the CPPT shall be conducted by the CPPT by October 15 of each year. The election shall be conducted with the use of a secret ballot. A non-management employee may cast a ballot to vote for the candidate(s) the non-management employee is eligible to vote for. The candidate who receives the majority of votes shall be declared the winner. In the event a position up for election only receives one candidate by the date designated for the submission of candidates, the unopposed candidate shall be declared to be elected without the need to hold a full election for the position.

If an election to fill positions on the CPPT is not conducted by October 15, the Board of Directors may appoint an individual to fill the position that was up for election.

### **Length of Term**

The length of term for non-management members of the CPPT shall be 2 years. Terms of non-management members shall be staggered so that, to the extent possible, an equal number of non-management members are elected each year. If an election is held due to a vacancy on the CPPT, the individual elected to fill the vacancy shall be elected to the remainder of the unexpired term.

### **Selection of Officers**

The CPPT shall organize itself in the first quarter of each school year and elect a chair and a secretary.

### **Meetings**

The CPPT shall develop a calendar of regularly scheduled meetings throughout the year to review the District's personnel policies in order to:

1. Determine whether additional policies or amendments to existing policies are needed;
2. Review any policies or changes to policies proposed by the board of directors;

3. Propose additional policies or amendments to the board of directors; and
  4. Review any proposed distribution of a salary underpayment from previous years.
- The CPPT shall hold special meetings throughout the year as necessary to review personnel policy proposals from the Board.

A majority of the members of the CPPT shall constitute a quorum for conducting business. The adoption of any motion shall require an affirmative vote by a majority of the members of the CPPT.

Members of the CPPT are not entitled to and shall not receive additional pay for their service on the CPPT or for attendance at CPPT meetings.

#### **Recording of Meetings**

All CPPT meetings shall be audio recorded. The recording may be paused in order to protect confidential employee or student information. The CPPT chair shall announce for the recording the reason the CPPT is pausing the recording prior to pausing the recording.

#### **Information Posted to District Website**

The following information shall be posted to the District website:

- a. Positions that are up for election to the CPPT;
- b. Names of candidates running for each position;
- c. Information regarding the conduction of the election;
- d. Results of the election; and
- e. Minutes of each CPPT meeting.

Legal Reference: A.C.A. § 6-17-2301 et seq.

Date Adopted: June 20, 2023

Last Revised: May 21, 2024

## **8.1 SALARIES AND SALARY SCHEDULES**

Classified Employees are placed on salary schedules. Each group of employees has a designated salary schedule. Those salary schedules are considered to be a part of this policy.

Upon initial employment, classified employees hired under contract with the Cabot School District, will be credited, on the appropriate salary schedule, with one-half (1/2) of their job related, full-time paid experience from previous employers. Credit for experience shall be determined by the Superintendent or his/her designee(s). Full credit will be given for experience in the same position from another school district. The maximum number of steps given for credit based on experience shall not exceed 10 years. Exceptions to this policy must be approved by the Superintendent and the Cabot School Board.

The salary for an experienced employee who requests transfer to a different position in the district, will be calculated based on previous job-related duties.

An Employee must work a minimum of 75% of the contract year, beginning with the date of employment for that position, in order to be credited with an experience step on the salary schedule. (Example: 245 day contract multiplied by 75% = 183.75 days to qualify)

Districts shall distribute funding for health insurance coverage in accordance with state law and 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 Division of Elementary and Secondary Education determination of the funding required to be distributed based on the funding matrix.

Legal Reference: A.C.A. § Act 1780 of 2003

Date Adopted: February 17, 2004

Last Update: June 19, 2018

## **8.2 EVALUATIONS**

Classified personnel may be periodically evaluated. Any forms, procedures or other methods of evaluation, including criteria, are to be developed by the Superintendent/designee(s), but shall not be part of the personnel policies of the district.

Date Adopted: February 17, 2004

Last Revised:

### **8.3 EVALUATIONS BY RELATIVES**

No person shall be employed in, or assigned to, a position which would require that he/she be evaluated by a relative, by blood or marriage, including, but not limited to, spouse, parent, child, grandparent, grandchild, sibling, aunt, uncle, niece, nephew, or first cousin.

Date Adopted: February 17, 2004

Last Revised: June 19, 2018

## 8.4 DRUG TESTING (Using a School Vehicle)

### Definitions

“Clearinghouse” means the Federal Motor Carrier Safety Administration Commercial Driver's License Drug and Alcohol Clearinghouse.

“Database” means the Commercial Driver Alcohol and Drug Testing Database of the Office of Driver Services of the Arkansas Department of Finance and Administration.

“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.

“School Bus” is a motorized vehicle that meets the following requirements:

1. Is designed to carry more than ten (10) passengers;
2. Is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District; and
3. Is operated for the transportation of students from home to school, from school to home, or to and from school events.<sup>1</sup>

### **Scope of Policy**

Each person hired for a position that allows or requires the employee to operate a school bus shall meet the following requirements:

1. The employee shall possess a current commercial vehicle driver's license for driving a school bus;
2. Have undergone a physical examination, which shall include a drug test, by a licensed physician or advanced practice nurse within the past two years; and
3. A current valid certification of school bus driver in service training.

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 employee submitting an electronic authorization through the Clearinghouse for the District to run a full query of the employee's information in the Clearinghouse; and
- The employee's signing a written authorization for the District to request information from:
  - The Database; and
  - Any U.S. Department of Transportation regulated employers who have employed the employee during any period during the two (2) years prior to the date of the employee's application.

All employees who perform safety-sensitive functions shall annually submit a written authorization for the District to conduct a limited query of the employee's information from the Clearinghouse. The District shall perform a limited query of all employees who perform safety-sensitive functions at least once each school year.

If the District's limited query of the Clearinghouse shows that information exists in the Clearinghouse that may prohibit the employee safety-sensitive functions, the District shall conduct a full query of the Clearinghouse on the employee within twenty-four (24) hours of conducting the limited query. If the District is unable to conduct a full query within twenty-four (24) hours due to the twenty-four (24) hours falling on a weekend, holiday, or other day the District is closed or due to the failure of the employee to authorize the District to receive information resulting from the full query of the Clearinghouse, the employee shall not be permitted to perform any safety-sensitive function until the District conducts the full query and the results confirm that the employee's Clearinghouse record contains no prohibitions on the employee performing safety-sensitive functions.

### **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").

### **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 eight (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.

### **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 of their contract of employment.

Drivers who exhibit signs of violating the prohibitions of this policy relating to alcohol or controlled substances shall not be allowed to perform or continue to perform safety-sensitive functions if they exhibit those signs during, just preceding, or just after the period of the work day that the driver is required to be in compliance with the provisions of this policy. This action shall be based on specific, contemporaneous, articulable observations concerning the behavior, speech, or body odors of the driver. The Superintendent/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/ designee shall remove the driver from reporting for, or remaining on, duty for a minimum of twenty-four (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 twenty-four (24) hours from the time the test was administered. Unless the loss of duty time triggers other employment consequence policies, no further action against the driver is authorized by this policy for test results showing an alcohol concentration of less than 0.04.

### **Reporting Requirements:**

The District shall report the following information about an employee who performs safety-sensitive functions to the Clearinghouse by the close of the third (3<sup>rd</sup>) business day following the date of the District obtained the information:

1. An alcohol confirmation test result with an alcohol concentration of 0.04 or greater;
2. A negative return-to-duty test result;
3. A refusal to take an alcohol test;
4. A refusal to test determination; however, if the refusal to test determination is based on the employee’s admission of adulteration or substitution of the specimen, the District shall only report the admissions made to the specimen collector; and
5. A report that the driver has successfully completed all follow-up tests as prescribed in the Substance Abuse Professional report.

The District shall report the following violations for an employee who performs safety-sensitive functions by the close of the third (3<sup>rd</sup>) business day following the date the District obtains actual knowledge of:

1. On-duty alcohol use;
2. Pre-duty alcohol use;
3. Alcohol use following an accident; and
4. Controlled substance use.

Legal References:     A.C.A. § 6-19-108  
                          A.C.A. § 6-19-119  
                          A.C.A. § 27-23-105  
                          A.C.A. § 27-23-201 et seq.  
                          49 C.F.R. § 382-101 – 605  
                          49 C.F.R. § part 40  
                          49 C.F.R. § 382-701 et seq.  
                          49 C.F.R. § 390.5Arkansas Division of Academic Facilities and  
                          Transportation Rules Governing Maintenance and Operations of Arkansas  
                          Public School Buses and Physical Examinations of School Bus Drivers

Date Adopted: May 22, 2012

Last Revised: May 20, 2025

## 8.5 SICK LEAVE

Sick leave that is unused by a classified employee during the school year shall be accumulated in the employee's sick leave account at a rate of one (1) day per month, or major part thereof, as contracted.

Employees 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). Classified personnel may use a maximum of two (2) days of sick leave for the death of a family member (not included in the previous definition) or close friend. Please see policy 8.7.2 CLASSIFIED PERSONNEL BEREAVEMENT LEAVE for days covered under bereavement.

Employees who are adopting or seeking to adopt a minor child or minor children may use up to a total of fifteen (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 bonding, time needed for document translation, submission or preparation, time spent with legal or adoption agency representatives, or time spent in court. Up to ten (10) of those sick leave days may be used for bonding time. See also, 8.23 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 above.

As soon as employees know they will be absent, they shall notify their immediate supervisor. At the discretion of the principal, Superintendent/designee, and, if Family Medical Leave Act is applicable, subject to the certification or recertification provisions contained in policy 8.23 – 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 dismissal.

When claiming sick leave, the employee must fill out an employee absentee report upon returning to school and file with the supervisor.

If it becomes necessary for an employee to be absent from school for reasons other than stated above, a deduction of one (1) day's pay will be made for each day absent after exhausting all other paid leave.

At the time that employment with the district is terminated, any classified staff member who:

- has been in a contracted position for ten (10) consecutive years, or
- age sixty (60) and has been in a contracted position for five (5) or more consecutive years, with the Cabot School District

shall be eligible to receive payment for unused sick leave that was accumulated while employed by the Cabot School District. The rate of pay for unused sick leave will be based on one-half of the employees per day rate of pay but will not exceed the daily pay rate for substitute teachers. The spouse, children, or other designee of an employee who dies shall be paid by the district for sick leave that had been accumulated up to the date of death.

If an employee is in the year immediately preceding retirement or entry into the T-Drop system, the employee has the option to receive payment for accumulated sick leave, as long as payment is requested before the end of the fiscal year preceding the entry into a retirement option. Payment for unused leave days not requested or earned after the start of the retirement option will be paid at the time the employee terminates employment with the district.

Legal Reference: A.C.A. § 6-17-1301

Date Adopted: February 17, 2004

Last Revised: June 20, 2023

## **8.6 SICK AND EMERGENCY LEAVE BANK**

### **Purpose of Sick Leave Bank**

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

### **Eligibility:**

1. Classified 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 Classified Personnel Policy 8.5.

### **Enrollment:**

1. Enrollment must be made on the electronic or paper election form by September 1<sup>st</sup> of the enrollment year. Each new member will be assessed one sick leave day the year of enrollment.
2. Employee must have twelve (12) sick leave days available at the time of the September payroll.
3. Employees 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. The bank shall have a minimum of 100 days at the beginning of each school year.
2. If the number of days in the bank drops below 100, one (1) day will be assessed, per contracted position. Prior to any such assessment, employees in the Sick and Emergency Leave Bank will be notified and given the option to remain or be removed from the bank at that time.
3. Unused days in the sick leave bank will carry forward into the next fiscal year.

### **Utilization:**

1. The sick leave bank can only be used by participating employees.
2. The sick leave bank may be used only after the participating employee's available paid leave has been exhausted.
3. The sick leave bank can only be used for a serious or catastrophic illness, events, 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, maternity (unless severe complications arise); recurring

infections such as cold, flu, migraines, allergies, etc.).

4. Participating employees are eligible to draw the following number of days per year (if approved):
  - 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
  - More than 30 years of in district experience.....30 days
5. Participating employees shall not be required to replace the sick leave days used from the bank except as assessed at the beginning of the year, as applicable and as stated above.
6. Each request will be made in writing to the district’s personnel office on a Sick & Emergency Leave Bank Application form for review by the sick leave bank committee. **Medical documentation must be attached to the sick leave bank application form verifying your inability to perform assigned duties and include an anticipated return to work date.**
7. Alleged misuse of the sick leave bank shall be investigated and upon finding of wrongdoing, the employee shall repay all benefits drawn from the bank.
8. If a member is incapacitated, the committee may transact the actions necessary for the employee to obtain days from the sick leave bank on his/her behalf.

