

# CERTIFIED PERSONNEL POLICIES

## O.U.R. Educational Cooperative

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# **CERTIFIED PERSONNEL POLICIES**

## **O.U.R. Educational Cooperative**

### **3.0 – GENERAL INFORMATION**

#### **PREFACE**

The purpose of these policies of the O.U.R. Educational Cooperative is to operationalize the educational philosophy of the board of directors so that the board of directors and the cooperative personnel have a common understanding of values, mission, goals, objectives, and expectations.

The contents of these policies will remain in effect as policy until changed by the board of directors according to the provisions of the policy on Personnel Policies Review and Revision.

#### **NONDISCRIMINATORY POLICY**

It is the policy of the O.U.R. Cooperative to provide equal opportunities without regard to race, color, national origin, sex, age, qualified handicap, or veteran in its educational programs and activities. This includes, but is not limited to, admissions, educational services, financial aid and employment. Inquiries concerning application of this policy may be referred to the equity coordinator at the cooperative.

#### **LINES OF AUTHORITY**

The organizational structure of the cooperative reflects lines of authority established in Act 349 of 1985. Beginning with the General Assembly, the lines of authority extend through the State Board of Education, ADE, the local board of directors, the director, coordinators, and support staff, whereby the public school pupils and personnel are served. The duties of the board of directors and the director are as stated in the agency policies.

#### **Teacher Center Coordinator**

The coordinator will facilitate the work of the Teacher Center Committee to develop and implement staff development activities for district personnel. Under the supervision of the director, the teacher center coordinator will supervise staff, coordinate the budgets and operations of the Teacher Center, and perform such other duties as specified by the director in annual job targets approved by the board of directors. In the absence of the director, the teacher center coordinator will monitor cooperative activities. Consistent with available resources and working through the Teacher Center Committee and assigned cooperative staff, the coordinator will make available:

- Staff development services.
- Educational resources.
- Curriculum assistance.

#### **Program Coordinators**

Program coordinators for Literacy, Mathematics, Special Education, Gifted and Talented Education, Workforce Education, Early Childhood, School Based Mental Health, and

Technology have job duties as prescribed by the Arkansas Department of Education and/or the governing federal agency that are specifically a part of contracts necessary to obtain program funding grants.

### **Specialty personnel**

Specialty personnel may be employed by the cooperative with funding provided by school districts working together to obtain a service that they are unable to provide for themselves or to make the service more efficient and/or cost effective.

### **Support Staff**

Support staff includes those personnel necessary to accomplish the bookkeeping/accounting, secretarial, and paraprofessional functions. Some support staff are funded specifically by a program area; others are prorated for time and funds among various program budgets of the Cooperative.

### **PROFESSIONALISM**

A high degree of professionalism is expected for all staff members of the O.U.R. Cooperative.

### **HEALTH REQUIREMENTS**

Laws that are applicable to school district personnel also apply to cooperative personnel.

### **PAYDAY**

Payday is scheduled once monthly, on the last day of the month. When the last day of the month falls on a weekend, payday will be the preceding Friday. The schedule may be adjusted for holidays.

### **DAILY SCHEDULE**

For staff whose home base is the co-op, normal office hours are 8:00am until 4:30pm Monday through Thursday and 8:00am until 3:30pm on Friday. From the first working day in June until the first working day in August, the workday will begin at 8:00am and end at 3:30pm. Specific assignments and hours may be adjusted or rescheduled to accommodate and provide services to participating districts.

### **PERSONNEL POLICIES REVIEW AND REVISION**

According to the Personnel Policy Law, elected personnel shall serve as the Cooperative's Personnel Policies Committee. The committee will schedule meetings each year to review the cooperative's personnel policies to determine if additional policies or amendments to existing policies are needed.

Either the committee or the board of directors may propose new personnel policies or amendments to existing policies, if the proposals by the Board have been submitted to the committee at least ten (10) working days prior to presentation to the Board.

The board of directors shall have the authority to adopt, reject, or refer back to the committee for further study and revision, any proposed policies or amendments to existing policies that are submitted to the Board for consideration.

### **3.1 CERTIFIED PERSONNEL SALARIES**

The cooperative salaries are funded by a fixed base grant, other state and federal grants, and prorated sharing by member districts. None of these sources provide consistent increases necessary to guarantee annual automatic increases.

In the absence of a departmental/position salary schedule, beginning salaries are negotiable, but in no case shall a beginning salary be higher than the salary of a continuing staff member with equivalent credentials in an equivalent position. Data to be considered for establishing beginning salaries include the current salaries for comparable positions in the co-op, other Arkansas educational cooperatives and school districts.

### **3.2----CERTIFIED PERSONNEL EVALUATIONS**

Evaluations of certified personnel shall be undertaken at least annually. As the co-op has employees in varying capacities as certified personnel, evaluations will be relevant to the position. For example, for staff teaching in classrooms, evaluations shall be based primarily on a combination of observations while for program coordinators whose teaching duties may range from little to none at all, performance will be evaluated according to job descriptions, observations, and leadership in the specific program.

Legal Reference: A.C.A. 6-17-1504

Date Adopted:

Last Revised:

### **3.4----REDUCTION IN FORCE**

The cooperative board acknowledges its authority to conduct a reduction in force (RIF) when a decrease in enrollment, change in needs of member districts 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 director.

In effecting a reduction in force, the primary goals of the co-op shall be: what is in the best interests of the member district and the needs of the cooperative. A reduction in force will be implemented when the director determines it is advisable to do so and shall be effected through non-renewal, termination, or both. Any reduction in force will be conducted by evaluating the needs and long and short-term goals of the cooperative, and by examining the staffing of the cooperative in each licensure area, program, job site, and/or specific grade levels, whichever shall be deemed by the director to apply to a given situation.

If a reduction in force becomes necessary in a licensure area, specific grade level(s), program area, or job site, the teacher's length of service in the district shall be the initial determining factor. The teacher with the most years of employment as a licensed teacher in the co-op to as compared other teachers in the same licensure area, program, job site and/or specific grade level(s) shall prevail. Length of service in a non-certified position shall not count for the purpose of length of service for a licensed position. Total years of service to the co-op shall include non-continuous years of service. One must have at least 120 days of contract service per year to be given full credit for a year. Lesser days per year will be prorated accordingly.

In the event that two employees subject to a RIF have the same length of service, the employee with the highest number of points as determined by the schedule contained in this policy shall be retained. The teacher with the fewest points will be laid off first. There is no right or implied right for any teacher to "bump" or displace any other teacher.

#### **Points**

- Years of service in the cooperative—1 point per year
  - All certified position years in the district count including non-continuous years
  - Service in any position not requiring teacher licensure does not count toward years of service
- Graduate degree in the area of licensure applicable to credit of points (only the highest level of points apply)
  - 1 point—Master's degree
  - 2 points – Master's degree plus fifteen additional graduate hours
  - 3 points—Master's degree plus thirty additional graduate hours
  - 4 points—Educational specialist degree
  - 5 points—Doctoral degree
- National Board of Professional Teaching Standards certification—2 points
- Multiple areas and/or grade levels of licensure as identified by the state board—1 point per additional area

A teacher with a permanent nonprovisional licensure in a position shall prevail over a teacher with greater points. All points awarded must be verified by documents on file with the cooperative by October 1 of the current school year. Each teacher's points shall be totaled with teachers ranked by the total

points from highest to lowest in the licensure areas in which they have been assigned during the current year. All teachers shall receive a listing of licensed personnel with corresponding point totals. Upon receipt of the list, each teacher has ten (10) working days within which to appeal his or her assignment of points with the superintendent whose decision shall be final.

No credit for years of service will be given at other public or private schools, or for higher education, employment by the State of Arkansas, or employment by another Educational Cooperative. Pursuant to any reduction in force and as a part of it the salaries of all teachers will be brought into compliance, by a partial RIF if necessary, with the co-op's salary schedule and further adjustments made if length of contract or assignments change.

Legal Reference: A.C.A. § 6-17-2406

Date Adopted:  
Last Revised:

### **3.5----PERSONNEL CONTRACTS & RETURN**

Contracts may be approved by the board of directors for part-time, nine, ten, eleven, or twelve months. The board schedule for personnel contract consideration is as follows:

- Director ..... January
- Coordinators ..... February
- Other Certified ..... March
- Classified ..... April

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

Failure of an employee to return the signed contract to the office of the director within thirty (30) days of the receipt of the contract shall operate as a resignation by the employee. No further action on the part of the employee, the director, or the cooperative board shall be required in order to make the employee's resignation final.

Legal Reference: A.C.A. 6-17-1506

Date Adopted:

Date Revised:

### **3.6---Professional Development**

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

Each certified employee is required to obtain sixty (60) hours of approved professional development annually over a five-year period as part of licensure renewal requirements. Professional development hours earned in excess of sixty (60) in the designated year, June 1 through May 31, cannot be carried over to the next year. Teachers and administrators shall be involved in the design, implementation and evaluation of the plan for their own professional development.

Flexible professional development hours (flex hours) are those hours which an employee is allowed to substitute professional development activities. The co-op shall determine on an annual basis how many, if any, flex hours of professional development it will allow to be substituted for district scheduled professional development offerings. The determination may be made at a department or co-op wide level. The co-op administration and the program supervisor have the authority to require attendance at specific professional development activities. Other professional development hours will be considered flex hours and may be obtained by the employee upon approval of the supervisor. Employees must receive advance approval from their supervisor for activities they wish to have qualify for flex professional development hours. To the fullest extent possible, professional development activities are to be scheduled and attended such that teachers do not miss their regular teaching assignments. Six (6) approved flex hours credited toward fulfilling the sixty (60) hour requirement shall equal one contract day. Hours of professional development earned by an employee in excess of sixty (60) or not pre-approved by the supervisor shall not be credited toward fulfilling the required number of contract days for that employee. Hours earned that count toward the required sixty (60) also count toward the required number of contract days for the employee.

Teachers and administrators who, for any reason, miss part or all of any scheduled professional development activity they were required to attend, must make up the required hours in comparable activities, which are to be pre-approved by their supervisor.

To receive credit for his/her professional development activity each employee is responsible for obtaining and submitting documents of attendance for each professional development activity he/she attends. Documentation is to be submitted to the supervisor or designee.

Both teachers and administrators are required to obtain the sixty (60) hours of approved professional development annually. At least six (6) of the sixty (60) annual hours shall be in the area of educational technology. Teachers are required to receive at least two (2) hours of professional development designed to enhance their understanding of effective parental involvement strategies. Administrators are required to receive at least three (3) hours annually of professional development designed to enhance their understanding of effective parental involvement strategies and the importance of administrative leadership in setting expectations and creating a climate conducive to parental participation. Each administrator's professional development is required to also include training in data disaggregation, instructional leadership, and fiscal management.

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

Teachers are eligible to receive fifteen professional development hours for a college course that meets the criteria identified in law and the applicable ADE rules. A maximum of thirty hours may be applied toward the sixty hours of professional development required annually.

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

Approved professional development activities may include but not necessarily limited to conferences, workshops, institutes, individual learning, mentoring, peer coaching, study groups, National Board for Professional Teaching Standards Certification, distance-learning, internships, district/school programs, and approved college/university course work. Professional development activities should be consistent with the objectives developed by the National Staff Development Council Standards.

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

Date Adopted:

Last Revised:

### **3.8--- LEAVE POLICIES**

*Definition:* The immediate family includes the employee's spouse, children, parents, in-laws, siblings, grandchildren, and any other relative if the other relative lives in the same household as the employee and any other as approved by the director.

#### **Sick Leave**

Sick leave is to be used for personal illness, illness in the immediate family, or a death in the family when bereavement leave is not applicable. The director has the discretion to approve sick leave for an employee to attend the funeral of a person who is not related to the employee.

When claiming sick leave, a staff member must complete a sick leave request and file it with his/her immediate supervisor. An accurate record of sick leave will be maintained. The director may at his/her discretion require proof of illness.

A full-time staff member, (in regard to sick leave and as defined by Arkansas Code 6171302 includes any staff member who works not less than twenty (20) hours per week), under contract shall be allowed one (1) day of sick leave for each month or major portion thereof that the individual is employed at full pay under the contract, until a maximum of one hundred twenty (120) days has been accumulated. Other staff members shall be allowed pro-rated sick leave.

For all absences in excess of the total accumulated, a proportional salary amount will be deducted. This amount will be equal to the number of excess days divided by the total number of contract days, multiplied by the contract salary.

At the discretion of the director, the cooperative may require a written statement of the employee's physician. Failure to provide such documentation of illness may result in sick leave not being paid, or in dismissal.

Should a teacher be absent frequently during a school year, and if such a pattern of absences continues, or is reasonably expected to continue, the director may relieve the teacher of his assignment (with board approval) and assign the teacher substitute duty at the teacher's daily rate of pay. Should the teacher fail, or otherwise be unable, to report for substitute duty when called, the teacher will be charged a day of sick leave, if available.

Excessive absenteeism, whatever the cause, to the extent that the employee is not carrying out his assigned duties to an extent that the education of students is substantially adversely affected (at the determination of the director) may result in dismissal.

Cooperative staff members may voluntarily transfer their earned sick leave days to another staff member whose personal illness extends beyond his/her accumulated sick and vacation/personal leave and thereby limit or avoid a salary deduction. A maximum of twenty (20) days may be transferred to one individual's sick leave account during any one (1) contract year.

Upon retirement employees will be compensated for unused sick leave under the following conditions:

- a. Payment of unused sick leave will be at the rate of 20% of the daily pay of the employee with a fifty-dollar (\$50.00) maximum.
- b. The fund from which the employee is paid must be sufficient to allow the necessary amount, and the payment must not be prohibited by the provisions of the grant under which the person is employed.
- c. The employee must be an approved applicant for teacher retirement benefits and must have ten (10) years total service credited with the Arkansas Teacher Retirement System and the O.U.R. Educational Cooperative.

### **Military Leave**

According to Act 586 of 1989, members of the National Guard or reserved branches of the armed forces will be granted leave at the rate of fifteen (15) days per calendar year plus necessary travel time for annual training requirement time. If leave is not used in a calendar year, it will accumulate in the succeeding year until it totals fifteen (15) days at the beginning of the calendar year. Leave will be granted without a loss of pay in addition to regular vacation time.

A staff member who is drafted or called to active duty in the armed forces or who volunteers for military services and is not gone more than four years from date of entry, (unless at the convenience of the government, not more than five years), is entitled to reemployment in a job of like seniority, pay and status as if the individual had never left. The cooperative shall place such an individual on extended leave without pay and upon release; the person has 90 days to apply for reemployment. The cooperative has two weeks from the date of request to reinstate the individual. The staff member may not be terminated without cause for a period of one year from the date of reinstatement.

A staff member who enlists or re-enlists for a second consecutive term of military duty forfeits his/her re-employment rights. Personnel called to duty in emergency situations by the governor or president shall be granted leave with pay not to exceed thirty (30) working days after which leave without pay will be granted. This leave is in addition to regular vacation time.

### **Maternity Leave**

A pregnant staff member may continue work as long as she and her physician think it is medically safe, as evidenced by her physician's written statement, and her performance is satisfactory.

The cooperative's sick leave policy will apply to pregnancy and childbirth on the same terms and conditions as for temporary disabilities for the employee and for a paternal employee. The employee shall return to her assignment when it is medically safe after the termination of the pregnancy as reflected in a physician's written statement.

If an individual is absent from her assignment longer than her accumulated sick leave, the director may recommend to the board of directors that she be given an extended leave of absence without pay.

### **Holidays**

Those employees who work during designated break times (such as spring or Christmas break) may take equivalent time off at another time subject to the approval of their immediate supervisor. Such accumulated days may not be carried beyond the current year.

### **Bereavement**

Bereavement leave of three (3) days is granted to full-time employees upon the death of an immediate family member or at the discretion of the director. Bereavement leave in excess of three (3) days may be granted at the discretion of the director and be charged as sick leave.

### **Vacation**

Full-time twelve (12) month staff accumulates vacation days at the rate of one day per month accumulative to twelve (12) total days annually. Although staff members are encouraged to use their vacation days, unused vacation time may carryover annually subject to the discretion of the director. Vacation leave in excess of a maximum of five (5) days carryover days must be used before August 1.

Beginning with the fourth year of employment O.U.R. full-time staff members will acquire an additional day of vacation. An additional day of leave will be added beginning with the eighth year of employment and the twelfth year of employment until a maximum of fifteen (15) days is acquired.

Vacation days are to be scheduled at least one week in advance or at the discretion of the director. They should be scheduled with consideration given to when they least interfere with delivery of services to schools.

### **Personal**

Full-time staff who are contracted for fewer than twelve (12) months are granted two (2) personal leave days annually. An employee may take personal leave when he must be absent from work for reasons which do not entitle the employee to take sick leave. Any employee desiring to take personal leave may do so by making a written request to his supervisor at least twenty-four hours prior to the time of the requested leave. The twenty-four hour requirement may be waived by the supervisor when he deems it appropriate. A maximum of one day of personal leave may be carried over from one year to the next.

### **Leave of Absence Without Pay**

The board of directors upon recommendation by the director may grant a leave of absence without pay for a specified period of time for such reasons as continued education and personal emergency. The individual would be reinstated into the same or equivalent position upon returning to the cooperative.

### **Leave of Absence With Pay (Jury Duty)**

Leave of absence with pay shall be granted for jury duty within the current fiscal contract year. The staff member shall notify the cooperative as soon as it is known that he/she is to serve. Other such leaves may be granted at the discretion of the board as recommended by the director.

### **3.18----PERSONNEL OUTSIDE EMPLOYMENT**

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

An employee may not accept employment outside of his cooperative employment which will interfere, or otherwise be incompatible with the co-op employment, including normal duties outside the regular work day; nor shall an employee accept other employment which is inappropriate for an employee of a public school or cooperative.

The director or his designee shall be responsible for determining whether outside employment is incompatible, conflicting or inappropriate.

Date Adopted:  
Last Revised:

### **3.19----PERSONNEL EMPLOYMENT**

O.U.R. Cooperative staff will be appointed by the board of directors on nomination by the director as deemed necessary to carry out the successful operation of the cooperative.

All prospective employees must fill out an application form provided by the cooperative. All information, in addition to any resume' provided, will be placed in the personnel file of those employed.

If the employee provides false or misleading information, or if he withholds information to the same effect, it may be grounds for dismissal.

Date Adopted:  
Last Revised:

### **3.19----TRAVEL**

Travel is reimbursable within limitations of budget approval. Expenditures are documented on a TR-1 and must be approved by the program coordinator and the director. If a private vehicle is used for business purposes, mileage will be reimbursed at the current ADE rate. Mileage from home to the official station and from the official station to home is not reimbursable.

The following are also reimbursable purchases that would be recorded on the TR-1 provided that *itemized* documentation is presented by the employee.

- Hotel or lodging expenses will be reimbursed for reasonable actual amounts provided approval has been given for overnight travel. Reimbursement is limited to the single room rate unless more than one employee share the same room.
- Taxi or other transportation approved before the trip.
- Parking/toll fees.

No reimbursement will be allowed for personal entertainment, tips, valet, service, flowers, alcoholic beverages, personal telephone calls, laundry, or other items not considered to be official business charges. When a registration payment includes the cost of meals and lodging, the traveler must not claim those items separately.

#### **Transportation Other Than Private Vehicles**

In cases where an employee travels to a destination without the use of a private vehicle, the first consideration for on-site travel should be public transportation, shuttles, and taxi service. The employee is generally expected to take the less expensive option between a taxi and an airport shuttle service to the hotel or meeting site. When circumstances dictate that a rental vehicle is necessary and/or the most economical approach to the travel requirements, the least expensive vehicle that will accomplish the job should be rented. The traveler and director should agree upon details on rentals before travel occurs.

Travelers using commercial air shall utilize coach/economy accommodations unless there are special occasions where an economical advantage would result in other arrangements. These special occasions must be pre-approved by the director.

#### **Meal Reimbursement**

No reimbursement for meals will be made unless overnight travel is involved. The maximum full day meal per diem will be based on the actual expenses of meals up to a maximum per diem rate of \$32 for in-state trips and \$36 for out-of-state trips. Individual gratuities will not be reimbursed.

For travel days on overnight trips, the per diem meal breakdown will be as follows and will be recorded on the TR-1.

	<u>In-State</u>	<u>Out-of-State</u>	
• Breakfast	\$6	\$7	For employees to receive reimbursement for breakfast expense, departure time for the trip must begin before 6:00 a.m. Normally, it is included for the return trip.
• Lunch	\$11	\$12	Lunch is allowed if your departure time is before 11:00 a.m. For your return trip it may be claimed if you arrive back at the workstation after 1:00 p.m.
• Dinner	\$15	\$17	Dinner is normally allowed for your departure trip. It may also be claimed for the return trip if the arrival home is after <u>7:30 p.m.</u>

Date Adopted:  
Last Revised:

### 3.21---Tobacco Use

Smoking or the use of tobacco or products containing tobacco in any form, in or on any property owned or leased by the cooperative is prohibited.

Legal Reference: A.C.A. 6-21-609

Date Adopted

Last Revised

### **3.22----DRESS OF EMPLOYEES**

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

Date Adopted:  
Last Revised:

### **3.25----GRIEVANCES**

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

#### **Definitions**

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

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

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

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

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

Working day: Any weekday other than a holiday whether or not the employee under the provisions of their contract is scheduled to work or whether they are currently under contract.

#### **Process**

Level One: An employee who believes that he/she has a grievance shall inform that employee’s immediate supervisor that the employee has a potential grievance and discuss the matter with the supervisor within five working days of the occurrence of the grievance. The supervisor shall offer the employee an opportunity to have a witness or representative who is not a member of the employee’s immediate family present at their conference. (The five-day requirement does not apply to grievances concerning back pay.) If the grievance is not advanced to Level Two within five working days following the conference, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

If the grievance cannot be resolved by the immediate supervisor, the employee can advance the grievance to Level Two. To do this, the employee must complete the top half of the Level Two Grievance Form within five working days of the discussion with the immediate supervisor, citing the manner in which the specific personnel policy was violated that has given rise to the grievance, and submit the Grievance Form to his/her immediate supervisor. The supervisor will have ten working days to respond to the grievance using the bottom half of the Level Two Grievance Form which he/she will submit to the program coordinator or, in the event that the employee’s immediate supervisor is the program coordinator, the director.

Level Two (when appeal is to the program coordinator): Upon receipt of a Level Two Grievance Form, the program coordinator will have ten working days to schedule a conference with the employee filing the grievance. The program coordinator 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 program coordinator will have ten working days in which to deliver a written response to the grievance to the employee. If the grievance is not advanced to Level Three within five working days the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

Level Two (when appeal is to the director): Upon receipt of a Level Two Grievance Form, the director will have ten working days to schedule a conference with the employee filing the grievance. The director 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 director will have ten working days in which to deliver a written response to the grievance to the employee.

Level Three: If the proper recipient of the Level Two Grievance was the program coordinator, and the employee remains unsatisfied with the written response to the grievance, the employee may advance the grievance to the director by submitting a copy of the Level Two Grievance Form and the program coordinator's reply to the director within five working days of his/her receipt of the program coordinator's reply. The director will have ten working days to schedule a conference with the employee filing the grievance. The director 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 director will have ten working days in which to deliver a written response to the grievance to the employee.

Appeal to the Board of Directors: An employee who remains unsatisfied by the written response of the director may appeal the director's decision to the Board of Education within five working days of his/her receipt of the director's written response by submitting a written request for a board hearing to the director. If the grievance is not appealed to the Board of Directors within five working days of his/her receipt of the director'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 director's reply, the board will decide if the grievance, on its face, is grievable under district policy. If the grievance is presented as a "group grievance," the Board shall first determine if the composition of the group meets the definition of a "group grievance." If the Board determines that it is a group grievance, the Board shall then determine whether the matter raised is grievable. If the Board rules the composition of the group does not meet the definition of a group grievance, or the grievance, whether group or individual, is not grievable, the matter shall be considered closed. (Individuals within the disallowed group may choose to subsequently refile their grievance as an individual grievance beginning with Level One of the process.) If the Board rules the grievance to be grievable, they shall immediately commence a hearing on the grievance. All parties have the right to representation by a person of their own choosing who is not a member of the employee's immediate family at the appeal hearing before the Board of Directors. The employee shall have no less than 90 minutes unless a shorter period is agreed to by the employee to present his/her grievance and both parties shall have the opportunity to present and question witnesses. The hearing shall be open to the public unless the employee requests a private hearing. If the hearing is open, the parent or guardian of any student under the age of eighteen years who gives testimony may

elect to have the student's testimony given in closed session. At the conclusion of the hearing, if the hearing was closed, the Board of Directors may excuse all parties except board members and deliberate, by themselves, on the hearing. At the conclusion of an open hearing, board deliberations shall also be in open session unless the board is deliberating the employment, appointment, promotion, demotion, disciplining, or resignation of the employee. A decision on the grievance shall be announced no later than the next regular board meeting.

**Records**

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

**Reprisals**

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

Legal Reference:       ACA § 6-17-208

Date Adopted:

Last Revised:

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

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

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

Personnel Policy grievance is based upon:

\_\_\_\_\_

Grievance (be specific):

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

What would resolve your grievance?

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

Supervisor's Response

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

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

Date Adopted:

Last Revised:

### **3.26----SEXUAL HARASSMENT**

The O.U.R. Educational Cooperative is committed to having a work environment in which all employees are treated with respect and dignity. 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.

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

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

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

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

Within the educational or work environment, sexual harassment is prohibited between any of the following: students; employees and students; non-employees and students; employees; employees and non-employees.

Actionable sexual harassment is generally established when an individual is exposed to a pattern of objectionable behaviors or when a single, serious act is committed. What is, or is not, sexual harassment will depend upon all of the surrounding circumstances. Depending upon such circumstances, examples of sexual harassment include, but are not limited to: unwelcome touching; crude jokes or pictures; discussions of sexual experiences; pressure for sexual activity; intimidation by words, actions, insults or name calling; teasing related to sexual characteristics; and spreading rumors related to a person's alleged sexual activities.

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

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

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

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

After an investigation, any employee found to have engaged in sexual harassment will be subject to disciplinary action up to, and including, termination.

Date Adopted:

Last Revised:

### **3.27—CERTIFIED PERSONNEL SUPERVISION OF STUDENTS**

All co-op personnel who work with children are expected to conscientiously execute their responsibilities to promote the health, safety, and welfare of the students under their care.

Date Adopted:

Last Revised:

### **3.28—CERTIFIED PERSONNEL COMPUTER USE POLICY**

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

Passwords or security procedures are to be utilized as assigned, and confidentiality of student records relating to personnel is to be maintained at all times. Employees must not disable or bypass security procedures, disclose passwords to other staff members or students, or grant students access to any computer not designated for student use.

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

Legal References:       20 USC 6801 et seq. (Children’s Internet Protection Act; PL 106-554)  
                                  A.C.A. § 6-21-107  
                                  A.C.A. § 6-21-111

Date Adopted:  
Last Revised:

### 3.28F—CERTIFIED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT

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

Work Place \_\_\_\_\_ Date \_\_\_\_\_

The O.U.R. Educational Cooperative agrees to allow the employee identified above (“Employee”) to use the district’s technology to access the Internet under the following terms and conditions:

1. Conditional Privilege: The Employee’s use of the co-op’s access to the Internet is a privilege conditioned on the Employee’s abiding by this agreement.
2. Acceptable Use: The Employee agrees that in using the co-op’s Internet access he/she will obey all federal and state laws and regulations. Internet access is provided as an aid to employees to enable them to better perform their job responsibilities. Under no circumstances shall an Employee’s use of the co-op’s Internet access interfere with, or detract from, the performance of his/her job-related duties.
3. Penalties for Improper Use: If the Employee violates this agreement and misuses the Internet, the Employee shall be subject to disciplinary action up and including termination.
4. “Misuse of the cooperative’s access to the Internet” includes, but is not limited to, the following:
  - a. using the Internet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing community standards;
  - b. using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
  - c. posting anonymous messages on the system;
  - d. using encryption software;
  - e. wasteful use of limited resources provided by the school including paper;
  - f. causing congestion of the network through lengthy downloads of files;
  - g. vandalizing data of another user;
  - h. obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
  - i. gaining or attempting to gain unauthorized access to resources or files;
  - j. identifying oneself with another person’s name or password or using an account or password of another user without proper authorization;
  - k. using the network for financial or commercial gain without district permission;
  - l. theft or vandalism of data, equipment, or intellectual property;
  - m. invading the privacy of individuals;
  - n. using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
  - o. introducing a virus to, or otherwise improperly tampering with, the system;
  - p. degrading or disrupting equipment or system performance;
  - q. creating a web page or associating a web page with the cooperative without proper authorization;
  - r. attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction.;

- s. providing access to the District's Internet Access to unauthorized individuals; or
- t. taking part in any activity related to Internet use which creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools;
- u. making unauthorized copies of computer software;
- v. personal use of computers during instructional time; or
- w. installing software on district computers without prior approval of technology director or his/her designee.

5. Liability for debts: Staff shall be liable for any and all costs (debts) incurred through their use of the District's computers or the Internet including penalties for copyright violations.

6. No Expectation of Privacy: The Employee signing below agrees that in using the Internet through the District's access, he/she waives any right to privacy the Employee may have for such use. The Employee agrees that the district may monitor the Employee's use of the District's Internet Access and may also examine all system activities the Employee participates in, including but not limited to e-mail, voice, and video transmissions, to ensure proper use of the system.

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

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

Date Adopted:

Last Revised:

### **3.29 ----ANNUAL CALENDAR & INCLEMENT WEATHER SCHEDULE**

#### **ANNUAL CALENDAR/HOLIDAYS**

The cooperative policy is to remain open for the benefit of its constituents. The cooperative will observe legal holidays consistent with those scheduled by cooperative schools. These include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. For other school vacation days such as spring and Christmas breaks, the cooperative may close consistent with closing dates for schools or remain open, staffed with the minimum employees necessary to provide access and services to individuals.

#### **INCLEMENT WEATHER SCHEDULE**

In periods of inclement weather, the cooperative's schedule will be consistent with the area school districts' schedules. Local radio station announcements will be used to announce any variance. If it is necessary for an individual to miss work due to inclement weather road conditions even though the cooperative is open, time can be made up without loss of salary upon approval of the immediate supervisor.

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

The conduct of co-op 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 co-op shall have a drug free workplace. It is, therefore, the co-op's policy that 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 and co-op property; violations of this policy will subject the employee to discipline, up to and including termination.

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

Alcoholics Anonymous: 903 Wilson Ave., Harrison, AR 72601 :

1-800-808-8680     [www.alcoholics-anonymous.org](http://www.alcoholics-anonymous.org)

Alcohol & Drug Helpline : 800-821-4357

Region II Prevention Resource Center: 105 E. Crandall, Harrison, AR 72601  
870-391-3178

Boone County Health Office – 1622 Campus Dr., Harrison, AR 72601 : 870-743-5244

Should any employee be found to have been publicly under the influence of, or in illegal possession of, any illegal drug, controlled substance or alcohol, whether or not engaged in any co-op or school-related activity, the employee may be subject to discipline, up to and including termination.

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

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

Should an employee desire to provide the cooperative with the results of a blood, breath or urine analysis, such results will be taken into account by the co-op 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 cooperative. The cooperative shall not request that the employee be tested, and the expense for such voluntary testing shall be borne by the employee.

Any employee who is charged with a violation of any state or federal law relating to the possession, use or distribution of illegal drugs, other controlled substances or alcohol, or of drug paraphernalia, must

notify his immediate supervisor within five (5) week days (i.e., Monday through Friday, inclusive, excluding holidays) of being so charged. The supervisor who is notified of such a charge shall notify the director immediately. If the supervisor is not available to the employee, the employee shall notify the director within the five (5) day period.

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

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 or co-op property shall report the conviction within 5 calendar days to the director. Within 10 days of receiving such notification, whether from the employee or any other source, the cooperative shall notify federal granting agencies from which it receives funds of the conviction. Compliance with these requirements and prohibitions is mandatory and is a condition of employment.

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

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

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

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

Date Adopted:  
Last Revised:

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

#### CERTIFICATION

I, hereby certify that I have been presented with a copy of the O.U.R. Educational Cooperative'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 cooperative.

Signature \_\_\_\_\_

Date \_\_\_\_\_

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

#### **Eligibility**

The O.U.R. Educational Cooperative will grant up to twelve (12) weeks of leave in accordance with the Family Medical Leave Act of 1993 (FMLA) to its employees who have been employed by the co-op for at least twelve (12) months and for 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave. The twelve (12) month period of eligibility shall begin on the first duty day of the school year. Leave will be granted for one or more of the following reasons:

1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition; and
4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

The entitlement to leave for reasons 1 and 2 listed above shall expire at the end of the twelve (12) month period beginning on the date of such birth or placement.

If both the husband and wife are employed by the district and entitled to leave as defined above, the co-op may, as determined by the needs of the co-op, limit their leave to a combined total of twelve (12) weeks when taken for reasons 1 or 2 listed above or to care for a parent with a serious health condition.

#### **Notice by Employees**

Foreseeable: When the need for leave is foreseeable, the employee must provide the cooperative with at least thirty (30) days advance notice before the leave is to begin. If thirty (30) days is not practicable, such as because of a lack of knowledge of approximately when the leave will be required to begin, notice must be given as soon as practicable. As soon as practicable means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case.

When the need for leave is for reasons 3 or 4 listed above, the employee should provide a medical certification from a health care provider supporting the need for leave at the time the notice for leave is given, but must provide certification at least fifteen (15) days prior to the date the leave is to begin.

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

Unforeseeable: When the approximate timing of the need for leave is not foreseeable, an employee shall provide the co-op 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 cooperative within two (2) working days of learning of the

need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, telegraph, fax, or other electronic means.

### **Medical Certification**

The required medical certification from a licensed, practicing health care provider of the need for FMLA leave for reasons 3 or 4 listed above shall include the date on which the serious health condition began, the probable duration of the condition, and the appropriate medical facts within the knowledge of the health care provider regarding the condition. For reason 4 listed above, the certification must include a statement that the employee is unable to perform the required functions of his/her position.

Second Opinion: In any case where the cooperative has reason to doubt the validity of the certification provided, the cooperative 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 cooperative may require, at its expense, the employee to obtain a third opinion from a health care provider agreed upon by both the cooperative and the employee. The opinion of the third health care provider shall be considered final and be binding upon both the cooperative and the employee.

Recertification: The cooperative may request the employee obtain a recertification, at the employee's expense, no more often than every thirty (30) days unless one or more of the following circumstances apply;

- a. The employee requests an extension of leave;
- b. Circumstances described by the previous certification have changed significantly; and/or
- c. The cooperative receives information that casts doubt upon the continuing validity of the certification.

The employee must provide the recertification in no more than fifteen (15) calendar days after the co-op's request.

No second or third opinion on recertification may be required.

### **Concurrent Leave**

The cooperative requires employees to substitute any applicable accrued leave for any part of the twelve (12) week period of FMLA leave. All FMLA leave is unpaid unless substituted by applicable accrued leave.

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

### **Health Insurance Coverage**

The cooperative 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 cooperative. The employee remains responsible for any portion of premium payments

customarily paid by the employee. When on unpaid FMLA leave, it is the employee's responsibility to submit their portion of the cost of the group health plan coverage to the District's business office on or before it would be made by payroll deduction.

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

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

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

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

### **Reporting Requirements During Leave**

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

### **Return to Work**

Medical Certification: An employee who has taken FMLA leave under reason 4 stated above shall provide the cooperative with certification from a health care provider that the employee is able to resume work.

Return to Previous Position: An employee returning from FMLA leave is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An equivalent position must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, and authority. The employee may not be restored to a position requiring additional licensure or certification.

Failure to Return to Work: In the event that an employee is unable or fails to return to work, the director will make a determination at that time regarding the documented need for a severance of the employees contract due to the inability of the employee to fulfill the responsibilities and requirements of their contract.

### **Intermittent Leave**

The cooperative will honor employee requests for intermittent leave as prescribed by the FMLA and that are in the best interests of the cooperative.

## **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 Medical Leave Act of 1993 shall govern.

Legal References:      29 USC 2601 et seq.  
                                 29 CFR 825.100 et seq.

Date Adopted:  
Last Revised:

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

From time to time extra duties may be assigned to certified personnel by the director or supervisor.

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

Date Adopted:

Last Revised:

### **3.34----TELEPHONE USAGE**

Telephones at the work place should be used for business purposes and in a professional manner. Long distance calls are to be made by using an ID code from the office. Cellular phone plans may be approved and audited on an individual basis at the discretion of the director. Any such issued cell phone must be used for business purposes only.

Reimbursement for business related expenses from an employee's personal phone may be approved within the following guidelines.

- a. Approval considerations for such reimbursement will be based upon need, responsibilities, and supervisory roles.
- b. The maximum amount that employees will be reimbursed is \$50 per month. Documentation of business use must always be provided.

### **3.35----PERSONNEL BENEFITS**

The O.U.R. Cooperative will offer benefits consistent with the needs of the staff and the resources of the cooperative. Unless otherwise specified, contracted cooperative staff (not purchased services) is eligible for benefits upon employment.

**Health Insurance:** The State contributes a fixed amount for the state approved health insurance carrier premiums; the individual must pay the difference between the State contribution and the total premium.

**Dental Insurance:** The cooperative pays the staff member portion of the dental insurance premium. If staff members wish to have family coverage, they are responsible for the additional premium as a payroll reduction.

**Unemployment Insurance:** The cost for unemployment insurance is paid by the cooperative.

**Workers Compensation:** The cost for workers compensation is paid by the cooperative.

**Social Security:** The cooperative and all contracted cooperative staff participate in FICA contributions. FICA contributions for staff that participate in the Cafeteria Plan are based on gross salary less Cafeteria Plan reductions.

**Teacher Retirement:** All contracted staff are members of the Teacher Retirement system as a contributory or noncontributory member.

**Cafeteria Plan** – The co-op offers an IRS 125 (Cafeteria Plan) that permits eligible benefits to be salary reduced prior to federal and state taxation.

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

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

A copy of Annotated Code 6-17-1501 through 1510 is available for review in the office of the director.

Date Adopted:  
Last Revised: