

## **Section 3-----Certified Personnel Policies For 2011-12**

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# **CERTIFIED PERSONNEL POLICIES**

## **O.U.R. Educational Cooperative - 0520**

### **3.0 – GENERAL INFORMATION**

#### **PREFACE**

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

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

#### **NONDISCRIMINATORY POLICY**

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

#### **LINES OF AUTHORITY**

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

#### **Teacher Center Coordinator**

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

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

#### **Program Coordinators**

Program coordinators for Literacy, Mathematics, Special Education, Gifted and Talented Education, Workforce Education, Early Childhood, 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.

### **Support Staff**

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

### **PROFESSIONALISM**

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

### **HEALTH REQUIREMENTS**

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

### **PAYDAY**

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

### **DAILY SCHEDULE**

For staff whose home base is the co-op, normal office hours are 8:00 a.m. until 4:00 p.m. Monday through Friday throughout the year. In order to better serve schools or accommodate work responsibilities, assignments and hours may be adjusted or rescheduled on an individual basis by the director.

Work schedules for part-time employees will be determined by the director according to organizational needs.

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

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

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

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

### **3.1 CERTIFIED PERSONNEL SALARIES**

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

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

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

Applications for movement on the salary schedule must be approved by the director. Applications must be received by August 19 to be considered for the year. An official transcript must be on file in the O.U.R. business office which shows college hours earned before a final evaluation can be made and before final approval can be given by the director. Transcripts must be on file by October 15 unless an exception for extenuating circumstances is approved by the director.

Date Revised: Spring 2010

2011-12 Certified Salary Schedule For Ozarks Unlimited Resources  
 District Number 0520

For The Following Positions:

- Early Childhood Special Needs Teachers
- ABC Certified Teachers
- Certified Speech Pathologists

Steps	Bachelors	Masters
0	\$31,700	\$36,294
1	32,150	36,794
2	32,600	37,294
3	33,050	37,794
4	33,500	38,294
5	33,950	38,794
6	34,400	39,294
7	34,850	39,794
8	35,300	40,294
9	35,750	40,794
10	36,200	41,294
11	36,650	41,794
12	37,100	42,294
13	37,550	42,794
14	38,000	43,294
15	38,450	43,794
16	38,900	44,294
17	39,350	44,794

\*190 day contract                      contract

\*Fully licensed speech pathologist with master's degree indexed @ 1.074 of master's degree column

\*Years of experience will be determined by the director.

\*Bachelor's Steps \$450 & Master's Steps \$500

**2011-12 Salary Schedules**

**K-12 Special Education Supervisors, E.C. Special Education Supervisor,  
& Coordinator \*ABC HIPPY & ABC Centers**

<b>Steps</b>	<b>Salary</b>
0	60,284
1	60,884
2	61,484
3	62,084
4	62,684
5	63,284
6	63,884
7	64,484
8	65,084
9	65,684
10	66,284

\*Years assigned are based on supervisor experience and coordinator experience in both ABC programs & determined by the director (steps \$600)

\*Based on Master's Degree & 240 day contract

\*ABC - one coordinator supervising both HIPPY & ABC Centers

## Certified Salary Schedule For Specialists & Coordinators

For The Following Positions:

- Literacy, Math, and Science Specialists
- Gifted/Talented Coordinator & iTunes Coordinator
- Teacher Center Coordinator/Asst. Director
- \*HIPPY Coordinator
- Teacher Center Coordinator

Steps	Sp. & Coord.	Sp. & Coord.	T.C. Coordinator	T.C./Asst. Dir.
	Bachelors	Masters	Masters	Masters
0	47,962	52,962	63,030	66,855
1	48,712	53,712	63,780	67,605
2	49,462	54,462	64,530	68,355
3	50,212	55,212	65,280	69,105
4	50,962	55,962	66,030	69,855
5	51,712	56,712	66,780	70,605
6	52,462	57,462	67,530	71,355
7	53,212	58,212	68,280	72,105
8	53,962	58,962	69,030	72,855
9	54,712	59,712	69,780	73,605
10	55,462	60,462	70,530	74,355

