

NONCERTIFIED PERSONNEL POLICIES

O.U.R. Educational Cooperative - 0520

2009-10 Year

8.0 – 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, Distance Learning, ABC, 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.

Classified 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 8:00 a.m. until 4:30 p.m. Monday through Thursday and 8:00 a.m. until 3:30 p.m. on Friday. From the first working day in June until the first working day in August, the workday will begin at 8:00 a.m. and end at 3:30 p.m.. 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 school district's committee on personnel policies for classified employees shall organize itself in October, elect a chair and secretary, and develop a calendar of meetings throughout the year to review the co-op's personnel policies to determine whether additional policies or amendments to existing policies are needed. Minutes of the committee meetings shall be promptly reported and distributed to members of the board of directors and posted in the work sites of the co-op.

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 director may recommend any changes in personnel policies to the board of directors or the personnel policies committee. The recommendations shall become proposals if adopted by either the board or committee.

The chair of the committee or a committee member designated by the chair shall have the opportunity to orally present the committee's proposed policies or amendments to existing policies to the board. After presentation to the board, final action shall be taken no later than the next regular board meeting.

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.

8.1— Salaries

The cooperative salaries are funded by a fixed base grant, other state and federal grants, and prorated sharing by member districts, and revenue from services. None of these sources provide consistent increases necessary to guarantee annual automatic increases. Any salary increase for classified employees will be recommended based on program fund availability.

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 in such cases include the current salaries for comparable positions in other Arkansas educational cooperatives and the current salaries for comparable positions in school districts.

For the purpose of the salary schedule, an employee will have worked a “year” if he/she works at least 120 days.

Legal Reference: A.C.A. 6-17-2301

Date Adopted: Spring 2003

Last Revised: Spring 2008

2007-08 Classified Salary Schedules

8.2—Personnel Evaluations

Noncertified personnel may be periodically evaluated. Any forms, procedures or other methods of evaluation, including criteria, are to be developed by the director or his designee(s), but shall not be part of the personnel policies of the co-op.

Date Adopted:

Last Revised:

8.5—Employee Leave

Definition: The immediate family includes the employee's spouse, children, parents, in-laws, siblings, grandchild 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. 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.

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.

All employees under contract prior to July 1, 2003 will be given a two-year grace period to utilize vacation days in excess of the maximum five (5) days carryover. The two-year grace period will end July 1, 2005.

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.

Professional Leave (8.5 continued)

“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 co-op’s program or enhances the employee’s ability to perform his duties. Professional leave will also be granted when a school district employee is subpoenaed for a matter arising out of the employee’s employment with the school district. Any employee seeking professional leave must make a written request to his immediate supervisor, setting forth the information necessary for the supervisor to make an informed decision. The supervisor’s decision is subject to review and overruling by the director. Budgeting concerns and the potential benefit for the co-op 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 one week 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.

Date Adopted: Spring 2003
Date Revised: Spring 2008

8.9—PUBLIC OFFICE – NONCERTIFIED PERSONNEL

An employee of the co-op 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 or coop) shall not be discharged or demoted as a result of such service.

No paid leave will be granted for the employee's participation in such public office. The employee may receive pay for personal leave or vacation (if applicable), if approved in advance by the director, during his absence.

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

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

Cross Reference: Policy # 8.17—Noncertified Personnel Political Activity

Legal Reference: A.C.A. § 6-17-115

Date Adopted: Spring 2008

Last Revised:

8.11—Overtime, Comptime, and Complying With FLSA

OVERTIME, COMPTIME, AND COMPLYING WITH FLSA

The O.U.R. Cooperative shall comply with those portions of the Fair Labor Standards Act that relates 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 forty (40) hours. It also requires that employees be compensated for work-weeks of greater than forty (40) hours at 1 ½ times their regular rate of pay either monetarily or through compensatory time.