**Cancellation:**

1. Must be made on the electronic or paper election 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.

**Purpose of 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 emergency leave bank shall be eligible to withdraw from the emergency leave bank.

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

**Eligibility:**

1. Classified employee of Cabot School District.
2. Employed at least one (1) full year in the 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 Classified Personnel Policy 8.5.

**Enrollment:**

1. Enrollment must be made on the electronic or paper election form by September 1<sup>st</sup> of the enrollment year. Each new member will be assessed one sick leave day the year of enrollment.
2. Employee must have twelve (12) sick leave days available at the time of the September payroll.
3. Employees 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. The bank shall have a minimum of 100 days at the beginning of each school year.
2. If the number of days in the bank drops below 100, one (1) day will be assessed, per contracted position. Prior to any such assessment, employees in the Sick and Emergency Leave Bank will be notified and given the option to remain or be removed from the bank at that time.
3. Unused days in the Sick Leave Bank will carry forward into the next fiscal year.

**Utilization:**

1. The emergency leave bank can only be used by participating employees.
2. The emergency leave bank may be used only after the 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. 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.)

4. Shall be eligible to draw the following number of days per contract year:
  - a. 1 – 5 years of in district experience – 5 days
  - b. 6 – 10 years of in district experience – 10 days
  - c. 11 or more years of in district experience – 15 days
5. 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.
6. Participating employees shall not be required to replace the emergency leave days used from the bank except as assessed at the beginning of the year, as applicable and as stated above.

7. Each request will be made in writing to the personnel office on a Sick & Emergency Leave Bank Application form, for review by the emergency leave bank committee. Appropriate documentation must be attached to the emergency leave bank application form, verifying the need for the employee to be absent from work.
8. 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.

**Cancellation of Sick & Emergency Leave Bank Membership:**

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

**Sick and Emergency Leave Bank Member Committee:**

The Sick & Emergency Leave Bank Committee shall consist of five (5) members:

1. Four (4) elected members for two (2) year terms:
  - a. Must be classified personnel; and
  - b. Must be a participating employee in the Sick & Emergency Leave Bank.
2. One (1) voting member appointed by the superintendent who will serve as the chairperson.

**Responsibilities of the Chairperson:**

1. Communicate with the committee as soon as the Sick & Emergency Leave Bank application form and appropriate medication documentation have been submitted. A quorum shall consist of three (3) members of the committee.
2. Establish a procedure for reviewing and approving applications.
3. Monitor the emergency leave bank.
4. Determine whether or not an assessment is needed each year and oversee any such assessment.
5. Investigate alleged misuse.
6. Perform other duties as necessary.

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.

Legal Reference: A.C.A. § 6-17-1306

Date Adopted: February 17, 2004

Last Revised: June 20, 2023

## 8.7 PERSONAL AND PROFESSIONAL LEAVE

### Personal Leave

For the district to function efficiently and have the necessary personnel present to affect 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 matters that need to be addressed during the school day. Classified employees are provided 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 (3) days prior to the personal leave day. The three (3) 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.

Classified employees who have completed ten (10) consecutive years of experience with the district in a contracted position shall be provided three (3) personal leave days per contract year.

**Unused personal leave days will be accumulated from year to year until a total of five (5) days are accumulated. After five days of accumulated personal leave, each day of unused personal leave will be credited as a sick leave day. Employees earning three (3) personal leave days per year can accumulate a total of six (6) days.**

An employee who has an immediate family member in the military that has been called to active duty, is on leave from active duty, or has returned from deployment to a combat zone or combat support posting may receive up to one (1) day of paid leave per calendar year to visit the immediate family member in the military.

### 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., 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/her 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: February 17, 2004

Last Revised: June 20, 2023

### **8.7.1 BOARD APPROVED LEAVES OF ABSENCE**

Board approved leaves are leaves without pay and benefits, but with the privilege of returning to the same or as nearly comparable assignment as possible and may be granted upon approval by the Board of Education under the following conditions:

A. Application for Board Approved Leave, except in an emergency situation, must be filed with the principal and the Superintendent in writing at least one (1) month before leave shall take effect.

B. An extended leave may be granted for one (1) semester or for two (2) semesters. The Board will not consider granting a leave that exceeds two semesters.

C. In determining whether to approve or deny an application, the Superintendent and the School Board will consider all appropriate factors, including but not limited to, the reason needed for the leave, the potential impact on students, the availability of a qualified substitute and the employee's length of service in the district.

D. An employee whose Board Approved Leave expires at the end of the fall semester must notify the Superintendent by November 1 that he/she will return for the spring semester or the position will be considered vacated. An employee whose Board Approved Leave expires at the end of the spring semester must notify the Superintendent in writing by March 1, that he/she will return for the fall semester or the position will be considered vacated.

E. All benefits to which an employee had accumulated at the time the Board Approved Leave was granted will be restored upon returning to work. Employees must work at least 75% of an annual contract to be eligible for a step increase on the salary schedule.

Employees who pursue or accept other employment while on a board approved leave of absence from the Cabot School District forfeit their assurance of a position with the district.

Date Adopted: June 22, 2007

Date Revised: May 21, 2024

## **8.7.2 BEREAVEMENT**

In the event of the death of a spouse, child, parent, parent-in-law, grandparent, sibling, or grandchild, all classified personnel may take two (2) days for bereavement each year without loss of pay. Bereavement days will not be cumulative.

If additional days are needed, an individual may request sick leave or personal days.

The employee shall provide the obituary leaflet as proof of attendance.

Date Adopted: October 20, 2009

Date Revised: May 19, 2020

### **8.7.3 EXCESSIVE ABSENCES**

Excessive absenteeism or a pattern of absence that interferes 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 termination of employment with the Cabot School District.

Date Adopted: May 22, 2012

Last Revised: May 20, 2025

#### **8.7.4 CLASSIFIED PERSONNEL MILITARY LEAVE**

A classified employee who desires to take a leave of absence for the purpose of participating in a military reserve or National Guard training programs or who desires 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 an fiscal year. The employee is entitled to his/her full salary during such leave of absence.

In emergency situations (defined in A.C.A § 21-4-212(e)), a classified 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: June 18, 2019

## **8.8 RESPONSIBILITIES IN DEALING WITH SEX OFFENDERS ON CAMPUS**

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

While Levels 1 and 2 place no restrictions prohibiting the individual's presence on a school campus, Levels 3 and 4 have specific prohibitions. These are specified in [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 Education 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)  
                              Division of Elementary and Secondary Education Guidelines for  
                              "Megan's Law"  
                              A.C.A. § 5-14-132

Date Adopted: May 22, 2012

Last Revised: May 17, 2016

## **8.9 PUBLIC OFFICE**

An employee of the Cabot School District who is elected to the Arkansas General Assembly or any elective or appointive public office (not legally constitutionally inconsistent with employment by a public school district) shall not be discharged or demoted as a result of such service.

No 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 the employee's absence.

Prior to taking leave, and as soon as possible after the need for such leave is discerned, the employee must make written request for leave to the Superintendent, setting out, to the degree possible, the dates such leave is needed.

An employee who fraudulently requests sick leave for the purpose of taking leave to serve in public office may be subject to discipline, up to and including termination.

Legal Reference: A.C.A. § 6-17-115,116

Date Adopted: February 17, 2004

Last Revised: May 20, 2025

## **8.10 JURY DUTY & COURT APPEARANCES**

All employees who have been summoned to jury duty or subpoenaed for court appearances for a matter pertaining to his/her employment with the school district, shall notify the principal or supervisor 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 his/her employment with the school district, for jury duty, or under subpoena from an officer of the court for a matter pertaining to his/her 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 attached to the absentee form and be presented to the employee's supervisor 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, comp time 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. § 196-31-106

Date Adopted: February 17, 2004

Last Revised: June 18, 2019

## **8.11 OVERTIME, COMPTIME, and COMPLYING WITH FLSA**

The Cabot School District shall comply with those portions of the Fair Labor Standards Act that relate to the operation of public schools. The act requires that covered employees be compensated for all hours worked at greater than or equal to the applicable minimum wage for workweeks of less than or equal to 40 hours. It also requires that employees be compensated for workweeks of greater than 40 hours at 1 1/2 times their regular rate of pay either monetarily or through compensatory time.

### **Definitions**

Overtime is hours worked in excess of 40 per workweek. Compensation given for hours **not** worked such as for holidays or sick days do **not** count in determining hours worked per workweek.

Workweek is the seven-day consecutive period of time from 12:00AM on Sunday to midnight on the following Saturday. Each workweek is independent of every other workweek for the purpose of determining the number of hours worked and the remuneration entitled to by the employee for that week.

Exempt Employees are those employees who are not covered under the FLSA. They include administrators and professional employees such as teachers, counselors, nurses, and supervisors. Any employee who is unsure of their coverage status should consult with the district's administration.

Covered Employees (also defined as non-exempt employees) are those employees who are not exempt, generally termed non-certified, and include bus drivers, clerical workers, maintenance personnel, custodians, transportation workers, receptionists, paraprofessionals, food service workers, secretaries, and bookkeepers.

Regular Rate of Pay includes all forms of remuneration for employment and shall be expressed as an hourly rate. For those employees previously paid on a salary basis, the salary shall be converted to an hourly equivalent. Employees shall be paid for each and every hour worked.

### **Employment Relationships**

The district does not have an employment relationship in the following instances;

1. Between the district and student teachers;
2. Between the district and its students;
3. Between the district and individuals who as a public service volunteer or donate their time to the district without expectation or promise of compensation.

The district does not have a joint employment relationship in the following instances;

1. Between the district and off-duty policemen or deputies who are hired on a part-time basis for security purposes or crowd control. The district is separate from and acts independently of other governmental entities.
2. Between the district and any agency contracted with to provide transportation services, security services, or other services.

### **Hours Worked**

Employees shall be compensated for all the time they are required to be on duty and shall be paid for all hours worked each workweek. Employees shall accurately record the hours they work each week.

The district shall determine the manner to be used by employees to accurately record the hours they work. Each employee shall record the exact time they commence and cease work including meal breaks. Employees arriving early may socialize with fellow workers who are off the clock, but shall not commence working without first recording their starting time.

Employees shall sign in/clock in where they start work and sign out/clock out at the site where they cease working. Employees who do not start and end their workday at the same site shall carry a time card or sheet with them to accurately record their times. They shall turn in their time sheets or cards to their immediate supervisor no later than the following Monday morning after reviewing them to be sure that they accurately reflect their hours worked for that week.

Each employee is to personally record his or her own times. Any employee who signs in or out (or who punches a time clock) for another employee or who asks another employee to do so for him or her will be dismissed.

Employees whose normal workweek is less than 40 hours and who work more than their normal number of hours in a given workweek may, at the district's option, be given compensatory time for the hours they worked in excess of their normal workweek in lieu of their regular rate pay. Compensatory time given in this manner shall be subject to the same conditions regarding accumulation and use as compensatory time given in lieu of overtime pay.

### **Breaks and Meals**

Each employee working more than 20 hours per week shall be provided two, paid, 15-minute duty free breaks per workday. Each employee working 35 hours or more per week shall be provided one 30 minute unpaid, duty-free lunch and may be provided two 15 minute paid breaks daily.

Meal periods that are less than 30 minutes in length or in which the employee is not relieved of duty are compensable. Employees with a bona fide meal period shall be completely relieved of their duty to allow them to eat their meal which they may do away from their work site, in the school cafeteria, or in a break area.

The employee shall not engage in any work for the district during meal breaks except in rare and infrequent emergencies.

### **Overtime**

Covered employees shall be compensated at not less than 1.5 times his or her regular rate of pay for all hours worked over 40 in a workweek. Overtime compensation shall be computed on the basis of the hours worked in each week and may not be waived by either the employee or the district. Overtime compensation shall be paid on the next regular payday as practical.

Employees working two or more jobs for the district at different rates of pay shall be paid overtime at a weighted average of the differing wages. This shall be determined by dividing the total regular remuneration for all hours worked by the number of hours worked in that week to arrive at the weighted average. One half that rate is then multiplied times the number of hours worked over 40 to arrive at the overtime compensation due.

Provided the employee and the district have a written agreement or understanding before the work is performed, compensatory time off may be awarded in lieu of overtime pay for hours worked over 40 in a workweek and shall be awarded on a one-and-one-half (1 1/2) time basis for each hour of overtime worked. The district reserves the right to determine if it will award compensatory time in lieu of monetary pay for the overtime worked. The maximum number of compensatory hours an employee may accumulate at a time is 40. No more than 24 hours (3days) may be used at a time when a substitute is required. The additional hours must be taken, with the principal's/supervisor's approval, at a time when there is no impact on the school district. The employee must be able to take the compensatory time off within a reasonable period of time that is not unduly disruptive to the district. All accumulated compensatory time must be used in the fiscal year it was earned and may not be carried over into another fiscal year unless approved by the Superintendent.

**An employee whose employment is terminated with the district, whether by the district or the employee shall receive monetary compensation for unused compensatory time. Of the following methods, the one that yields the greatest money for the employee shall be used.**

1. The average regular rate received by the employee during the last 3 years of employment; or
2. The final regular rate received by the employee.

### **Overtime Authorization**

There will be instances where the district's needs necessitate that the employee work overtime. It is the Board's desire to keep overtime worked to a minimum. To facilitate this, employees shall receive authorization from their supervisor in advance of working overtime except in the rare instance when it is unforeseen and unavoidable.

All overtime worked will be paid in accordance with the provisions of the FLSA. Unless the overtime was pre-approved or fit into the exceptions noted previously, disciplinary action must be taken for failure to follow district policy. In extreme and repeated cases, disciplinary action could include the termination of the employee.

### **Leave Requests**

All covered employees shall submit a leave request form prior to taking the leave if possible. If, due to unforeseen or emergency circumstances, advance request was not possible the leave form shall be turned in the day the employee returns to work. Unless specifically granted by the Board for special circumstances, the reason necessitating the leave must fall within district policy.

Payment for leave could be delayed or not occur if an employee fails to turn in the required leave form.

Leave may be taken in a minimum of 4 hour increments.

## **Record Keeping and Postings**

The district shall keep and maintain records as required by the FLSA for the period of time required by the act.

The district shall display minimum wage posters where employees can readily observe them.

## **Cooperation with Enforcement Officials**

All records relating to the FLSA shall be available for inspection by, and district employees shall cooperate fully with, officials from the DOL and/or its authorized representatives in the performance of their jobs relating to:

1. Investigating and gathering data regarding the wages, hours, and other conditions and practices of employment;
2. Entering, inspecting, and/or transcribing the premises and its records;
3. Questioning employees and investigating such facts as the inspectors deem necessary to determine whether any person has violated any provision of the FLSA.

Legal References:

- A: 29 USC § 206(a), ACA § 6-17-2203
- B: 29 USC § 207(a)(1), 29 CFR § 778.100
- C: 29 USC § 207(o), 29 CFR § 553.50
- D: 29 CFR § 778.218(a)
- E: 29 CFR § 778.105
- F: 29 USC § 213(a), 29 CFR §§ 541 et seq.
- G: 29 USC § 207(e), 29 CFR § 778.108
- H: 29 CFR §§ 785.9, 785.16
- I: 29 CFR § 516.2(7)
- J: 29 CFR §§ 785.1 et seq.
- K: ACA § 6-17-2205
- L: 29 CFR §§ 785.19
- M: 29 USC § 207(a), 29 CFR § 778.100, 29 USC § 207(o), 29 CFR §§ 553.20 – 553.32
- N: 29 CFR § 778.106
- O: 29 USC § 207(g)(2), 29 CFR § 778.115
- P: 29 USC § 207(o)(2)(A), 29 CFR § 553.23
- Q: 29 CFR § 553.20
- R: 29 USC § 207(o)(4), 29 CFR § 553.27
- S: 29 USC § 211(c), 29 CFR §§ 516.2, 516.3, 553.50
- T: 29 CFR § 516.4
- U: 29 CFR §§ 516.5, 516.6
- V: 29 USC § 211(a)(b)

Date Adopted: July, 2005

Last Revised: May 19, 2020

## **8.12 OUTSIDE EMPLOYMENT**

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

An employee may not accept employment outside the district employment that will interfere, or otherwise be incompatible with the district employment, including normal duties outside the regular workday; nor shall an employee accept other employment, which is inappropriate for an employee of a public school.

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

When an employee is additionally employed by the district in either a classified capacity or by a contract to perform supplementary duties, the duties, expectations, and obligations of the primary position employment contract shall prevail over all other employment duties unless the needs of the district dictate otherwise. If there is a conflict between the expectations of the primary position and any other contracted position, the 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 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, 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: February 17, 2004

Last Revised: May 20, 2025

## **8.13 EMPLOYMENT**

All prospective employees must complete the on-line application which is accessible on the district web site under the “personnel” tab. All application information is to be placed in the personnel file of those employed.

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

Pursuant to Act 1040 of 2019, all classified employees shall complete, at District expense, a criminal records background check and Child Maltreatment Central Registry check at least one (1) time every five (5) years. The Cabot School District is an equal opportunity employer and shall not discriminate on the grounds of race, color, religion, national origin, sex, age or disability.

An employee who receives notification of a failure to pass a criminal background check or a true result on the Child Maltreatment Central Registry check shall have thirty (30) days following the notification to submit to the superintendent, or designee, a written request for a hearing before the Board to request a waiver. The written request should include any documentation, such as police reports, or other materials that are related to the event, giving rise to the failed background check or true result on the Child Maltreatment Registry as well as information supporting your request for the waiver. Employees requesting a board hearing to request a waiver should be aware that this hearing is subject to the Arkansas Freedom of Information Act and it must be fully open to the public as a result.

Before the superintendent may make a recommendation to the Board that an individual be hired by the District, the superintendent or designee shall check the Arkansas Educator Licensure System to determine if the individual has a currently suspended or revoked teaching license or a current Level 3 or Level 4 public notification of ethics violation. An individual with a currently suspended license or whose license has been revoked by the State Board of Education is not eligible to be employed by the District; this prohibition includes employment as a substitute teacher, whether directly employed by the District or providing substitute teaching services under contract with an outside entity. An individual with a current Level 3 or Level 4 public notification of ethics violation shall not be recommended for employment by the District.

If the superintendent finds probable cause that an employee has engaged in sexual misconduct with a minor, then the superintendent or the superintendent’s designee shall not provide a favorable recommendation of employment on behalf of the employee.

Any person may report sex discrimination, including sexual harassment, to the Title IX Coordinator in person or by using the mailing address, telephone number, or email address listed on the district website. A report may be made at any time, including during non-business hours,

and may be on the individual's own behalf or on the behalf of another individual who is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment.

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.

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; and
2. Attach the following documentation, **as applicable**, to the employment application:
  - DD Form 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-connected disability).
  - For active duty service members awaiting discharge and have not yet received their DD Form-214, a letter dated within the past 30 days from their current command indicating cumulative length of service, character of service, and upcoming separation/retirement date.

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.

Legal Reference:        Division of Elementary and Secondary Education Rules Governing  
   Background Checks  
   Division of Elementary and Secondary Education Rules Governing the  
   Code of Ethics for Arkansas Educators  
   A.C.A. § 6-16-1507  
   A.C.A. § 6-16-2001 et seq.  
   A.C.A. § 6-17-301  
   A.C.A. § 6-17-414  
   A.C.A. § 6-17-428  
   A.C.A. § 6-17-429  
   A.C.A. § 21-3-302

A.C.A. § 21-3-303  
A.C.A. § 25-19-101 et seq.  
28 C.F.R. § 35.106  
29 C.F.R. part 1635  
34 C.F.R. § 100.6  
34 C.F.R. § 104.8  
34 C.F.R. § 106.8  
34 C.F.R. § 106.9  
34 C.F.R. § 108.9  
34 C.F.R. § 110.25

Date Adopted: February 17, 2004  
Last Revised: May 20, 2025

## **8.14 REIMBURSEMENT OF TRAVEL EXPENSES**

Employees shall be reimbursed for personal and/or travel expenses incurred while performing duties, attending workshops or other employment-related functions. Prior written approval for the activity must have been received from the Superintendent, or Superintendent's designee with the authority to make school approvals.

It is the responsibility of the employee to determine the appropriate supervisor from which he/she 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. 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 if available.

Requests for in-district, out-of-district, or homebound mileage reimbursement must be submitted on the appropriate district mileage reimbursements forms. All mileage requests must include documentation of the miles driven in the form of a printed route from a navigation software, such as Google Maps or MapQuest. Mileage requests may be submitted at the time travel has been completed or at the end of each semester.

Date Adopted: February 17, 2004

Last Revised: June 20, 2023

## **8.15 CLASSIFIED PERSONNEL USE OF TOBACCO, ELECTRONIC NICOTINE DELIVERY SYSTEMS, AND RELATED PRODUCTS**

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 busses, 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.

With the exception of recognized tobacco cessation products, this policy's prohibition includes any tobacco or nicotine delivery system or product. Specifically, the prohibition includes any product that is manufactured, distributed, marketed, or sold as e-cigarettes, e-cigars, e-pipes, or under any other name or descriptor.

Violation of this policy by employees shall be grounds for disciplinary action up to, and including, dismissal.

Legal Reference:       A.C.A. § 6-21-609  
                              A.C.A. §20-65-103

Date Adopted: February 17, 2004

Last Revised: May 20, 2025

## **8.16 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 or nose, 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: February 17, 2004

Last Revised: June 20, 2023

## **8.17 POLITICAL ACTIVITY**

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

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

1. Using students for preparation or dissemination of campaign materials;
2. Distributing political materials;
3. Distributing or otherwise seeking signatures on petitions of any kind;
4. Posting political materials; and
5. Discussing political matters with students other than circumstances appropriate to the employee's responsibility to the students and where a legitimate pedagogical reason exists.
6. Use of district email accounts (incoming or outgoing) or using district equipment.

Legal References:     A.C.A. § 6-16-122  
                           A.C.A. § 7-1-103  
                           A.C.A. § 7-1-111

Date Adopted: February 17, 2004  
Last Revised: June 18, 2019

## **8.18 PERSONAL 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 monetary 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, 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 on more than one occasion, dismissal may result.

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, a bankruptcy filing, or other financial problems which come to the attention of the district.

Date Adopted: May 22, 2012

Last Revised: June 18, 2019

## 8.19 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 the Cabot School District.

### Definitions

**Grievance:** a claim or concern raised by an individual employee of the District related to the interpretation, application, or claimed violation of a personnel policy, 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.

**Group Grievance:** A grievance may be filed as a group grievance if it meets all of the following criteria and the group’s issue is a subject that may be grieved under this policy’s definition of grievance:

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

Simply meeting all of the criteria above alone does not ensure that the subject presented by the group is eligible to be grieved.

**Employee:** Any person employed under a written contract by this Cabot School District

**Immediate Supervisor:** The person immediately superior to an employee who directs and supervises the work of that employee.

**Working day:** A day in which a majority of the employees, of the same job classification as the employee with a grievance, are 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 in 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 immediate supervisor cannot resolve the grievance, 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 (5) 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 (10) 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. In the event that the employee’s immediate supervisor is the building principal, or if the employee is not assigned to a building, the form will be submitted to the Superintendent/designee.

Level Two (when appeal is to the building principal): Upon receipt of a “Level Two Grievance Form”, the building principal will have ten (10) 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 (10) 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 (5) working days from the date of the written response, 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/designee will have ten (10) working days to schedule a conference with the employee filing the grievance. The Superintendent/designee 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/designee will have ten (10) 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/designee by submitting a copy of the Level Two Grievance Form and the Principal’s reply to the Superintendent/designee within five (5) working days of his/her receipt of the principal’s reply. The Superintendent/designee will have ten (10) working days to schedule a conference with the employee filing the grievance. The Superintendent/designee 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/designee 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/designee may appeal the Superintendent’s decision to the Cabot 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 Board shall:

- a. For a grievance filed as an individual, determine if the grievance, on its face, is a subject that may be grieved under district policy.
- b. For a grievance that is filed as a group grievance, review the composition of the group and either:
  - Rule that the group has met the requirements to qualify as a group grievance and then determine whether the matter of the grievance is, on its face, a subject that may be grieved under District policy.
  - Rule that the composition of the group does not meet the definition of a group grievance under District policy.

If the Board rules that 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; in such cases, a grievance will be considered to be timely filed if the notification of the employee's supervisor requirement under Level 1 is made within five (5) work days of the Board meeting where the Board ruled that the proposed group grievance did not meet the policy's definition of a group grievance.

If multiple employees have filed individual grievances that are of the same nature so that they would meet the definition of a group grievance if they had been filed by a group, then the Board may consolidate the individual grievances that are of the same nature into a group grievance. If the Board consolidates individual grievances that are of the same nature into a group grievance, then the individuals whose grievances were consolidated shall select one (1) or more individuals from among those whose grievances were consolidated to represent the group grievance holders before the Board.