\*Years of experience determined by the director

\*Based on Master's Degree & 240 day contract

\*HIPPY Program Coordinator Only

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

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

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

Date Adopted: Spring 2004

Last Revised:



### **3.3 TEACHER LICENSURE RENEWAL**

O.U. R. Cooperative will reimburse certified personnel for their Arkansas Teacher Licensure renewal providing the certified staff member is employed on a certified teacher contract, that he/she has worked for the O.U.R. Cooperative for five or more years in a certified position, and required documentation is provided.

Date Adopted: July 2010  
Last Revised:

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

The cooperative board acknowledges its authority to conduct a reduction in force (RIF) when a decrease in enrollment, change in needs of member districts or other reason(s) make such a reduction necessary or desirable. A RIF will be conducted when the need for a reduction in the work force exceeds the normal rate of attrition for that portion of the staff that is in excess of the needs of the district as determined by the director.

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

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

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

#### **Points**

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

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

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

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

Legal Reference: A.C.A. § 6-17-2406

Date Adopted: Spring 2005  
Last Revised:

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

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

- Director & Assistant Director..... January
- Other Certified ..... March
- Classified ..... April

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

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

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

Date Adopted: Spring 2005

Date Revised: Spring 2010

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

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

Each certified employee is required to obtain sixty (60) hours of approved professional development annually over a five-year period as part of licensure renewal requirements. Professional development hours earned in excess of sixty (60) in the designated year, June 1 through May 31, cannot be carried over to the next year. Certified employees who are prevented from obtaining the required professional development hours due to their illness or the illness of an immediate family member as defined in A.C.A. § 6-17-1202 have until the end of the following school year to make up the deficient hours. Missed hours of professional development shall be made up with professional development that is substantially similar to that which was missed. This time extension does not absolve the employee from also obtaining the following year's required 60 hours of professional development. Teachers and administrators shall be involved in the design, implementation and evaluation of the plan for their own professional development.

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

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

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

Both teachers and administrators are required to obtain the sixty (60) hours of approved professional development annually over a five-year period as part of licensure renewal requirements. At least six (6) of the sixty (60) annual hours shall be in the area of educational technology. Teachers are required to receive at least two (2) hours of professional development

designed to enhance their understanding of effective parental involvement strategies. Administrators are required to receive at least three (3) hours annually of professional development designed to enhance their understanding of effective parental involvement strategies and the importance of administrative leadership in setting expectations and creating a climate conducive to parental participation. Each administrator's professional development is required to also include training in data disaggregation, instructional leadership, and fiscal management.

Personnel who are likely to use automated external defibrillators shall receive the training required by Rule. Such training shall count toward the required annual hours of professional development.

At least once every three (3) years, persons employed as athletics coaches, shall receive training related to concussions, dehydration, or other health emergencies as well as students' health and safety issues related to environmental issues and communicable diseases.

All licensed personnel shall receive training related to child maltreatment within twelve (12) months of their initial licensure and/or the renewal of their license. The training curriculum shall be approved by the Arkansas Child Abuse/Rape/Domestic Violence Commission and may be substituted for the required hours of parental involvement on an hour-for-hour basis. For the purposes of this training, licensed personnel includes school social workers, psychologists, and nurses.

All licensed personnel shall receive training related to compliance with the district's antibullying policies.

Certified personnel may earn up to twelve hours of professional development for time they are required to spend in their instructional classroom, office or media center prior to the first day of student/teacher interaction provided the time is spent in accordance with the state law and current ADE rules that deal with professional development. The hours may be earned through online professional development approved by the ADE provided the professional development relates to the co-op's goals and the teacher's professional growth plan.

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

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

Approved professional development activities may include but not necessarily limited to conferences, workshops, institutes, individual learning, mentoring, peer coaching, study groups, National Board for Professional Teaching Standards Certification, distance-learning, internships, district/school programs, and approved college/university course work. Professional

development activities should be consistent with the objectives developed by the National Staff Development Council Standards.

Legal References:     Arkansas State Board of Education: Standards of Accreditation 15.04  
                          ADE Rules Governing Professional Development  
                          A. C.A. § 6-10-122, 123  
                          A.C.A. § 6-15-404(f)(2)  
                          A.C.A. § 6-15-1004(c)  
                          A.C.A. § 6-15-1703  
                          A.C.A. § 6-17-703  
                          A.C.A. § 6-17-704  
                          A.C.A. § 6-17-705  
                          A.C.A. § 6-17-1202  
                          A.C.A. § 6-20-2303(15)  
                          A.C.A. § 6-61-133

Date Adopted: Spring 2005

Last Revised: Spring 2011

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

#### **Definitions**

1. “Employee” is a full-time employee of the cooperative.
2. “Sick Leave” is absence from work due to illness, whether by the employee or a member of the employee’s immediate family, or due to a death in the family. The director shall determine whether sick leave will be approved on the basis of a death outside the immediate family of the employee.
3. “Current Sick Leave” means those days of sick leave for the current contract year, which leave is granted at the rate of one day of sick leave per contracted month, or major part thereof.
4. “Accumulated Sick Leave” is the total of unused sick leave, up to a maximum of (120) days accrued from previous contract, but not used.
5. “Immediate family” in this policy includes the employee’s spouse, children, parents, in-laws, siblings, grandchildren, and any other relative if the other relative lives in the same household as the employee and any other as approved by the director.

#### **Sick Leave**

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

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

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

Pay for sick leave shall be at the employee’s daily rate of pay, which is that employee’s total contracted salary, divided by the number of days employed as reflected in the contract. Absences for illness in excess of the employee’s accumulated and current sick leave shall result in a deduction from the employee’s pay at the daily rate as defined above.

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



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

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

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

Employees who are adopting or seeking to adopt a minor child or minor children may use up to 15 sick leave days in any school year for absences relating to the adoption, including time needed for travel, time needed for home visits, time needed for document translation, submission or preparation, time spent with legal or adoption agency representatives, time spent in court and bonding time. Except for bonding time, documentation shall be provided by the employee upon request. Additional bonding time days may be requested if desired.

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

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

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

### **Military Leave**

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

A staff member who is drafted or called to active duty in the armed forces or who volunteers for military services and is not gone more than four years from date of entry, (unless at the convenience of the government, not more than five years), is entitled to reemployment in a job of

like seniority, pay and status as if the individual had never left. The cooperative shall place such an individual on extended leave without pay and upon release; the person has 90 days to apply for reemployment. The cooperative has two weeks from the date of request to reinstate the individual. The staff member may not be terminated without cause for a period of one year from the date of reinstatement.

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

### **Maternity Leave**

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

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

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

### **Holidays**

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

### **Bereavement**

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

### **Vacation**

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

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

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

### **Personal**

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

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

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

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

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

### **Professional Leave**

“Professional Leave” is leave granted for the purpose of enabling an employee to participate in professional activities (e.g., teacher workshops or serving on professional committees) which can serve to improve the co-op’s instructional program or enhances the employee’s ability to perform his duties.

Professional leave will also be granted when a co-op employee is subpoenaed for a matter arising out of the employee’s employment with the school district. 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 two (2) weeks before the requested leave is to begin, if possible.

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

Date Adopted: Spring 2003

Date Revised: Spring of 2011

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

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) 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.

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

Date Adopted: Spring 2008

Last Revised:

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

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

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

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

Date Adopted: Spring 2006  
Last Revised:

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

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

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

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

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 of 2007

Last Revised: Spring of 2008

### **3.20----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 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 maximum per diem rate of \$32 for in-state trips and \$36 for out-of-state trips. Individual gratuities will not be reimbursed.

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

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

Date Adopted: Spring 2003  
Last Revised: Spring 2008



### 3.21---Tobacco Use

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

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

Date Adopted: Spring 2006

Last Revised

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

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

Date Adopted: Spring of 2007

Last Revised:

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

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

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

1. Using students for preparation or dissemination of campaign materials;
2. Distributing political materials;
3. Distributing or otherwise seeking signatures on petitions of any kind;
4. Posting political materials; and
5. Discussing political matters with students, in the classroom, in other than circumstances appropriate to the frameworks and/or the curricular goals and objectives of the class.

Date Adopted: Spring 2008

Date Revised:

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

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

#### **Definitions**

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

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

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

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

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

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

#### **Process**

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

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

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

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

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

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

The school board will address the grievance at the next regular meeting of the school board, unless the employee agrees in writing to an alternate date for the hearing. After reviewing the Level Two Grievance Form and the director's reply, the board will decide if the grievance, on its face, is grievable under district policy. If the grievance is presented as a "group grievance," the Board shall first determine if the composition of the group meets the definition of a "group grievance." If the Board determines that it is a group grievance, the Board shall then determine whether the matter raised is grievable. If the Board rules the composition of the group does not meet the definition of a group grievance, or the grievance, whether group or individual, is not grievable, the matter shall be considered closed. (Individuals within the disallowed group may choose to subsequently refile their grievance as an individual grievance beginning with Level One of the process.) If the Board rules the grievance to be grievable, they shall immediately commence a hearing on the grievance. All parties have the right to representation by a person of their own choosing who is not a member of the employee's immediate family at the appeal hearing before the Board of Directors. The employee shall have no less than 90 minutes unless a shorter period is agreed to by the employee to present his/her grievance and both parties shall have the opportunity to present and question witnesses. The hearing shall be open to the public unless the employee requests a private hearing. If the hearing is open, the parent or guardian of any student under the age of eighteen years who gives testimony may

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

**Records**

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

**Reprisals**

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

Legal Reference: ACA § 6-17-208

Date Adopted: Spring 2003

Last Revised: Spring 2007

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

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

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

Personnel Policy grievance is based upon:

\_\_\_\_\_

Grievance (be specific):

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

What would resolve your grievance?

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

Supervisor's Response

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

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

Date Adopted: Spring 2003

Last Revised:

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

The O.U.R. Educational Cooperative is committed to having a work environment in which all employees are treated with respect and dignity. Amicable working relationships are best attained in an atmosphere of equal educational and employment opportunity that is free of discrimination. Sexual harassment is a form of discrimination that undermines the integrity of the educational environment and will not be tolerated.

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

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

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

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

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

Actionable sexual harassment is generally established when an individual is exposed to a pattern of objectionable behaviors or when a single, serious act is committed. What is, or is not, sexual harassment will depend upon all of the surrounding circumstances. Depending upon such circumstances, examples of sexual harassment include, but are not limited to: unwelcome touching; crude jokes or pictures; discussions of sexual experiences; pressure for sexual activity; intimidation by words, actions, insults or name calling; teasing related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual, regardless of whether or not the individual self-identifies as homosexual; and spreading rumors related to a person's alleged sexual activities. 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: Spring 2004  
Last Revised: Spring 2011

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

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

Date Adopted: Spring of 2007  
Last Revised:

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

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

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:       (Children's Internet Protection Act; PL 106-554)  
                              20 USC 6777  
                              47 USC 254(h)  
                              A.C.A. § 6-21-107  
                              A.C.A. § 6-21-111

Date Adopted: Spring 2004

Last Revised: Spring 2010

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

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

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

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

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

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

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

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

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

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

Date Adopted: Spring 2004  
Last Revised: Spring 2007

### **3.29 —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.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: Spring 2003

Last Revised: Spring 2008

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

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

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

Substance abuse resources include the following organizations.

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

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

Alcohol & Drug Helpline : 800-821-4357

Region II Prevention Resource Center: 105 E. Crandall, Harrison, AR 72601

870-391-3178

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

Should any employee be found to have been publicly under the influence of, or in illegal possession of, any illegal drug, controlled substance, whether or not engaged in any co-op or school-related activity, and the behavior of the employee, if under the influence, is such that it is inappropriate for an 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 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



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

#### CERTIFICATION

I, hereby certify that I have been presented with a copy of the O.U.R. Educational Cooperative’s drug-free workplace policy, that I have read the statement, and that I will abide by its terms as a condition of my employment with the cooperative.

Signature \_\_\_\_\_

Date \_\_\_\_\_

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

#### Definitions:

Covered active duty means

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

Covered Service Member: is

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

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 to 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.

Qualifying Exigency: Issues that arise due to covered active duty or a call to covered active duty of an employee's spouse, son, daughter, or parent. Examples include issues involved with short-notice deployment, military events and related activities, childcare and school activities, the need for financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and other activities as defined by federal regulations.<sup>1</sup>

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:

- (A) in the case of a member of the Armed Forces, including the National Guard or Reserves, it means an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating- and
- (B) in the case of a veteran who was a member of the Armed Forces, including a member of the National Guard of Reserves, at any time during a period as a covered service member defined in this policy, it means a qualifying (as defined by the U.S Secretary of Labor) injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

Year: for leave other than to care for the serious injury or illness of a covered service member, the twelve (12) month period of eligibility shall begin on the first duty day of the school year.

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

## **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 as amended shall govern.

## **Leave Eligibility**

The district will grant up to twelve (12) weeks of leave in a year in accordance with the Family Medical Leave Act of 1993 (FMLA) as amended to its eligible employees for one or more of the following reasons:

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

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 who has a serious injury or illness as defined in this policy. An eligible employee who cares for such a covered service member is limited for reasons 1 through 5 listed above to a total of 12 weeks of leave during a year as defined in this policy. For example, an eligible employee who cares for such a covered service member for 16 weeks during a 12 month period could only take a total of 10 weeks for reasons 1 through 5.

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 with a serious injury or illness as defined in this policy. A husband and wife who care for such a covered service member is limited for reasons 1 through 5 listed above to a total of 12 weeks of leave during a year as defined in this policy. For example, an eligible employee who cares for such a covered service member for 16 weeks during a 12 month period could only take a total of 10 weeks for reasons 1 through 5.

### **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 6 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 for reason 5 listed above is foreseeable, whether because the spouse, son, daughter, or parent of the employee is on covered active duty, or because of notification of an impending call or order to covered active duty, the employee shall provide such notice to the district as is reasonable and practicable regardless of how far in advance the leave is foreseeable.

When the need for leave is for reasons 3, 4, or 6 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, 4, or 6 listed above, 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<sup>5</sup> determination. If the leave qualifies under the FMLA, the district will notify the employee, either orally or in writing<sup>6</sup>, 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.” As a result, the employee may lose his/her workers’ compensation payments, but for the duration of the employee’s FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

### **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 his/her portion of the cost of the group health plan coverage to the district’s business office on or before it would be made by payroll deduction.

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<sup>7</sup> 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, 4, and 6 listed above 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

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

### **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 6 listed above 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, 2, 3, or 6 listed above 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 1, 2, 3, or 6 listed above 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.

Notes: This policy is similar to Policy 8.23. If you change this policy, review 8.23 at the same time to ensure applicable consistency between the two.

<sup>1</sup> The types and amounts of leave available for a particular type of qualifying exigency are covered in 29 C.F.R. § 825.126. A copy of the CFR is available on the policy update website. Unfortunately, the CFR has not been updated since the FMLA law was amended (and will not be for quite a while). The federal regulation amending process is a bit like ADE Rule amendments except MUCH slower. It is likely that the timelines contained within the regulations will remain the same, but there is a broader range of eligible employees including members of the regular Armed Forces.

<sup>2</sup> Within the context of the FMLA, this is a complicated definition. In an effort to help you be able to apply the definition to the realities of your district, we have attached (as a separate page to the policy) the federal rules which lay out the complexities.

<sup>3</sup> A Department of Labor poster is available at <http://www.dol.gov/esa/regs/compliance/posters/fmla.htm>. Additional forms (one for the employee to take to their health care provider for verification of the reason for his/her leave request and a second one for the district's response to the request for leave) are available at <http://www.dol.gov/esa/whd/fmla/#poster>.

<sup>4</sup> It is difficult for the district to “back charge” FMLA leave. If you have reason to ask for a medical certification, it is wise to notify the employee that the leave will be charged against their yearly allotment of FMLA leave when you request the certification. If it turns out that the leave does not qualify, you will need to readjust the available FMLA leave accordingly.

<sup>5</sup> As used in this policy, “applicable” is a very important word. Some leave taken under FMLA also applies to sick leave and therefore, the employee will get paid for the leave to the extent the employee has sick leave accrued. Other leave taken under FMLA is not applicable to sick leave and therefore the FMLA leave is unpaid. For instance, “applicable leave” in terms of time taken under FMLA due to the birth of a child will vary depending on the language in your district’s policy on sick leave. For instance, if sick leave may be taken “for reason of personal illness or illness in the immediate family” (based on the statutory definition in 6-17-1202, and an employee gives birth to a child, she may take sick leave for the amount of time that her personal physician deems it necessary for her to physically recover from childbirth. Once the medically necessary time has passed, sick leave is no longer appropriate and cannot be used. While under the FMLA, the employee could take additional time off work, she would need to take unpaid FMLA leave for this purpose, unless she had personal days or vacation days available. However, if your district has a much more liberal definition of sick leave in district policy, the results could be entirely different. Another example would be the potential for overlap between pregnancy complications that arise to the level of a “serious health condition.” For instance, pregnancy complications that rose to the level of a “serious health condition” would qualify for both, while missing work for a dentist’s appointment would qualify for sick leave, but would not qualify for FMLA leave. Consult policy 3.8—CERTIFIED PERSONNEL SICK LEAVE when making the determination of what sick leave qualifies under both policies. It may also be helpful to consult 29 CFR 825.114 which is attached at the end of this policy.

<sup>6</sup> If the notice is oral, it must be confirmed in writing no later than the following payday (unless the payday is less than one week after the notice, in which case the notice must be no later than the subsequent payday). The written notice may be in any form, including a notation on the employee’s pay stub.

<sup>7</sup> You may choose the time interval of the required duty to report, but it must be reasonable.

Cross Reference: 3.8—CERTIFIED PERSONNEL SICK LEAVE

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

Date Adopted: Spring 2004  
Last Revised: Spring 2010

## 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.

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

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

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

Date Adopted: Spring of 2007

Last Revised:

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

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

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

Date Revised: Spring 2008

### **3.35—PERSONNEL BENEFITS**

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

**Health Insurance Assistance:** 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 employee

**Life/AD&D** – Paid by cooperative for employee

**Hospital Care** – Paid by cooperative for employee

**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.

**Sick Days:** See leave policy

**Personal or Vacation Days:** See leave policy

**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 2011

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

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

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

Date Adopted: Spring 2004

Last Revised:



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

The assignment of teacher aides shall be made by the director or his/her designee. Changes in the assignments may be made as necessary due to changes in the student population, teacher changes, and to best meet the educational needs of the students.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: Spring of 2008

Last Revised:

### **3.39— CERTIFIED PERSONNEL RECORDS AND REPORTS**

The director or his/her designee shall determine, by individual or by position, those records a certified staff member is responsible to keep and those reports he/she is required to maintain. It is a requirement of employment that all required records and reports be completed, submitted, or otherwise tendered, and be accepted by the supervisor or director as complete and satisfactory, before the last month's pay will be released to the certified employee.

Legal Reference: A.C.A. § 6-17-104

Date Adopted: Spring of 2008

Last Revised:

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

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

The duty to report suspected child abuse or maltreatment is a direct and personal duty, and cannot be assigned or delegated to another person. There is no duty to investigate, confirm or substantiate statements a student may have made which form the basis of the reasonable cause to believe that the student may have been abused or subjected to maltreatment by another person; however, a person with a duty to report may find it helpful to make a limited inquiry to assist in the formation of a belief that child abuse, maltreatment or neglect has occurred, or to rule out such a belief<sup>1</sup>. Employees and volunteers who call the Child Abuse Hotline in good faith are immune from civil liability and criminal prosecution.

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

Legal References: A.C.A. § 12-12-504, 507, 517  
A.C.A. § 12-18-107  
A.C.A. § 12-18-201 et seq.  
A.C.A. § 12-18-402

Date Adopted: Spring 2008

Last Revised:

### **3.41—CERTIFIED PERSONNEL VIDEO SURVEILLANCE AND OTHER MONITORING**

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

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

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

The co-op shall retain copies of video recordings until they are erased which may be accomplished by either deletion or copying over with a new recording.

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

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

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

Date Adopted: Spring 2011

Last Revised:

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

Any employees possessing a teaching license, regardless of whether holding such a license is a condition of employment in the employee's current job assignment, must at all times maintain such a license in good standing with the State Board of Education. Any employee who is reprimanded, has his or her license put under any period of probation, or has his or her license revoked by the State Board of Education pursuant to Arkansas State Board of Education Rules Governing the Code of Ethics for Arkansas Educators will face disciplinary action, up to and including termination or nonrenewal of his or her contract of employment.

Legal References:        Rules Governing the Code of Ethics for Arkansas Educators;  
                                  A.C.A. § 6-11-105  
                                  A.C.A. § 6-17-401  
                                  A.C.A. § 6-17-410  
                                  A.C.A. § 6-17-422

Date Adopted: Spring 2011  
Last Revised:

### **3.44—CERTIFIED PERSONNEL WORKPLACE INJURIES and WORKERS' COMPENSATION**

The cooperative provides Workers' Compensation Insurance, as required by law. Employees who sustain **any** injury at work must immediately notify their immediate supervisor and co-op director, or in the absence of the director notify the business manager. An injured employee must fill out a Form N and the employee's supervisor will determine whether to report the claim or to file the paperwork if the injury requires neither medical treatment or lost work time. While many injuries will require no medical treatment or time lost at work, should the need for treatment arise later, it is important that there be a record that the injury occurred. All employees have a duty to provide information and make statements as requested for the purposes of the claim assessment and investigation.

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

Workers' Compensation absences may be designated as FMLA absences when the criteria are met under FMLA for a serious health condition.

An employee who is absent from work due to a workplace injury or receiving temporary disability benefits due to a Workers' Compensation claim will utilize any sick leave accumulation he or she may have at the rate of 1/3 of a sick leave day for day of absence to bring the total amount of combined income up to 100% of usual contracted pay, unless the employee gives the school district written notice to not use sick leave days in this manner. No employee may realize a net compensation gain from a combination of Workers' Compensation benefits and sick leave in excess of contracted pay. Sick leave days used for workplace injuries will not be restored to the employee.

Cross Reference: 8.23—NONCERTIFIED PERSONNEL FAMILY MEDICAL LEAVE

Legal References: Ark. Workers Compensation Commission RULE 099.33 - MANAGED CARE  
A.C.A. § 11-9-508(d)(5)(A)  
A.C.A. § 11-9-514(a)(3)(A)(i)

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### **3.47—DEPOSITING COLLECTED FUNDS**

From time to time, staff members may collect funds in the course of their employment. It is the responsibility of any staff member to forward funds for deposits to the business manager at least weekly. The director or business manager shall be responsible for determining the need for receipts for funds collected and other record keeping requirements and of notifying staff of the requirements.

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

Date Adopted: Spring 2011

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