Definitions

Overtime is hours worked in excess of forty (40) hours 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 (7) day consecutive period of time from 12:00 AM 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 re-numeration 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 Cooperative'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 re-numeration 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

- A. The O.U.R. Cooperative does not have an employment relationship in the following instances:
1. Between the cooperative and student teachers;
 2. Between the cooperative and its students;
 3. Between the cooperative and individuals who as a public service volunteer or donate their time to the cooperative without expectation or promise of compensation.

The cooperative does not have a joint employment relationship in the following instances:

1. Between the cooperative and off-duty policeman or deputies who are hired on a part-time basis for security purposes or crowd control. The cooperative is separate from and acts independently of other governmental entities.
2. Between the cooperative 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 cooperative 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/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 the pay period. Employee must review their time sheets to assure that they accurately reflect their hours worked for that week before submitting them to their immediate supervisor.

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 forty (40) hours and who work more than their normal number of hours in a given workweek may, at the Cooperative's option, be given compensatory time for the hours they worked in excess of their normal workweek in lieu of their regular rate of 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 twenty (20) hours per week shall be provided two (2), paid 15 minute duty free breaks per workday.

Meal periods which 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 break area.

The employee shall not engage in any work for the cooperative 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 forty (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 cooperative. Overtime compensation shall be paid on the next regular payday for the period in which the overtime was earned.

Employees working two (2) or more jobs for the cooperative 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 re-numeration 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 forty (40) to arrive at the overtime compensation due.)

Provided the employee and the cooperative 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 forty (40) in a workweek and shall be awarded on a one-and-one half (1 ½) time basis for each hour of overtime worked. The cooperative 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 twenty (20). The employee must be able to take the compensatory time off within a reasonable period of time that is not unduly disruptive to the cooperative.

An employee whose employment is terminated with the cooperative, whether by the Cooperative 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 three (3) years of employment, or
2. The final regular rate received by the employee.

Overtime Authorization

There will be instances where the cooperative's needs necessitate an 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 or unavoidable.

All overtime worked will be paid in accordance with the provisions of the FLSA, however, unless the overtime was pre-approved or fit into the exceptions noted previously, disciplinary action must be taken for failure to follow the Cooperative's policy. In extreme and repeated cases, disciplinary action could include 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 the cooperative's 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 minimum increments of 15 minutes.

Record Keeping and Postings

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

The cooperative 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 cooperative 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 violated any provision of the FLSA.

8.12— 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:

8.13—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.

The O.U.R. Cooperative is an equal opportunity employer and shall not discriminate on the grounds of race, color, religion, national origin, sex, age, or disability.

Date Adopted: Spring 2006
Last Revised: Spring 2008

8.14—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. Reimbursement claims must be supported by appropriate original receipts. Copies of other receipts or other documentation are not acceptable, except in extraordinary circumstances.

- 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 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 7:30.

Date Adopted: Spring 2003
Last Revised: Spring 2008

8.15---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

8.16----DRESS OF EMPLOYEES

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

Date Adopted: Spring 2007
Last Revised:

8.17---Political Activity

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

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

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
5. Discussing political matters with students, in or out of the classroom, in other than circumstances appropriate to the nature of the class.

Date Adopted: Spring 2008

Date Revised:

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 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 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: Spring 2003

Last Revised: Spring 2007

8.19F--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: Spring 2003

Last Revised:

8.20----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:

Date Revised:

8.21—NONCERTIFIED PERSONNEL SUPERVISION OF STUDENTS

All personnel are expected to conscientiously execute their responsibilities to promote the health, safety, and welfare of the students under their care.

Date Adopted: Spring 2007

Last Revised

8.22—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 used 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, 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.

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: Spring 2004
Last Revised: Spring 2008

8.22F—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. providing access to the District's Internet Access to unauthorized individuals; or
- s. taking part in any activity related to Internet use which creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools;
- t. making unauthorized copies of computer software;
- u. personal use of computers during instructional time; or
- v. 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: Spring 2004
Last Revised: Spring 2007

8.23—NONCERTIFIED PERSONNEL FAMILY MEDICAL LEAVE *

Definitions:

Active Duty: is duty under a call or order to active duty under a provision of law referred to in 10 USC § 101(a)(13)(B).

Contingency Operation: has the same meaning given such term in 10 USC § 101(a)(13).

Covered Service Member: is 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.

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. Full time, licensed teachers are considered to have met the 1250 hour requirement for eligibility.

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 a teacher whose principal function is teach and instruct students in a class, a small group, or an individual setting and includes, athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. The term does **not** include administrators, counselors, librarians, psychologists, or curriculum specialists who are included under the broader definition of “eligible employee” (to the extent the employee has been employed for 12 months).

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

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: 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.

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

Serious Injury or Illness: used in respect to 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 that may render the member unfit to perform the duties of the member's office, grade, rank, or rating.

Year: the twelve (12) month period of eligibility shall begin on the first duty day of the 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 Medical Leave Act of 1993 shall govern.

Leave Eligibility

The district will grant up to twelve (12) weeks of leave in a year accordance with the Family Medical Leave Act of 1993 (FMLA) 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. 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.
5. Because of any qualifying exigency (as the U.S. Secretary of Labor shall, by regulation, determine) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

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.

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. During the single 12-month period, the eligible employee is entitled to a combined total of 26 weeks of leave to care for the covered service member and for reasons 1 through 5 listed above. Leave taken, which does not include caring for a covered service member, is limited to 12 weeks in a year.

If husband and wife are both eligible employees employed by the district, the husband and wife are entitled to a 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**. During the single 12-month period, the eligible husband and wife are entitled to a combined total of 26 weeks of leave to care for a covered service member and for reasons 1 or 2 listed above or to care for a parent with a serious health condition. Leave taken, which does not include caring for a covered service member, is limited to a combined total of

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

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.

Employee Notice to District

Foreseeable:

When the need for leave is foreseeable for reasons 1 through 4 or for the care of a covered service member 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, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is 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 necessity for leave is for reason 5 listed above is foreseeable, whether because the spouse, son, daughter, or parent of the employee is on active duty, or because of notification of an impending call or order to active duty in support of a contingency operation, the employee shall provide such notice to the district as is reasonable and practicable.

When the need for leave is for reasons 3 or 4 or for the care of a covered service member listed above, 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.

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

Unforeseeable:

When the approximate timing of the need for leave is not foreseeable, an employee shall provide the district notice of the need for leave as soon as practicable given the facts and circumstances of the particular case. Ordinarily, the employee shall notify the district within two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, telegraph, fax, or other electronic means.

Medical Certification

When the need for leave is for reasons 3 or 4 listed above or for the care of a covered service member, the employee should provide a medical certification from a licensed, practicing 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. The certification 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. Leave taken for reason 3 listed above, must include certification that the eligible employee is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time the employee is needed to provide the care. 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.

If FMLA leave is to be taken on an intermittent or reduced work schedule basis for planned medical treatment, the certification shall include the dates on which such treatment is expected to be given and the duration of such treatment.

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

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

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

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

No second or third opinion on recertification may be required.

Sick Leave and Family Medical Leave Act (FMLA) Leave

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

Concurrent Leave

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

Workers Compensation: FMLA leave may run concurrently with a workers' compensation absence when the injury is one that meets the criteria for a serious health condition. To the extent that workers compensation benefits and FMLA leave run concurrently, the employee will not be charged for any paid leave accrued by the employee. 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." 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.

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. 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 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

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

Return to Work

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

Return to Previous Position: An employee returning from FMLA leave is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An equivalent position must involve the same or substantially

similar duties and responsibilities, which must entail substantially equivalent skill, effort, and authority. The employee may not be restored to a position requiring additional licensure or certification.

Failure to Return to Work: In the event that an employee is unable or fails to return to work, the superintendent will make a determination at that time regarding the documented need for a severance of 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

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.

Eligible employees may take intermittent or reduced schedule leave due to reasons 3 and 4 listed above or to care for a covered service member if they have

- (A) made 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 of the employee or the health care provider of the son, daughter, spouse, or parent of the employee, as appropriate; and
- (B) provided the employer with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave under such subparagraph, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.

Eligible employees requesting intermittent or reduced schedule leave that is foreseeable based on planned medical treatment may be transferred to an alternative position for which the employee is qualified with equivalent pay and benefits that better accommodates the employee's intermittent or reduced schedule leave.

If an eligible employee who meets the definition of an instructional employee requests intermittent or reduced schedule leave 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 either

- 1) to take medical leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or
- 2) 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.

Leave taken by eligible instructional employees near the end of the academic term

Leave more than 5 weeks prior to end of term.

If the eligible, instructional employee begins leave, due to reasons 1 through 5 listed above or to care for a covered service member, more than 5 weeks prior to the end of the academic term, the district may require the employee to continue taking leave until the end of such term, if

- (A) the leave is of at least 3 weeks duration; and
- (B) the return to employment would occur during the 3-week period before the end of such term.

Leave less than 5 weeks prior to end of term

If the eligible, instructional employee begins leave, due to reasons 1 through 3 listed above or to care for a covered service member, during the period that commences 5 weeks prior to the end of the academic term, the district may require the employee to continue taking leave until the end of such term, if

- (A) the leave is of greater than 2 weeks duration; and
- (B) the return to employment would occur during the 2-week period before the end of such term.

Leave less than 3 weeks prior to end of term

If the eligible, instructional employee begins leave, due to reasons 1 through 3 listed above or to care for a covered service member, during the period that commences 3 weeks prior to the end of the academic term and the duration of the leave is greater than 5 working days, the agency or school may require the employee to continue to take leave until the end of such term.

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

Date Adopted: Spring 2008

Last Revised:

29 CFR 825.114 - What is a "serious health condition" entitling an employee to FMLA leave?

(a) For purposes of FMLA, "serious health condition" entitling an employee to FMLA leave means an illness, injury, impairment, or physical or mental condition that involves:

(1) Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (for purposes of this section, defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom), or any subsequent treatment in connection with such inpatient care; or

(2) Continuing treatment by a health care provider. A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

(i) A period of incapacity (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom) of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:

(A) Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or

(B) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.

(ii) Any period of incapacity due to pregnancy, or for prenatal care.

(iii) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:

(A) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;

(B) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

(C) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

(iv) A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

(v) Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

(b) Treatment for purposes of paragraph (a) of this section includes (but is not limited to) examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations. Under paragraph (a)(2)(i)(B), a regimen of continuing treatment includes, for example, a course of prescription medication

(e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a

health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.

(c) Conditions for which cosmetic treatments are administered (such as most treatments for acne or plastic surgery) are not "serious health conditions" unless inpatient hospital care is required or unless complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc., are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave. Restorative dental or plastic surgery after an injury or removal of cancerous growths are serious health conditions provided all the other conditions of this regulation are met. Mental illness resulting from stress or allergies may be serious health conditions, but only if all the conditions of this section are met.

(d) Substance abuse may be a serious health condition if the conditions of this section are met. However, FMLA leave may only be taken for treatment for substance abuse by a health care provider or by a provider of health care services on referral by a health care provider. On the other hand, absence because of the employee's use of the substance, rather than for treatment, does not qualify for FMLA leave.

(e) Absences attributable to incapacity under paragraphs (a)(2) (ii) or (iii) qualify for FMLA leave even though the employee or the immediate family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days. For example, an employee with asthma may be unable to report for work due to the onset of an asthma attack or because the employee's health care provider has advised the employee to stay home when the pollen count exceeds a certain level. An employee who is pregnant may be unable to report to work because of severe morning sickness.

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

Date Adopted: Spring 2004
Last Revised: Spring 2008

8.28—DRUG FREE WORKPLACE - NONCERTIFIED 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

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 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 director, 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: Spring 2004

Last Revised: Spring 2008

8.28F—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 _____

8.30—NONCERTIFIED PERSONNEL REDUCTION IN FORCE

The governing board acknowledges its authority to conduct a reduction in force (RIF) when it becomes 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 co-op as determined by the director.

In effecting a reduction in force, the primary goal of the cooperative shall be: what is in the best interests and needs of the co-op in its service to schools and the students thereof. 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 in relation to the staffing of the co-op.

If a reduction in force becomes necessary, the RIF shall be conducted separately for each occupational category of classified personnel identified within the co-op on the basis of each employee's years of service. The employee within each occupational category with the least years of experience will be laid off first. The employee with the most years of employment in the cooperative as compared to other employees in the same category shall be laid off last. In the event that employees within a given occupational category have the same length of service to the district the one with the earlier hire date, based on date of board action, will prevail.

All credited years of service must be verified by documents on file with the co-op by October 1 of the current school year. Each employee's length of service shall be ranked within the category in which he/she has been assigned during the current year. All non-certified employees shall receive a listing of the personnel within their category with corresponding point totals. Upon receipt of the list, each employee has ten (10) working days within which to appeal his or her assignment of points with the director whose decision shall be final.

Total years of service to the cooperative shall include non-continuous years of service; in other words, an employee who left the co-op and returned later will have the total years of service counted, from all periods of employment. Less than 120 days in any contract year does not count as a year of service. Length of service in a certified position shall not count for the purpose of length of service for a non-certified position. There is no right or implied right for any employee to "bump" or displace any other employee.

Legal Reference: A.C.A. § 6-17-2406

Date Adopted: Spring 2004

Last Revised: Spring 2007

8.31----PERSONNEL DISMISSAL AND NON-RENEWAL

For procedures relating to the termination and non-renewal of noncertified employees, please refer to the Public School Employee Fair Hearing Act A.C.A 6-17-1701 through 1705. The Act specifically is not made a part of this policy by this reference.

A copy of the code is available for review in the office of the director.

Date Adopted: Spring 2004
Last Revised:

8.32—NONCERTIFIED PERSONNEL ASSIGNMENTS

The director shall be responsible for assigning and reassigning noncertified personnel.

Date Adopted: Spring 2007

Last Revised:

8.34—NONCERTIFIED PERSONNEL WHO ARE MANDATORY REPORTERS DUTY TO REPORT CHILD ABUSE, MALTREATMENT OR NEGLECT

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

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

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

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

Date Adopted: Spring 2008

Last Revised:

8.50 ----ANNUAL CALENDAR & INCLEMENT WEATHER SCHEDULE

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.

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.

Date Adopted: Spring 2003

Date Revised: Spring 2008

8.60----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.

Use of cell phones or other electronic communication devices by employees during instructional time is strictly forbidden unless specifically approved in advance by the director or program supervisor, or their designees.

In any instance where the co-op issues a cell phone or school computer to an employee for use for co-op business purposes, the employee shall not use the equipment for personal use. Any employee who uses a co-op issued cell phone and/or computer for non co-op purposes, except as permitted by the co-op's internet/computer use policy, shall be subject to discipline up to and including termination.

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.

Date Adopted: Spring 2003

Last Revised: Spring 2008

8.70----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.

Date Adopted: Spring 2005
Date Revised:

8.80----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 full time cooperative staff members (not purchased services) are 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.

Long Term Disability – Paid by cooperative for individual

Life/AD & D – Paid by cooperative for individual

Hospital Care – Paid by cooperative for individual

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.

Date Adopted: Spring 2003
Date Revised: Spring 2008

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