If the Board rules the grievance to be a subject that may be grieved, they shall immediately commence a hearing on the grievance. All parties have the right to representation by a person of their own choosing who is not a member of the employee's immediate family at the appeal hearing before the Board of Directors. The employee shall have no less than ninety (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 (18) years who gives testimony may elect to have the student's testimony given in closed session. At the conclusion of the hearing, if the hearing was closed, the Cabot School Board may excuse all parties except Board members to deliberate, by themselves, on the hearing. At the conclusion of an open hearing, board deliberation 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 a Grievance will be filed separately and will not be kept in, or made part of the personnel file of any employee.

### **Reprisals**

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

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

Date Adopted: February 17, 2004

Last Revised: June 20, 2023

**8. 19 F LEVEL TWO GRIEVANCE FORM**

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

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

Classified Personnel Policy grievance is based upon:

\_\_\_\_\_

Grievance (be specific):

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

What would resolve your grievance?

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

|                                    |
|------------------------------------|
| Date submitted to recipient: _____ |
| Supervisors Response               |
| _____                              |
| _____                              |
| _____                              |
| _____                              |

Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_

## 8.20 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.

### DEFINITIONS

**Complainant:** An individual who is alleged to be the victim of conduct that could constitute sexual harassment.

**Education Program or Activity:** Locations, events, or circumstances where the District exercised substantial control over both the respondent and the context in which the sexual harassment occurs.

**Formal Complaint:** A document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting an investigation of the allegation of sexual harassment.

**Respondent:** An individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

**Sexual Harassment:** Conduct on the basis of sex that satisfies one or more of the following:

1. A District employee conditions the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct OR uses the rejection of sexual conduct as the basis for academic decisions affecting that individual.
2. The conduct is unwelcome and determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activities OR it constitutes sexual assault, dating violence, domestic violence, or stalking.

### ROLES

The Title IX Coordinator is the Director of Human Resources and Legal Affairs. Investigators may be administrators or directors. The decision-maker is the Assistant Superintendent. Appeals are made to the Superintendent.

### TRAINING

The District believes the best policy to create an educational and work environment free from sexual harassment is prevention; therefore, the District shall provide informational materials and training to students, parents/legal guardians/other responsible adults, and employees on sexual harassment. The informational materials and training on sexual harassment shall be age appropriate and, when necessary, provided in a language other than English or in an accessible format. The informational materials and training shall include, but are not limited to:

- the nature of sexual harassment;
- the District's written procedures governing and instructions regarding formal complaints and the process;
- that the District does not tolerate sexual harassment;

- that students and employees can report inappropriate behavior of a sexual nature without fear of adverse consequences;
- the support that is available to individuals experiencing sexual harassment; and
- the potential discipline for perpetrating sexual harassment.

### **GENERAL PROVISIONS**

Within the educational environment, sexual harassment is prohibited between any of the following:

- students;
- employees and students;
- non-employees and students;
- employees; and
- employees and non-employees.

Actionable sexual harassment is generally established when an individual is exposed to a pattern of objectionable behaviors or when a single, serious act is committed. What is or is not sexual harassment will depend upon all of the surrounding circumstances and may occur regardless of the sex(es) of the individuals involved. Depending upon the circumstances, examples of sexual harassment include, but are not limited to:

- making sexual propositions or pressuring for sexual activities;
- unwelcome touching;
- writing graffiti of a sexual nature;
- displaying or distributing sexually explicit drawings, pictures, or written materials;
- performing sexual gestures or touching oneself sexually in front of others;
- telling sexual or crude jokes;
- spreading rumors related to a person's alleged sexual activities;
- discussions of sexual experiences;
- rating other students or employees as to sexual activity or performance;
- circulating or showing emails or websites of a sexual nature;
- intimidation by words, actions, insults, or name calling; and
- teasing or name calling related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual, regardless of whether the individual self-identifies as homosexual or transgender.

### **SUPPORTIVE MEASURES**

Supportive measures are individualized services that are offered to the complainant or made available to the respondent designed to restore or preserve equal access to the District's education program or activities without unreasonably burdening the other party. The supportive measures must be non-disciplinary and non-punitive in nature; offered before or after the filing of a formal complaint or where no formal complaint has been filed; and offered to either party as appropriate, reasonably available, and without fee or charge. Examples of supportive measures include, but are not limited to:

- measures designed to protect the safety of all parties or the District's educational environment or deter sexual harassment;
- counseling;
- extensions of deadlines or other course-related adjustments;
- modifications of work or class schedules;
- mutual restrictions on contact between the parties;
- changes in work or class locations;

- leaves of absence; and
- increased security and monitoring of specific areas of campus.

The District shall provide the individualized supportive measures to the complainant unless declined in writing and shall make available individualized supportive measures to the respondent that are non-disciplinary and non-punitive. A complainant who initially declined the District's offer of supportive measures may request them at a later time and the District shall provide them based on the circumstances when the subsequent request is received.

### **INITIATING AN INFORMAL COMPLAINT**

Employees who believe they have been subjected to sexual harassment are encouraged to submit a report to their immediate supervisor, an administrator, or the Title IX Coordinator. Under no circumstances shall an employee be required to first report allegations of sexual harassment to a school contact person if that person is the individual who is accused of the sexual harassment. If the District staff member who received a report of alleged sexual harassment is not the Title IX Coordinator, then the District staff person shall inform the Title IX Coordinator of the alleged sexual harassment. As soon as reasonably possible after receiving a report of alleged sexual harassment from another District staff member or after receiving a report directly through any means, the Title IX Coordinator shall contact the complainant to:

- discuss the availability of supportive measures;
- consider the complainant's wishes with respect to supportive measures;
- inform the complainant of the availability of supportive measures with or without the filing of a formal complaint; and
- explain to the complainant the process for filing a formal complaint.

### **INITIATING A FORMAL COMPLAINT**

A formal complaint may be filed with the Title IX Coordinator in person, by phone, by mail, or by email. Upon receipt of a formal complaint, the District shall simultaneously provide the following written notice to the parties who are known:

- notice of the District's process and a copy of the procedures governing the process;
- notice of the allegations of sexual harassment, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include identity of the parties involved in the incident (if known), the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident (if known);
- a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the process;
- that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;
- that the parties may inspect and review evidence relevant to the complaint of sexual harassment; and
- that the District's personnel policies and code of conduct prohibits knowingly making false statements or knowingly submitting false information during the process.

If, in the course of an investigation, the District decides to investigate allegations about the complainant or respondent that are not included in the previous notice, the District shall simultaneously provide notice of the additional allegations to the parties whose identities are known.

The District may consolidate formal complaints of allegations of sexual harassment where the allegations of sexual harassment arise out of the same facts or circumstances and the formal

complaints are against more than one respondent, by more than one complainant against one or more respondents, or by one party against the other party.

### **INVESTIGATING A FORMAL COMPLAINT**

There shall be an investigation of every formal complaint and that investigation should happen in a reasonable amount of time in light of the circumstances. When investigating a formal complaint and throughout the process, the District shall adhere to the following directives:

- ensure that the burden of proof is not on the respondent;
- ensure that the burden to gather evidence sufficient to reach a determination regarding responsibility rests on the District and not on the parties;
- if the District seeks to access or use questions or evidence that require disclosure of information protected by a legally recognized privilege or access or use records that are maintained by a physician, psychiatrist, psychologist, or other recognized professional acting in the professional's capacity which are made and maintained for treating the party, the District must obtain the voluntary written consent of that party if the party is over the age of eighteen (18) or, if under eighteen (18), the party's parent, legal guardian, or other responsible adult;
- provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory or exculpatory evidence. Both parties must have an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation. This includes evidence obtained from any source, evidence that the District does not intend to rely on in determining responsibility, and evidence that is inculpatory or exculpatory;
- not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
- provide the parties with the same opportunity to have others present during any proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be an attorney, and not limit the choice or presence of the advisor in any meeting or proceeding;
- provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare or participate; and
- create an investigative report that fairly summarizes relevant evidence.

At least ten (10) days prior to the completion of the investigative report, the District shall send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy. The parties shall have at least ten (10) days to submit a written response to the evidence. The investigator will consider the written responses prior to the completion of the investigative report. All evidence subject to inspection and review shall be available for inspection and review at any meeting to give each party equal opportunity to refer to such evidence during the meeting.

Should the process need to be delayed for good cause, notice should be provided to all parties for the reasons for the action, which may include:

- the absence of a party, a party's advisor, or a witness;
- concurrent law enforcement activity; or
- the need for language assistance or accommodation of disabilities.

The District may hire an individual or individuals to conduct the investigation when necessary.

### **MAKING A DECISION**

After the investigative report is sent to the parties, the decision-maker shall:

- provide each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness;
- provide each party with answers;
- allow for additional, limited follow-up questions from each party; and
- provide an explanation to the party proposing the questions any decision to exclude a question as not relevant. Specifically, questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

No earlier than ten (10) days following the completion of the investigation period, the decision-maker, who cannot be the Title IX Coordinator or the investigator, shall issue a written determination regarding responsibility. The written determination shall include:

- identification of the allegations potentially constituting sexual harassment;
- a description of the procedural steps taken from receipt of the formal complaint through the determination, specifically including notice to the parties, interviews, site visits, methods used to gather evidence, and hearings;
- findings of fact supporting the determination;
- conclusions regarding the application of the District's personnel policies or code of conduct to the facts;
- a statement of, and rationale for, the result as to each allegation, including determining responsibility, noting disciplinary sanctions imposed on the respondent, and stating supportive measures that will be provided to the complainant; and
- notice of procedures and permissible bases for the complainant and respondent to appeal.

The written determination shall be provided to the parties simultaneously. The determination shall become final on the earlier of the following: (1) if an appeal is not filed, the day after the filing period expires; or (2) if an appeal is filed, the date the written determination of the result of the appeal is provided to the parties.

The District may hire an individual or individuals to act as the decision-maker when necessary.

### **DISMISSAL OF FORMAL COMPLAINT**

While a dismissal for the reasons below does not preclude action under other provisions of the District's personnel policies or code of conduct, the District shall dismiss a complaint as not meeting the definition of sexual harassment under this policy if the conduct alleged in the formal complaint:

- would not constitute sexual harassment as defined in this policy even if proved;
- did not occur in the District's education program or activity; or
- did not occur against a person in the United States.

The District may dismiss the formal complaint or any allegations included if at any time during the process:

- the complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;
- the respondent is no longer enrolled in or employed by the District; or
- specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon the dismissal of a formal complaint for any reason, the District shall promptly send written notice of the dismissal and reason(s) for the dismissal simultaneously to the parties.

### **APPEALS**

An appeal must be filed no more than ten (10) business days after the original determination was sent. A statement noting the desire to appeal and the basis for the appeal must be sent to the decision-maker in the same manner that the original determination was received. Either party may appeal a determination of responsibility or a dismissal or any allegations therein on the following bases:

- procedural irregularity that affected the outcome;
- discovery of new evidence that was not reasonably available at the time of the determination or dismissal that could affect the outcome;
- the Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against complainants or respondents, generally or specifically, that affected the outcome of the matter; or
- specific appeals of the disciplinary sanctions.

For all appeals, the District shall:

- notify the other party in writing that an appeal has been filed;
- simultaneously provide all parties a written copy of the District's procedures governing the appeal process;
- implement appeal procedures equally for both parties;
- ensure that the decision-maker for the appeal is not the same person as the decision-maker in the original determination, the investigator, or the Title IX Coordinator;
- provide all parties a reasonable, equal opportunity to submit a written statement in support of or challenging the original determination;
- issue a written decision describing the determination of the appeal and the rationale for the result; and
- provide the written decision simultaneously to both parties.

### **DISCIPLINARY SANCTIONS**

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. Following the completion of the District's process, any employee who is found by the evidence to more likely than not have engaged in sexual harassment will be subject to disciplinary action up to, and including, termination. No disciplinary sanction or other action that is not a supportive measure may be taken against a respondent until the conclusion of the process.

Employees who knowingly fabricate allegations of sexual harassment or purposely provide inaccurate facts shall be subject to disciplinary action up to and including termination. A determination that the allegations do not rise to the level of sexual harassment alone is not sufficient to conclude that any party made a false allegation or materially false statement in bad faith.

### **CONFIDENTIALITY**

Reports of sexual harassment, both informal and formal complaints, will be treated in a confidential manner to the extent possible. Limited disclosure may be provided to:

- individuals who are responsible for handling the investigation and determination of responsibility to the extent necessary to complete that process;
- submit a report to the child maltreatment hotline;
- submit a report to the Professional Licensure Standards Board for reports alleging sexual harassment by an employee toward a student; or
- provide either party due process during the process.

Except in the situations listed above, the District shall keep confidential the identity of:

- any individual who has made a report or complaint of sex discrimination;
- any individual who has made a report or filed a formal complaint of sexual harassment;
- any complainant or respondent; and
- any witness.

Any supportive measures provided to either party shall be kept confidential to the extent that maintaining such confidentiality does not impair the ability of the District to provide those measures.

### **RECORDKEEPING**

The District shall maintain the following records for a minimum of seven (7) years:

- each sexual harassment investigation, including determinations, disciplinary sanctions imposed, supportive measures provided, appeal and determination, and the basis for the District's conclusion that its response was not deliberately indifferent;
- all materials used to train Title IX Coordinators, investigators, and decision-makers; and
- any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment or the reasons why supportive measures were not taken and why that response was not clearly unreasonable.

### **OTHER PROVISIONS**

The District may place a non-student employee respondent on administrative leave during the pendency of the District's process.

The District shall take steps to prevent retaliation and shall take immediate action if any form of retaliation is perpetrated by District officials, students, or third parties. Employees shall not be subjected to retaliation or reprisal in any form—including threats, intimidation, coercion, discrimination, or charged with personnel policy violations that do not involve sex discrimination or sexual harassment and are made for the purpose of interfering with any right or privilege under this policy—for doing any of the following:

- submitting a report of sexual harassment;
- filing a formal complaint of sexual harassment;
- testifying, assisting, participating in an investigation, proceeding, or hearing; or
- refusing to participate in an investigation, proceeding, or hearing.

Legal References: USC 1681, et seq.  
34 C.F.R. Part 106  
A.C.A. §6-15-1005  
A.C.A. §6-18-502

A.C.A. §12-18-102

Date Adopted: February 17, 2004

Last Revised: May 20, 2025

## **8.21 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 administrators/supervisors to establish regulations ensuring adequate supervision of every student throughout the school day and at extracurricular activities.

Date Adopted: February 17, 2004

Last Revised

## 8.22 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 Division of Elementary and Secondary 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 Cabot 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 form the basis for disciplinary action, up to and including termination.

Staff who are employed by the district as a teacher under a waiver from licensure should be aware that, in addition to the restrictions on inappropriate interactions with students and dissemination of information under this policy, they are required to follow the Division of Elementary and Secondary Education (DESE) Rules Governing The Code Of Ethics For Arkansas Educators. Violations of this policy that would also violate the Code of Ethics for Arkansas Educators may result in the filing of an ethics complaint with DESE.

### **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, Instagram, Snapchat, 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 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 personal 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. Except when expressly authorized by the employee's job duties, staff shall not access personal 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. Except when expressly authorized by the District employee's job duties and when District procedures have been followed, 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. This does not apply to the sharing of district social media posts. Further, the posting of any private or confidential school district material on such websites is strictly prohibited. The posting of prohibited material or posting without following proper procedures may result in disciplinary action against the District employee, up to and including termination.

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. Employees are mandated to report to the Child Abuse Hotline the use of digital and/or social media that indicates child abuse and/or maltreatment and to report to law enforcement the use of digital and/or social media that reveals serious and imminent threats to the public. 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.

District-approved group communication applications such as Remind, GroupMe, Class Dojo, etc., and school-controlled email are the preferred methods of communication with students. Snapchat and other similar social media applications are to be avoided. Employees should be mindful and conscientious of the time of day that they communicate with students outside of the classroom. It is strongly recommended that, when possible, text messages to students, personal messages through social media, or other similar communication include either a parent/legal guardian or another employee of Cabot Public Schools. All communication with students should be professional. Failure to communicate with students appropriately may result in disciplinary action, up to and including termination of the employee contract.

### **Privacy of Employee's Social Media Accounts**

In compliance with A.C.A. § 11-2-124, the District shall not require, request, suggest, or cause a current or prospective employee to:

1. Except as permitted below, disclose the username and/or password to the employee's personal social media account;
2. Add an employee, supervisor, or administrator to the list of contacts associated with the employee's personal social media account;
3. Change the privacy setting associated with the employee's personal social media account; or
4. Retaliate against the employee for refusing to disclose the username and/or password to the employee's social media account.

The District may require an employee to disclose the employee's username and /or password to a personal social media account if the employee's personal social media account activity is reasonably believed to be relevant to the investigation of an allegation of an employee violating district policy; local laws; state laws and rules; or federal laws and regulations. If such an investigation occurs, and the employee refuses, upon request, to supply the username and/or password required to make an investigation, disciplinary action may be taken against the employee, which could include termination of the employee's contract of employment with the District.

Notwithstanding any other provision in this policy, the District reserves the right to view any information about a current or prospective employee that is publicly available on the Internet.

In the event that the district inadvertently obtains access to information that would enable the District to have access to an employee's personal social media account, the District will not use this information to gain access to the employee's social media account. However, disciplinary action may be taken against an employee in accordance with other District policy for using district equipment or network capability to access such an account. Employees have no expectation of privacy in their use of District issued computers, other electronic devices, or use of the District's network (see policy 8.22.1 EMPLOYEE TECHNOLOGY DEVICE USE POLICY.)

Legal Reference: A.C.A. § 11-2-124  
DESE RULES GOVERNING THE CODE OF ETHICS FOR ARKANSAS  
EDUCATORS

Date Adopted: June 23, 2011  
Last Revised: May 20, 2025

## 8.22.1 EMPLOYEE TECHNOLOGY DEVICE USE POLICY

### Definition

“Technology resources” means:

- The machines, devices, and transmission facilities used in information processing, including computers, word processors, terminals, telephones, cables, software, and related products;
- The devices used to process information through electronic capture, collection, storage, manipulation, transmission, retrieval, and presentation of information in the form of data, text, voice, or image and includes telecommunications and office automation functions;
- Any component related to information processing and wired and wireless telecommunications, including data processing and telecommunications hardware, software, services, planning, personnel, facilities, and training;
- The procedures, equipment, and software that are designed, built, operated, and maintained to collect, record, process, store, retrieve, display, and transmit information, and the associated personnel, including consultants and contractors; and
- All electronic mail accounts issued by a public entity.

The Cabot School District provides technology resources for many employees to assist them in performing work related tasks. Employees are advised that they enjoy no expectation of privacy in any aspect of their computer use, including email, and that under Arkansas law, both email and technology 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 except when specifically authorized by District policy.

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 computer 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.

District technology resources shall not be used to violate Arkansas or Federal law.

An employee shall not use District technology resources to express a political opinion to an elected official unless the opinion is either within the scope of the employee’s regular job duties or requested by an elected official or public entity. District technology resources shall not be used to engage in lobbying an elected official on a personal opinion by an employee unless the employee is a registered lobbyist for the District.

Employees who misuse district-owned technology resources in any way, including excessive

personal use, using devices for personal use during instructional time, using computers to violate any other policy, knowingly or negligently allowing unauthorized access, or using the computers to access or create sexually explicit or pornographic text or graphics, will face disciplinary action, up to and including termination of the employment contract.

Employees who misuse the district security system may also face disciplinary action. Inappropriate use of the district security system includes, but is not limited to, employees using their keys or key cards to enter buildings for purposes unrelated to their official duties, disclosing information about the district's facilities and security capabilities, and sharing account credentials, account information, or any information or video received through accessing the district's camera systems.

Legal References: Children's Internet Protection Act; PL 106-554  
20 USC 6777  
47 USC 254(h)  
A.C.A. §6-21-107  
A.C.A. §6-21-111  
A.C.A. §25-1-128  
Commissioner's Memo COM-24-038

Date Adopted: April 22, 2002

Last Revised: May 20, 2025

**8.22.1F 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. using encryption software;
  - e. wasteful use of resources provided by the school including paper;
  - f. causing congestion of the network through lengthy downloads of files;
  - g. vandalizing data of another user;
  - h. obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
  - i. gaining or attempting to gain unauthorized access to resources or files;
  - j. identifying oneself with another person's name or password or using an account or password of another user without proper authorization;
  - k. using the network for financial or commercial gain without district permission;
  - l. theft or vandalism of data, equipment, or intellectual property;
  - m. invading the privacy of individuals;
  - n. using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
  - o. introducing a virus to, or otherwise improperly tampering with the system;
  - p. degrading or disrupting equipment or system performance;
  - q. creating a web page or associating a web page with the school or school district

- without proper authorization;
  - r. attempting to gain access or gaining access to student records, grades, or files of students not under the employee's jurisdiction;
  - s. providing access to the district's Internet Access or LAN to unauthorized individuals;
  - t. taking part in any activity related to Internet use which creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools;
  - u. making unauthorized copies of computer software;
  - v. personal use of devices during instruction time;
  - w. installing software on district computers without prior approval of the technology director or his/her designee;
  - x. disclosing information about the district's facilities and security capabilities; or
  - y. sharing account credentials, account information, or any information or video received through accessing the district's camera system; or
  - z. expressing a political opinion to an elected official unless the opinion is either within the scope of the employee's regular job duties or requested by an elected official or public entity; or
  - aa. engaging in lobbying an elected official on a personal opinion by an employee unless the employee is a registered lobbyist for the District.
5. Liability of debts: Staff shall be liable for any and all costs (debts) incurred through their use of the district's technology devices 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 to the employee's personnel file.

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

Date Adopted: April 22, 2002

Date Revised: May 21, 2024

## 8.23— 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 8.23, employees who 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 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 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.

### **Leave Acquired Through Fraud**

If it is discovered that an employee engaged in fraud or otherwise provided the District with documentation that includes a misrepresentation of fact in order to receive FMLA leave, the District may discipline the employee up to and including termination.

### **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 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 three (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 a 2 week 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**

#### **Leave Eligibility**

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:

- 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,
- 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 or 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 a 2-week 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.*

Legal References: 29 U.S.C. 2601 et seq.  
29 C.F.R. 825.100 et seq.

Date Adopted: February 17, 2004

Date Revised: May 20, 2025

## **8.24—SCHOOL BUS DRIVER’S USE OF CELL PHONES**

“School Bus” is a motorized vehicle that meets the following requirements:

1. Is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District; and
2. Is operated for the transportation of students from home to school, from school to home, or to and from school events.

Any driver of a 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 not operate a school bus while using a cell phone unless the vehicle is safely off the road with the parking brake engaged, to call for assistance due to a mechanical problem with the bus, or to communicate with any of the following emergency situations:

- An emergency system response operator or 911 public safety communications dispatcher;
- A hospital or emergency room;
- A physician's office or health clinic;
- An ambulance or fire department rescue service;
- A fire department, fire protection district, volunteer fire department;
- A police department;
- The Cabot Public Schools transportation office;
- A Cabot Public Schools office or administrator;
- A parent/guardian in the case of an emergency.

Legal References: A.C.A. § 6–19–120

Date Adopted: May 22, 2012

Last Revised: May 21, 2024

## **8.25 CELL PHONES AND OTHER MOBILE COMMUNICATIONS DEVICES**

Use of cell phones or other electronic communication devices by employees during instructional/work time for other than school-related purposes is strictly forbidden unless in case of emergencies or specifically approved in advance by the Superintendent, building principal, supervisor, or their designee. In addition to the language in this policy, the use of District provided cell phones is governed by Policy 8.22 - **EMPLOYEE TECHNOLOGY DEVICE USE POLICY**.

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/work time.

Legal Reference:     IRS Publication 15 B  
                          A.C.A. § 27-51-1602  
                          A.C.A. § 27-51-1609

Date Adopted: June 8, 2010  
Date Revised: May 21, 2024

## 8.26 RESPONSIBILITIES GOVERNING BULLYING

### Definitions

“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:

1. May address an attribute of the other student, public school employee, or person with whom the other student or public school employee is associated;
2. Involves an actual or reasonably perceived power imbalance;
3. Is repeated or has a high likelihood of repetition; and
4. 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;

Examples of “Bullying” include, but are not limited to, a pattern of behavior involving one or more of the following:

1. Cyberbullying;
2. Sarcastic comments “compliments” about another student’s personal appearance or actual or perceived attributes,
3. Pointed questions intended to embarrass or humiliate,
4. Mocking, taunting or belittling,
5. Non-verbal threats and/or intimidation such as “fronting” or “chesting” a person,
6. Demeaning humor relating to a student’s actual or perceived attributes,
7. Blackmail, extortion, demands for protection money or other involuntary donations or loans,
8. Blocking access to school property or facilities,
9. Deliberate physical contact or injury to person or property,
10. Stealing or hiding books or belongings,
11. Threats of harm to student(s), possessions, or others,
12. Sexual harassment, as governed by policy 8.20, is also a form of bullying, and/or
13. Teasing or name-calling related to sexual characteristics or 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 or transgender (Examples: “Slut”, “You are so gay.”, “Fag”, “Queer”).

“Cyberbullying” means any form of communication by electronic act that is sent with the purpose to:

- Harass, intimidate, humiliate, ridicule, defame, or threaten a student, school employee, or person with whom the other student or school employee is associated; or
- Incite violence towards a student, school employee, or person with whom the other student or school employee is associated.

Cyberbullying of School Employees includes, but is not limited to:

- a. Building a fake profile or website of the employee;
- b. Posting or encouraging others to post on the Internet private, personal, or sexual information pertaining to a school employee;
- c. Posting an original or edited image of the school employee on the Internet;
- d. Accessing, altering, or erasing any computer network, computer data program, or computer software, including breaking into a password-protected account or stealing or otherwise accessing passwords of a school employee;
- e. Making repeated, continuing, or sustained electronic communications, including electronic mail or transmission, to a school employee;
- f. Making, or causing to be made, and disseminating an unauthorized copy of data pertaining to a school employee in any form, including without limitation the printed or electronic form of computer data, computer programs, or computer software residing in, communicated by, or produced by a computer or computer network;
- g. Signing up a school employee for a pornographic Internet site; or
- h. Without authorization of the school employee, signing up a school employee for electronic mailing lists or to receive junk electronic messages and instant messages.

Cyberbullying is prohibited whether or not the cyberbullying originated on school property or with school equipment, if the cyberbullying results in the substantial disruption of the orderly operation of the school or educational environment or 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.

Teachers and other school employees who have witnessed, or are reliably informed that, a student has been a victim of bullying as defined in this policy, including a single action which if

allowed to continue would constitute bullying, shall report the incident(s) to the building principal, or designee, as soon as possible.

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

District staff are required to help enforce implementation of the district's anti-bullying policy. Students who bully another person are to be held accountable for their actions whether they occur on school equipment or property; off school property at a school-sponsored or school-approved function, activity, or event; going to or from school or a school activity in a school vehicle or school bus; or at designated school bus stops. 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 building principal, or designee, who receives a credible report or complaint of bullying shall:

1. As soon as reasonably practicable, but by no later than the end of the school day following the receipt of the credible report of bullying:
  - a. Report to a parent, legal guardian, person having lawful control of a student, or person standing in loco parentis of a student that their student is the victim in a credible report of bullying; and
  - b. Prepare a written report of the alleged incident of bullying;
2. Promptly investigate the credible report or complaint of bullying, which shall be completed by no later than the fifth (5<sup>th</sup>) school day following the completion of the written report.
3. Notify within five (5) days following the completion of the investigation the parent, legal guardian, person having lawful control of a student, or person standing in loco parentis of a student who was the alleged victim in a credible report of bullying whether the investigation found the credible report or complaint of bullying to be true and the availability of counseling and other intervention services.
4. Notify within five (5) days following the completion of the investigation the parent, legal guardian, person having lawful control of the student, or person standing in loco parentis of the student who is alleged to have been the perpetrator of the incident of bullying:
  - a. That a credible report or complaint of bullying against their student exists;
  - b. Whether the investigation found the credible report or complaint of bullying to be true;
  - c. Whether action was taken against their student upon the conclusion of the investigation of the alleged incident of bullying; and
  - d. Information regarding the reporting of another alleged incident of bullying, including potential consequences of continued incidents of bullying;
5. Make a written record of the investigation, which shall include:
  - a. A detailed description of the alleged incident of bullying, including without limitation a detailed summary of the statements from all material witnesses to the alleged incident of bullying;
  - b. Any action taken as a result of the investigation; and
6. Discuss, as appropriate, the availability of counseling and other intervention services with students involved in the incident of bullying.

District employees are held to a high standard of professionalism, especially when it comes to employee-student interactions. Actions by a District employee towards a student that would constitute bullying if the act had been performed by a student shall result in disciplinary action, up to and including termination. This policy governs bullying directed towards students and is not applicable to adult on adult interactions. Therefore, this policy does not apply to interactions between employees. Employees may report workplace conflicts to their supervisor.<sup>1</sup> In addition to any disciplinary actions, the District shall take appropriate steps to remedy the effects resulting from bullying.

To prevent multiple, simultaneous investigations into the same alleged conduct, if the facts that support an alleged incident of bullying may also constitute a violation of another District policy; State or Federal law; State rule; or Federal regulation, then the District shall investigate and dispose of the alleged incident of bullying in accordance with the other applicable District policy; State or Federal law; State rule; or Federal regulation in lieu of the requirements of this policy.

Legal Reference:       A.C.A. § 6-18-514  
                              DESE Rules Governing Student Discipline and School Safety

Date Adopted: June 2006  
Last Revised: May 20, 2025

## **8.27—CLASSIFIED PERSONNEL LEAVE — INJURY FROM ASSAULT**

Any staff member who, while in the course of their employment, who sustains:

- injury from a physical assault or other physically violent act;
- injury while intervening in a student fight;
- injury while restraining a student; or
- injury while protecting a student from harm,

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

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

In order to obtain leave under this policy, the staff member must present documentation of the injury from a physician, with an estimate for time of recovery sufficient to enable the staff member 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 staff member's employment.

Legal Reference: A.C.A. § 6-17-1308

Date Adopted: May 22, 2012

Last Revised: June 18, 2019

## **8.28 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 or impairment 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 8.36—  
CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION.

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/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.

In accordance with A.C.A. § 17-80-117, 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.

Legal References: 41 U.S.C. § 8101, 8103, and 8104  
A.C.A. § 5-71-231  
A.C.A. § 11-9-102  
A.C.A. § 17-80-117  
41 U.S.C § 702, 703, and 706

Date Adopted: April 22, 2002

Date Revised: June 20, 2023

**8.28F—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 the district.

A copy of the signed policy will be scanned to the employee’s personnel file.

Signature \_\_\_\_\_

Date \_\_\_\_\_

## **8.29 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 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 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 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.

Inappropriate use of the security system includes, but is not limited to, employees using their keys or key cards to enter buildings for purposes unrelated to their official duties, disclosing information about the district's facilities and security capabilities, and sharing account credentials, account information, or any information or video received through accessing the district's camera systems. Any inappropriate use of the district security systems may be result in disciplinary action.

The district shall retain recordings until they are deleted.

Recordings, 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 up to and including termination and referral to appropriate law enforcement authorities.

Recordings and automatic identification or data compilation files may become a part of a staff member's personnel record.

Date Adopted: June 23, 2011

Last Revised: June 20, 2023

## **8.30 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 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-term and short-term goals of the school district in relation to the staffing of the district.

If a RIF becomes necessary, the RIF shall be conducted separately for each occupational category of classified personnel identified within the district on the basis of each employee's points as determined by the schedule contained in this policy. The employee within each occupational category with the fewest number of points will not be recommended for renewal or will be terminated first.

### **Points**

- Employee evaluation scores
  - Employees will receive points equal to their evaluation score.
- Advanced degree in any area relevant to the employee's position (only the highest level of points apply)
  - 1 point – Master's degree
  - 2 points – Master's degree plus thirty additional hours
  - 3 points – Doctoral degree
- License or credential relevant to the position
  - 1 point – Basic license or certification
  - 2 points – Advanced license or certification

When the district is conducting a RIF, all potentially affected classified shall receive a listing of the personnel within their category with corresponding point totals. In the event that an employee's assignment is different this school year from the previous school year, separate point totals shall be developed for each category of assignment. Upon receipt of the list, each employee has ten (10) working days within which to appeal his or her assignment of points with the Superintendent whose decision shall be final.

Except as may occur during a RIF in the District's teaching staff, there is no right or implied right for any employee to "bump" or displace any other employee. When there is a RIF of the District's teaching staff, 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 contract with a license that is provisional, temporary, or conditional on the fulfillment of additional coursework or passing exams or any other requirement of the Division of Elementary and Secondary Education, other than the attainment of annual professional development training or teaching under a waiver from licensure. The exception for a RIF in the District’s teaching staff specifically does not allow a licensed employee who might wish to assume a classified position to displace a classified employee.

In the event of a tie between two (2) or more employees, the employee(s) shall be retained based on the following:

1. An employee with the highest evaluation rating shall be retained over an employee with the second highest evaluation rating.
2. If both employees have the same evaluation rating, the employee whose name appears first in the Board minutes to be hired shall be retained.

Pursuant to any RIF brought about by consolidation or annexation and as a part of it, the salaries of all employees will be brought into compliance, by a partial RIF if necessary, with the receiving district’s salary schedule and further adjustments 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 classified employee is non-renewed under this policy, he or she shall be offered an opportunity to fill a classified vacancy comparable as to pay, responsibility and contract length to the position from which the employee was non-renewed, and for which he or she is qualified for a period of up to two (2) years. The non-renewed employee shall be recalled for a period of two (2) years in reverse order of the layoff to any position for which he or she is qualified. Notice of vacancies to non-renewed employees shall be by first class mail and they shall have ten (10) working days from the date that the notification is received in which to accept or reject the offer of a position with the actual offer going to the qualified employee with the most points who respond within the ten (10) day time period. A lack of response, as evidenced by an employee’s failure to respond within ten (10) working days, or an employee’s refusal of a position or an employee’s acceptance of a positions but failure to sign an employment contract within two (2) business days of the contract being presented to the employee shall constitute a rejection of the offered position and shall end the district’s obligation to rehire the employee. No further rights to be rehired because of the RIF shall exist.

## **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 School District, if any, at the time of the annexation or consolidation, or within ninety (90) days after the effective date of the annexation or consolidation. The need for any employee of the annexed or consolidated school district shall be determined solely by the Superintendent and school board of the 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, email, or have hand-delivered the notification to such employee of his intention to recommend the employee not be renewed or be terminated 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 employees who were not renewed or were terminated pursuant to Section Two are not subject to recall. 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 RIF 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 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.

Legal Reference:     A.C.A. § 6-13-636  
                          A.C.A. § 6-17-2301  
                          A.C.A. § 6-17-2407

Date Adopted: July, 2005  
Last Revised:  June 20, 2023

## **8.31 RENEWAL AND TERMINATION**

### **Renewal**

When determining whether to make a recommendation of renewal of an employee's contract to the District's Board of Directors, the superintendent, with input from the appropriate employee's supervisor, shall make the determination based upon the following, as applicable:

1. Effectiveness, including the employee's evaluations;
2. Performance, including disciplinary infractions;
3. Qualifications, including relevant education degrees or credentials.

Seniority shall be used in determining whether or not an employee shall be renewed only when determining whom to renew and all else is equal between the employees in question.

If the superintendent finds probable cause that an employee has engaged in sexual misconduct with a minor, then the superintendent shall not recommend the renewal of the employee.

Following the superintendent's recommendation for renewal and approval by the Board, a copy of the next year's employment contract shall be provided to each employee.

### **Termination**

The superintendent is empowered to make a recommendation to terminate an employee's employment contract to the Board for an employee's violation of District policies; State or Federal laws; State Rules; or Federal regulations. If the superintendent determines that it is necessary to make a recommendation for termination, the superintendent shall provide the employee written notice of the superintendent's intention to recommend that the employee be terminated. The written notice may be mailed to the employee's address on file with the District, e-mailed to the employee's District provided e-mail address, or hand delivered to the employee.

The written notice shall contain a statement:

- Of the grounds for the recommendation of termination that are set forth in separately numbered paragraphs;
- Of the date, time, and location when the superintendent's recommendation for termination shall be presented to the Board, which shall be no earlier than ten (10) days and no later than the next regular scheduled Board meeting following the ten (10) day period unless another date is agreed to in writing by the superintendent and the employee;
- That time shall be provided for the employee to provide a defense against the recommendation for termination at a hearing before the Board;
- That the employee has the right to be represented by legal counsel at the hearing;
- That the hearing before the Board shall be open to the public; and
- That the superintendent shall present the reason for recommending termination of the employee to the Board in executive session should the employee choose not to attend the hearing or choose not to provide a defense at the hearing.

The superintendent shall provide the employee written notification of the Board's decision regarding the recommendation for termination as soon as possible by mail to the employee's address on file with the District, e-mail to the employee's District provided e-mail address, or hand delivery to the employee.

Legal references:     A.C.A. § 6-13-636  
                          A.C.A. § 6-17-414  
                          A.C.A. § 6-17-2301

Date Adopted: July, 2005  
Last Revised: May 20, 2025

### **8.32 PERSONNEL ASSIGNMENTS**

The Superintendent or his/her designee shall be responsible for assigning and reassigning classified personnel.

Date Adopted: July, 2005

Last Revised: June 19, 2018

### 8.33 PERSONNEL SCHOOL CALENDAR

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

The Cabot School District shall operate by the following 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     |    |    |    |    |    |    |

| 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 |    |    |    |    |

| 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 |

| 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       |    |    |    |    |    |    |

| 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 |    |    |    |

#### 2025-2026 190 Day Faculty Calendar Alternative Format

**Grading Periods**  
 Grading Period 1: Aug 12 – Oct 9 (42 days)  
 Grading Period 2: Oct 13 – Dec 19 (42 days)  
**1<sup>st</sup> Semester – 84 Days**

Grading Period 3: Jan 7 – March 13 (45 days)  
 Grading Period 4: March 18 – May 28 (45 days)  
**2<sup>nd</sup> Semester – 90 Days**

**Significant Dates**

- August 7 Open House
- August 12 1<sup>st</sup> Day of School
- August 29 No School (Fall)
- September 1 Development
- September 1 Labor Day
- October 6 No School (Fall)
- October 6 Development
- October 14 No School
- October 14 Parent/Teacher Conferences
- October 17 No School
- November 14-15 Fall Break
- December 22 – Jan 1 Holiday Break
- January 5-6 No School (Fall)
- January 6 Development
- January 7 Second Semester Begins
- January 14 MURV Day
- February 16 Presidents Day
- March 3 No School (Fall)
- March 3 Development
- March 13 No School
- March 13 Parent/Teacher Conferences
- March 20-27 Spring Break
- April 17 No School
- May 25 Memorial Day
- May 28 Last Day of School

**Note:**  
 5 Snow Days are built into this calendar. If additional snow days are required, the following dates would be utilized as needed to recover the 5:20 per day: May 29 – June 4. In addition, the Superintendent and the School Board have the authority to amend this calendar in the event of excessive dreary days.

**190 Contract Days:**  
 174 Student Contact Days  
 2 Summer PD Days  
 5 Back to School Days (Aug. 4-7 & 11)  
 2 PTC Days (10/16 & 3/19)  
 6 PLC/PO Days (8/29, 10/6, 1/5-6, 3/5, 5/29)  
 .5 Open House Day  
 .5 Outside Event Day

| January |    |    |    |    |    |    |
|---------|----|----|----|----|----|----|
| 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 | 29 | 30 | 31 |

| February |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| 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 |

| 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 |    |    |    |    |

| April |    |    |    |    |    |    |
|-------|----|----|----|----|----|----|
| Su    | Mo | Tu | We | Th | Fr | Sa |
|       |    |    |    |    |    |    |
| 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 |    |    |

| May |    |    |    |    |    |    |
|-----|----|----|----|----|----|----|
| Su  | Mo | Tu | We | Th | Fr | Sa |
|     |    |    |    |    |    |    |
| 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  |    |    |    |    |    |    |

| 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. § 6-17-2301

Date Adopted: May 22, 2012

Last Revised: May 20, 2025

## 8.34 CLASSIFIED PERSONNEL DUTIES AS MANDATED REPORTERS

The school employee and student relationship is rooted in an atmosphere of trust and confidence. Because of that professional relationship, students may disclose or reveal circumstances of child abuse and/or maltreatment to district employees. Similarly, district employees often have the opportunity to observe conditions that may indicate past or present child abuse and/or maltreatment. Under Arkansas law, all teachers, counselors, school nurses, school social workers, and school officials, among others, are mandated reporters of suspected child abuse and/or maltreatment. **However, it is the express intent of the Cabot School Board of Directors that ALL employees of Cabot Public Schools be considered mandatory reporters for the purposes of this policy.**

The duties of all employees regarding these situations are two-fold:

- If an employee has reasonable cause to suspect child abuse and/or maltreatment, or has observed a child being subjected to conditions or circumstances that would reasonably result in child maltreatment, then the employee shall directly and personally report these suspicions to the Arkansas Child Abuse Hotline by calling 1-800-482-5964 or by submitting a report through the online reporting system. Failure to report suspected child abuse, maltreatment, or neglect through 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. **For all district employees, failure to report suspected child abuse and/or maltreatment in the manner described above shall face disciplinary action, up to and including termination of the employment contract.**
- If an employee has a good faith belief that there is a serious and imminent threat to the public based on a threat made by an individual regarding violence in or targeted at a school that has been communicated to the employee in the ordinary course of his/her professional duties, then the employee shall make every attempt to immediately notify law enforcement of the serious and imminent threat to the public and have notified law enforcement within twenty-four (24) hours of learning of the serious and imminent threat to the public. **For all district employees, failure to report a serious and imminent threat to the public in the manner described above shall face disciplinary action, up to and including termination of the employment contract.**

The duty of mandated reporters to report suspected child abuse or maltreatment or serious and imminent threats to the public 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 or that form the basis of the serious and imminent threat to the public. 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 and/or maltreatment has occurred; that a serious and imminent threat to the public exists; or to rule out such a belief.

Employees and volunteers who notify the Child Abuse Hotline or who report serious and imminent threats to the public to law enforcement in good faith are immune from civil liability, criminal prosecution, and disciplinary action. In short, Arkansas law and this policy strongly encourage employees to err on the side of reporting suspected child abuse and/or maltreatment or serious and imminent threats to the public.

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

Each year, all employees will receive training and professional development in what constitutes child abuse and maltreatment, how to recognize the signs of child abuse and maltreatment, and how to make reports to the Child Abuse Hotline. Failure to complete this training shall result in disciplinary action, up to and including termination of the employment contract.

Legal References:     A.C.A. § 6-18-110  
                           A.C.A. § 12-18-107  
                           A.C.A. § 12-18-201 et seq.  
                           A.C.A. § 12-18-302  
                           A.C.A. § 12-18-402

Date Adopted: June 23, 2011  
Last Revised: May 20, 2025

## **8.35 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, hereinafter "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 Programs' 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, 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 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.

Legal References: Commissioner's Memos IA-05-018, FIN 09-041, IA 99-011, and FIN 13-018.

DESE Eligibility Manual for School Meals Revised July 2017  
A.C.A. § 6-18-715  
7 CFR 210.1 – 210.31  
7 CFR 220.1 – 220.22  
7 CFR 245.5, 245.6, 245.8  
42 USC 1758(b)(6)

Date Adopted: May 22, 2012  
Last Revised: May 21, 2013

### 8.36 PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION

The district provides Workers' Compensation (WC) 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's 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.

The District may discipline an employee, up to and including termination of the employee's contract, if it is discovered that the employee:

1. Deliberately made false statements concerning the origin of an injury or the circumstances surrounding the injury; or
2. Submitted a WC claim that the employee knew to be based substantially or entirely on false information.

An employee shall not be disciplined solely because the District's WC carrier denied the employee's WC claim.

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 8.23) 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 one hundred percent (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 Workers' Compensation (WC) claim has been filed:

- the employee will be charged for a day's sick leave for each day 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 one hundred percent (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 fourteen (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 one hundred percent (100%) of the employee's usual contracted gross pay.

Legal References: Ark. Workers Compensation Commission RULE 099.33 - MANAGED CARE  
A.C.A. § 11-9-102  
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 20, 2025

## **8.37 VACATION LEAVE**

### **EMPLOYEES HIRED FOR PER ANNUM EMPLOYMENT PRIOR TO JULY 1, 2005**

Classified personnel on per annum employment (**245 – 250 days**) shall earn ten (10) days of vacation per year plus an additional one-half (1/2) day per year after five (5) years until reaching a maximum of fifteen (15) days of vacation leave per year. Vacation days begin to accumulate on the date that a person begins his/her contracted employment.

Employees must work a full year to earn all vacation time. Upon approval of the Superintendent or his designee, an employee may be allowed to take vacation days prior to the completion of their contract; however, in the event the employee does not complete the contract year, their last check will be reduced by the cost of unearned vacation days that have been taken.

All vacation time given after July 1, 2005 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. 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 unused vacation time.

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.

### **EMPLOYEES HIRED FOR PER ANNUM EMPLOYMENT AFTER JULY 2, 2005**

Classified personnel on per annum employment (**245 – 250 days**) shall earn ten (10) days of vacation per year. On July 1<sup>st</sup> following the completion of five years' employment, classified employees on per annum employment shall receive an additional one-half (1/2) day of vacation per year until reaching a maximum of fifteen (15) days of vacation leave per year. Vacation time earned during the first year of employment will be prorated so that all vacation anniversary dates are July 1<sup>st</sup>. Vacation days will begin to accrue on July 1 following each year of service. All vacation time must be used before the end of the fiscal year (June 30) following the year it is earned with the exception of fifteen (15) days which may be carried forward to the next year.

In the year that a classified employee plans to retire or terminate employment at the end of the fiscal year, vacation days for the last year can be posted in January of the retirement or termination year, provided the employee notifies the accounting department in writing no later than January 15<sup>th</sup> of their intent to retire or terminate employment that year. This will allow the employee to take the days earned in the last year before the employee's retirement or termination. There shall be no cash surrender value for unused vacation time.

### **CLASSIFIED DIRECTORS AND ASSISTANT DIRECTORS**

Classified directors and assistant directors on per annum employment (240-245 days) shall earn ten (10) days of vacation per year. 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. There shall be no cash surrender value for unused vacation days unless it is in the best interest of the school district and has been approved by the superintendent of schools in writing.

In the year that a classified director or assistant director plans to retire or terminate employment at the end of the fiscal year, vacation days for the last year can be posted in January of the retirement or termination year, provided the employee notifies the accounting department in writing no later than January 15<sup>th</sup> of their intent to retire or terminate employment in that year. This will allow the employee to take the days earned in the year before the employee's retirement or termination.

Date adopted: July, 2005

Date revised: May 20, 2025

### **8.38 DEPOSITING COLLECTED FUNDS**

From time to time, staff members may collect funds in the course of their employment. It is the responsibility of the person who collects the funds to submit them to the designated person in the building so that funds will be deposited 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 shall be stored in a locked school safe until they are deposited.

Staff who use 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 17, 2016

### **8.39 REQUIREMENTS FOR PARAPROFESSIONALS**

Every Student Succeeds Act (ESSA) requires that Title I paraprofessionals who have any student instructional contact be “highly qualified.” This requires that, at a minimum, they shall have one of the following:

1. Completed at least 60 hours of study at an institution of higher education;
2. Obtained an associate's (or higher) degree; or
3. Taken and passed the Paraprofessional Assessment Test.

New employees hired as paraprofessionals are required to have met the qualifications criteria as an initial condition for employment.

Exceptions to the highly qualified requirements of ESSA are allowed for paraprofessionals who are proficient in English and a language other than English and who provide services primarily to enhance the participation of children in programs served under Title I by acting as a translator.

Those whose duties consist solely of conducting parental involvement activities consistent with the requirements of ESSA, or those whose duties consist solely of providing personal care for individual students.

Legal Reference: 20 USC § 6319(c)(d)(e)

Date Adopted: July, 2005

Last Revised: June 20, 2017

#### **8.40 PERSONNEL RECORDS**

The Cabot School District shall maintain a personnel file for each 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 his/her 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.

Employees may examine their personnel file upon request. Upon an employee's request, the superintendent may authorize the removal from a file any confidential letters, recommendations, or references. The employee shall have the opportunity to respond in writing to any item placed in his/her personnel file.

Date Adopted: May 22, 2012

Date Revised: May 19, 2020

## **8.41 ARREST OR CONVICTION OF AN EMPLOYEE**

An employee who is arrested for or charged with any misdemeanor or felony crime (other than a minor traffic offense) shall notify his/her supervisor within forty-eight (48) hours of becoming aware of such arrest or charge(s) or before returning to work, whichever occurs earlier.

Any employee on extended leave (including fall, winter, spring, or summer break) shall report any arrest or criminal charge(s) (other than a minor traffic offense) 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; or
- 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 charge(s) (other than a minor traffic offense) 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 nature of any charges and any arrest to the Director of Personnel.

Date Adopted: May 17, 2016

Date Revised: June 15, 2021

## **8.42 EMPLOYEE DISCIPLINARY MEETINGS**

Whenever an administrator believes or has reason to believe that an employee is having difficulties meeting expectations and the problem(s) could lead to termination, they shall bring the problem(s) and difficulties to the attention of the employee in writing.

The employee will be notified in advance, that a disciplinary meeting will be held. 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 the conference.

The employee will have the opportunity to attach a statement to any letter of reprimand issued by an administrator.

Date Adopted: June 19, 2018

Date Revised: May 20, 2025

### **8.43 CLASSIFIED PERSONNEL ARRANGEMENT FOR SUBSTITUTES**

The district has partnered with Kelly Educational Staffing (KES) for substitutes for our classified personnel positions with the exception of bus drivers, bus aides, and nurses. The supervisor of the classified employee must approve the absence and ensure that a substitute is secured through KES as needed, and the absence is reflected in AESOP.

Bus driver and bus aide absences are reported to and filled directly by the Cabot School District Transportation Department. Nurse absences are reported to and filled directly by the Cabot School District coordinator of nursing.

Date Adopted: May 19, 2020

Date Last Revised:

## **8.44 CROWDFUNDING AND OTHER FUNDRAISING ACTIVITIES BY EMPLOYEES**

Definition of crowdfunding: “Crowdfunding” means any funding where a school employee asks the public for extra funds via crowdfunding websites such as Go Fund Me, Amazon Lists, DonorsChoose, or any other web related or social media related fund solicitation and/or procurement site.

Cabot School District employees who wish to pursue crowdfunding to raise funds for a school project must adhere to the following procedures:

1. Obtain prior approval. Any employee requesting to conduct a crowdfunding campaign on behalf of the District, or any school within the District, shall obtain prior approval from the building principal and the superintendent/designee. If the purchase of technology equipment or software will be involved, then prior approval must also be obtained from the District’s technology department. All crowdfunding requests must also meet all criteria established in District Fundraising policy 6.6 and a Cabot Public Schools Fundraising Application must be submitted for approval.
2. District banking account information shall never be shared in conjunction with a crowdfunding campaign. At the end of the crowdfunding campaign, a check must be written to the District or a school within the District by the crowdfunding source for the total amount of funds raised. Under no circumstances shall the crowdfunding source write the check to an employee of the school district.
3. FERPA Compliant. Employees must comply with the Family Educational Rights and Privacy Act (FERPA). Thus, student images, names, and descriptions which would cause students to be identifiable or would allow logical deductions about disabilities or other factors that identify the student must not be used on websites or elsewhere unless prior written permission from the student’s parent or guardian is obtained.
4. All crowdfunding activities must be conducted in accordance with applicable financial procedures of the Cabot School District Accounting Department. Employees that violate this policy do so at their own risk and may not act-on-behalf or hold themselves out as acting-on-behalf of their school or the Cabot School District.

All items received/purchased through crowdfunding projects are the property of the Cabot School District. All policies and state laws related to tagging or recording any items donated must be followed.

Date Adopted: June 20, 2023

Last Revised:

## **8.45—CLASSIFIED PERSONNEL NAME, TITLE, OR PRONOUN**

Unless the building principal has the written permission of the parent, legal guardian, person having lawful control of the student, or person standing in loco parentis to the student or the student if the student is an emancipated minor or over eighteen (18) years of age, a District employee shall not address a student with a:

1. Name other than that listed on the student's birth certificate, except for a derivative of the name; or
2. Pronoun or title that is inconsistent with the student's biological sex.

A District employee shall not be subject to adverse employment action for declining to address a person using a:

- a. Name other than that listed on the student's birth certificate, except for a derivative of the name; or
- b. Pronoun or title that is inconsistent with the person's biological sex.

Legal Reference: A.C.A. § 6-1-108

Date Adopted: June 20, 2023

Last Revised: May 21, 2024

## 8.46—CLASSIFIED PERSONNEL MATERNITY LEAVE

In collaboration with the Division of Elementary and Secondary Education, the District provides up to twelve (12) weeks of paid leave for the following:

1. Birth of an eligible employee's biological child; ~~or~~
2. Placement of an adoptive child under one (1) year of age in the home of an eligible employee; or
3. Foster placement of an infant under one (1) year of age in the home of an eligible employee.

Pursuant to Act 904 of 2025, an employee shall be eligible to take paid leave under this policy if the:

- Individual is a female employed full-time by the District for more than one (1) year immediately preceding the request for leave;
- Leave is taken within the first twelve (12) weeks of the cause for leave and is used for maternity purposes; and
- Employee has not been disciplined for any leave abuse during the past year prior to the need for leave.

An employee shall only be eligible for a total of twelve (12) weeks of paid parental leave when the parental leave is due to the adoption of a child, and the adoption is following the foster placement of the same child in the employee's home.

Any day during the academic year designated as a day when academic classes will not be held, including holidays, shall not be counted when calculating:

- A. The twelve (12) weeks from the cause for leave; or
- B. The total number of days approved as parental leave.

Legal References:     A.C.A. § 6-17-122  
                              DESE Rules Governing Maternity Leave Cost Sharing

Date Adopted: May 20, 2025

Last Revised:

## **8.47—CLASSIFIED PERSONNEL DUTY TO MAINTAIN LICENSE IN GOOD STANDING**

The District has several classified positions that require the individual employed in that position to hold a license or certification. The failure of an employee in such a position to keep the employee's license or certification in good standing places the District at risk of being determined to be operating in violation of Arkansas or Federal law. Classified employees who are required to hold a license or certification as part of their position are required to maintain their license or certification in good standing. A classified employee who is required to hold a license or certification as part of the employee's position who fails to maintain their license or certification in good standing may be disciplined, up to and including termination.

Date Adopted: May 21, 2024

Last Revised:

## **8.48 CLASSROOM PETS**

The use of live animals in schools often provides a variety of learning experiences and effective source of curricular enhancement. The presence of animals must be balanced against the health and safety of students and staff.

These guidelines are:

- Animals will be allowed in schools only if their presence enhances the educational experience.
- The building administrator shall approve the instructional or service purpose for each animal in the school. No animal shall come into schools without this approval.
- Animals shall not be allowed to roam freely in the school.
- Teachers will be responsible for ensuring that enclosures are kept in a sanitary condition.
- Animals shall not be left in schools during holiday periods where practical (fish tanks an exception), and teachers are responsible for making arrangements for their care.
- Professionally trained animals used to assist individuals with disabilities or Service Animals must follow the guidelines set forth in Policy 7:25.
- Trained search dogs may be brought to schools and classrooms by law enforcement officers with prior approval of the Superintendent or his/her designee.
- Per Student Policy 4.19, no live animals will be allowed to be transported on the bus.

Date Adopted: May 21, 2024

Last Revised

## **8.49—CLASSIFIED PERSONNEL USE OF ARTIFICIAL INTELLIGENCE**

### **Definitions**

“Artificial Intelligence (AI)” means a machine-based system can, based on a given set of human-defined objectives, make predictions, recommendations, or decisions influencing a real or virtual environment.

“AI Tools” means software, hardware, or cloud-based applications that use AI to aid in tasks like content creation, data analysis, and personalized learning. For purposes of this policy, AI tools does not include items such as spell check or grammar check.

“Automated decision tool” means an AI tool that has been specifically developed and marketed, or specifically modified, to make or to be a controlling factor in making consequential decisions.

This policy governs the use of AI tools by classified employees in the performance of their job duties.

The District will provide training on the use of AI tools, including data privacy requirements. All classified employees shall participate in the District’s training on AI tools before they may use AI tools to assist with any job duties. Classified employees shall participate in additional training sessions and are expected to stay informed about changes to this and related policies regarding the use of AI and data privacy and security.

The use of AI tools by District employees shall adhere to the following:

Only those AI tools approved by the District’s committee for the selection of AI tools may be used;

- The use of AI tools by employees shall adhere to District policy; State and Federal law; State rules; and federal regulations governing data privacy; and
- Employees shall consult their supervisor or the IT department if unsure about using a particular AI tool.

Classified employees are encouraged to use AI tools to enhance job performance and efficiency. Any use of AI tools shall be done in an ethical and responsible manner that protects other employees, students, parents, and the District as a whole.

The following actions are expressly prohibited:

- The inputting or uploading of information into AI tools unless the AI tool has been approved by the District to accept such information and appropriate data privacy measures are in place to comply with the District’s policies; State and Federal laws; State Rules; and federal regulations on data privacy and security;
- Using AI tools to generate false or misleading information; and
- Attempting to bypass security protocols or access restricted data.

While AI tools, including automated decision tools, may be used to assist with administrative

tasks, such as scheduling, data analysis, and managing student records, final decisions impacting students or employees must involve human oversight.

Employees are responsible for their use of AI tools and for safeguarding sensitive information. Employees shall report any security incidents or potential data breaches immediately to a supervisor or the IT department.

Employees are encouraged to provide feedback on the usage of AI tools to help the District ensure the effectiveness, ethical compliance, and relevance to the District's educational goals of the AI tools the District is using.

The failure to comply with this policy or a District policy governing the release of information may result in disciplinary action, up to and including termination.

Legal References:     A.C.A. § 6-18-2601 et seq.  
                           A.C.A. § 25-1-128  
                           15 U.S.C. § 6501  
                           20 U.S.C. § 1232g  
                           34 C.F.R. Part 99

Date Adopted: May 20, 2025

Last Revised:

## **8.50 ANTISEMITISM PROHIBITED**

“Antisemitism” means a certain perception of Jews, which may be expressed as hatred toward Jews. Rhetorical and physical manifestations of antisemitism are directed toward Jewish or non-Jewish individuals and/or their property, toward Jewish community institutions and religious facilities. Antisemitism may be expressed in speech; writing; visual forms; and actions, and employs sinister stereotypes and negative character traits.

The following are examples of actions, when taken as a whole, that may constitute antisemitism:

- The targeting of the state of Israel, conceived as a Jewish collectivity;
- Charging Jews with conspiring to harm humanity;
- Calling for, aiding, or justifying the killing or harming of Jews in the name of a radical ideology or an extremist view of religion;
- Making mendacious, dehumanizing, demonizing, or stereotypical allegations about Jews as such or the power of Jews as collective — such as, especially but not exclusively, the myth about a world Jewish conspiracy or of Jews controlling the media, economy, government or other societal institutions;
- Accusing Jews as a people of being responsible for real or imagined wrongdoing committed by a single Jewish person or group, or even for acts committed by non-Jews;
- Denying the fact, scope, mechanisms (e.g. gas chambers), or intentionality of the genocide of the Jewish people at the hands of National Socialist Germany and its supporters and accomplices during World War II (the Holocaust);
- Accusing the Jews as a people, or Israel as a state, of inventing or exaggerating the Holocaust;
- Accusing Jewish citizens of being more loyal to Israel, or to the alleged priorities of Jews worldwide, than to the interests of their own nations;
- Denying the Jewish people their right to self-determination, e.g., by claiming that the existence of a State of Israel is a racist endeavor;
- Applying double standards by requiring of Israel a behavior not expected or demanded of any other democratic nation;
- Using the symbols and images associated with classic antisemitism (e.g., claims of Jews killing Jesus or blood libel) to characterize Israel or Israelis;
- Drawing comparisons of contemporary Israeli policy to that of the Nazis; or
- Holding Jews collectively responsible for actions of the state of Israel.

Antisemitism does not include criticism of Israel similar to the criticism leveled against any other country.

Discrimination and harassment based on antisemitism is expressly prohibited.

The District shall appoint an individual to act as the District’s Title VI Coordinator, who shall be responsible for investigating any complaints of discrimination or harassment based on antisemitism. The District shall:

1. Include contact information for the Title VI Coordinator in information that is provided to staff, students, and parents; and
2. Provide the following on the District website that may be accessed through a link titled “Antisemitism/Title VI”:

- a) The District’s definition of antisemitism;
- b) A statement that antisemitism is prohibited in the District’s educational programs and activities;
- c) A statement that complaints of discrimination or harassment based on antisemitism may be filed with the Title VI Coordinator;
- d) Contact information for the District’s Title VI Coordinator; and
- e) Information on how to file a complaint of antisemitism with the Title VI Coordinator at the Arkansas Department of Education.

A student or a student’s parent may contact the District Title VI Coordinator directly with any complaints of discrimination or harassment based on antisemitism. District employees are responsible for timely notifying the District Title VI Coordinator of any complaints they receive or incidents they witness of discrimination or harassment based on antisemitism.

Complaints of discrimination or harassment based on antisemitism shall be investigated and handled in accordance with Policy 6.7—COMPLAINTS.

An employee who is found to have violated the provisions of this policy may be subject to discipline, up to and including termination.

The District Title VI Coordinator shall report an incident or complaint of discrimination or harassment under this policy to the Arkansas Department of Education Title VI Coordinator.

In addition to the filing of a complaint under this policy, complaints of discrimination or harassment based on antisemitism may be submitted directly to the Title VI Coordinator at the Arkansas Department of Education.

Nothing in this policy shall be construed to diminish or infringe upon any right protected under the First Amendment to the United States Constitution or Arkansas Constitution, Article 2, §§ 4, 6, and 24.

Legal References: A.C.A. § 6-16-2001 et seq.

Date Adopted: May 20, 2025

Last Revised:

## **8.51 CLASSIFIED CONTRACT RETURN**

An employee may unilaterally rescind a signed employment contract for the subsequent school year if the employee submits a signed written notification to the superintendent, or the superintendent's designee, of the employee's intent to rescind the contract for the subsequent school year by the end of business on:

- May 15; or
- The Friday before May 15 if May 15 falls on a weekend.

Legal Reference: A.C.A. § 6-17-311

Date Adopted: May 20, 2025

Last Revised: