

**2015/16**

O.U.R.

COOPERATIVE

**Licensed  
Personnel  
Policies  
Handbook**

## **Section 3-----Licensed Personnel Policies for 2015-16**

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# **LICENSED 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 LICENSED 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 160 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.

#### **Arkansas Professional Pathway To Educator Licensure (APPEL)**

Each employee newly hired by the district to teach under the Arkansas Professional Pathway To Educator Licensure (APPEL) shall initially be placed on the salary schedule in the category of a bachelor’s degree with no experience, unless the APPEL program employee has previous teaching experience which requires a different placement on the schedule. Upon receiving his/her initial or standard teaching license, the employee shall be moved to the position on the salary schedule that corresponds to the level of education degree earned by the employee which is relevant to the employee’s position. Employee’s degrees which are not relevant to the APPEL program’s position shall not apply when determining his/her placement on the salary schedule. A teacher with a non-traditional provisional license shall be eligible for step increases with each successive year of employment, just as would a teacher possessing a traditional teaching license.

#### **Licensed employee, seeking additional area or areas of licensure**

Licensed employees who are working on an alternative licensure plan (ALP) to gain licensure in an additional area are entitled to placement on the salary schedule commensurate with their current license, level of education degree and years of experience. Degrees which are not relevant to the employee’s position shall not apply when determining his/her placement on the salary schedule.

Date Adopted: Pre 2002

Date Revised: Spring 2013

**2015-16 Licensed Salary Schedule For Ozarks Unlimited Resources Cooperative**  
 District Number 0520

Salary Schedule For ABC Teachers, E.C. Special Education Teachers & Speech Pathologists

Steps	Teachers	Teachers2	Speech Path.
	Bachelor	Master	Master
0	\$32,299	\$36,980	44,609
1	32,749	37,480	45,109
2	33,199	37,980	45,609
3	33,649	38,480	46,109
4	34,099	38,980	46,609
5	34,549	39,480	47,109
6	34,999	39,980	47,609
7	35,449	40,480	48,109
8	35,899	40,980	48,609
9	36,349	41,480	49,109
10	36,799	41,980	49,609
11	37,249	42,480	50,109
12	37,699	42,980	50,609
13	38,149	43,480	51,109
14	38,599	43,980	51,609
15	39,049	44,480	52,109
16	39,499	44,980	52,609
17	39,949	45,480	53,109
18	40,399	45,980	53,609
24	40,849	46,480	

\*190 day contract      Contract

\*Fully licensed speech pathologist with master's degree

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

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

Stipend for speech pathologist supervising an aide \$2,500

Stipend for speech pathologist supervising an assistant \$2,000

**Speech stipend based on 1.0 f.t.e. of supervision being 5 days or more weekly.**

**Speech stipend will be prorated when less than 1.0 f.t.e.**

Salary Schedule For Specialists, Coordinators, Asst. Dir, & Supervisors

Steps	Sp. & Coord.	Sp. & Coord.	T.C. Coordinator	T.C./Asst. Dir.	Sp.Ed. Sup. & ABC
	Bachelor	Master	Master	Master	Master
0	47,962	53,962	68,500	73,500	61,573
1	48,712	54,712	69,250	74,250	62,173
2	49,462	55,462	70,000	75,000	62,773
3	50,212	56,212	70,750	75,750	63,373
4	50,962	56,962	71,500	76,500	63,973
5	51,712	57,712	72,250	77,250	64,573
6	52,462	58,462	73,000	78,000	65,173
7	53,212	59,212	73,750	78,750	65,773
8	53,962	59,962	74,500	79,500	66,373
9	54,712	60,712	75,250	80,250	66,973
10	55,462	61,462	76,000	81,000	67,573
11	56,212	62,212	76,750	81,750	68,173

\*Years of experience determined by the director

\*Based on 240 day contract

\*Specialists & coordinators' columns = math, literacy, science, G/T, iTunes

\*Special Ed. Supervisor & ABC column = k12 & preschool supervisors & ABC Coordinator

\*For sp. ed. supervisor & ABC coordinator (HIPPPY & preschool centers) experience based on years in that role

\*For specialists & coordinators experience based on years in education

\*ABC coordinator = supervising both HIPPPY & preschool centers

## 3.2—LICENSED PERSONNEL EVALUATIONS

### Definitions

“Building level or co-op level leader” means an individual employed by the co-op whose job assignment is that of a building level or co-op level administrator or an equivalent role, including an administrator licensed by the State Board of Education, an unlicensed administrator, a supervisor or coordinator who evaluates licensed staff, special education supervisor, or an individual on an Administrator Licensure Completion Plan. Building level or co-op level leader does not include the director.

"Inquiry category" is a category in which the building level, co-op level leader, supervisor/ coordinator who supervises licensed staff, or special education supervisor consistently demonstrates progressing, proficient, and/or exemplary performance on standards and functions in the Leader Excellence and Development System (LEADS) rubric.

“Intensive Category” is a category in which a building level, co-op level leader, supervisor/ coordinator who supervises licensed staff, or special education supervisor receives a rating of not meeting standards on the summative evaluation rubric as defined by the LEADS Rules.

."Novice Category" is a building level, co-op level leader, supervisor/ coordinator who supervises licensed staff, or special education supervisor who has not completed three consecutive years of experience in one district or co-op as a building level or co-op level administrator.

“Probationary” is a building level, co-op level leader, supervisor/ coordinator who supervises licensed staff, or special education supervisor who has transitioned within the co-op from one building level or co-op level administrator/supervisor/coordinator (as defined above) position to another or who is hired by the co-op and has completed his/her novice category period at another district or co-op. The probationary period is one-year.

"Probationary teacher" has the same definition as A.C.A. § 6-17-1502.<sup>3</sup>

"Teacher" has the same definition as A.C.A. § 6-17-2803(19) and also includes co-op staff who serve as a speech language pathologist, content specialist, iTunes U coordinator, vision consultant, and psychological examiner

“Speech language pathologists” are those co-op staff members who provide speech language services to children ages 3-21.

“Content specialists” include co-op staff members who provide content services to member school districts and co-op staff in the areas of mathematics, literacy, science, and gifted/talented.

“iTunes U coordinator” is a co-op staff member who provides digital media support to school districts and co-ops across the state.

“Vision consultant” is a co-op staff member who provides educational services for visually impaired students in Arkansas school districts.



“Psychological examiner” is a co-op staff member who provides psychological exams for referred students.

### **Teachers**

Teachers will be evaluated under the provisions and timelines of the Teacher Excellence Support System (TESS).

The director or designee(s) shall develop procedures to govern the evaluation process and timelines for the evaluations.

Teachers will be evaluated under the schedule and provisions required by TESS. Each school-year, the co-op will conduct a summative evaluation over all domains and components on all probationary teachers as well as any teacher currently on an "intensive support" improvement plan or who has successfully completed intensive support or participated in an improvement plan during the current or previous school-year. All teachers not covered in the previous sentence will have a summative evaluation over all domains and components at least once every four years. To establish the initial four-year rotation schedule for non-probationary teachers to be summatively evaluated, at least one-quarter of each school's non-probationary teachers will be selected for evaluation by drawing out of a hat.

All teachers shall develop a Professional Growth Plan (PGP) annually that must be approved by the teacher's evaluator. If there is disagreement between a teacher and the teacher's evaluator concerning the PGP, the decision of the evaluator shall be final. The teacher's job performance will be measured based on how well the teacher's PGP's goals have been met.

While teachers are required to be summatively evaluated once every four-years, the teacher's evaluator may conduct a summative evaluation in any year.

In addition to a teacher's summative evaluation, an evaluator or designee shall conduct interim teacher appraisals during the year to provide a teacher with immediate feedback about the teacher's teaching practices; engage the teacher in a collaborative, supportive learning process; and help the teacher use formative assessments to inform the teacher of student progress and adapt teaching practices based on the formative assessments.

Evaluators may also conduct informal classroom observations during the year for the same purpose as a formal classroom observation but that are of shorter duration and are unannounced.

### **Building Level or District Level Evaluations**

Building level, co-op level leaders, and supervisors/ coordinator who supervise licensed staff will be evaluated under the schedule and provisions required by LEADS.

The director or designee(s) shall develop procedures to govern the evaluation process and timelines for the evaluations.

Novice category and probationary building level or co-op level leaders, those building level or co-op level leaders, supervisors/coordinators who supervise licensed staff, or special education supervisors who have been placed in the Intensive category, and those building level or co-op level leaders who have not had a summative evaluation the previous two years will have a summative evaluation. A building level, co-op level leader, supervisor/coordinator who

supervise licensed staff, or special education supervisor shall complete a PGP based on the standards and functions determined during the initial summative evaluation meeting with the director or designee. If there is disagreement concerning the PGP, the decision of the evaluator shall be final. In subsequent years, he/she shall revise his/her PGP and associated documents required under LEADS.

The building level, co-op level leader, supervisor/coordinator who supervise licensed staff, or special education supervisor shall annually revise his/her PGP and associated documents required under LEADS. His/her job performance will be measured on how well the PGP's goals are have been met.

To establish the initial three-year rotation schedule for inquiry category building level, co-op level leaders, supervisors/coordinators who supervise licensed staff, or special education supervisors to be summatively evaluated, at least one-third of each school's inquiry category building level, co-op level leaders, supervisors/coordinators who supervise licensed staff, or special education supervisors will be selected for evaluation by drawing out of a hat.

While building level, co-op level leaders, supervisors/coordinators who supervise staff, and special education supervisors are required to be summatively evaluated once every three-years, the director or designee may conduct a summative evaluation in any year.

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\* A.C.A. § 6-17-1502, as interpreted by case law, defines "probationary" as an employee below the level of assistant superintendent who is required by ADE to hold a teaching license to be able to perform his or her job who has completed less than three (3) consecutive years of licensed employment in a single Arkansas district. When an employee changes districts, it also allows for a case-by-case addition of one (1) more year of probation upon action of the board. For TESS' purposes, it's important your district keep track of your licensed employee's probationary status. **Note** that Arkansas' court decisions have determined that any continuous three (3) years of employment at an Arkansas school district satisfies the probationary period even if the licensed employee subsequently changes employment to another district. A school board can place any newly hired licensed employee on probation for the first year of employment by the district; this should be noted in the minutes (in the context of the hiring motion) and noted on the contract of employment. However, there are policy and procedure considerations that need to be addressed for a district to implement this option properly. ASBA recommends your district consult its attorney for advice before proceeding down this path. The bottom line for districts is that for TESS purposes it's important to keep track of each employee's probationary or non-probationary status.

Legal References:     A.C.A. § 6-17-1501 et seq.  
                           A.C.A. § 6-17-2801 et seq.  
                           Arkansas Department of Education Rules Governing the Teacher  
                           Excellence and Support System  
                           Arkansas Department of Education Rules Governing the Leader  
                           Excellence and  
                           Development System (LEADS)

Date Adopted:  
Last Revised: 2015

### **3.3 TEACHER LICENSURE RENEWAL / BACKGROUND CHECKS**

All new employees will be responsible for payment for all required background checks and child maltreatment checks upon initial employment. After initial employment, payments for subsequent required checks, not linked to licensure renewal, will be paid either by state agencies or the co-op.

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

Date Adopted: July 2010  
Last Revised: April 2014

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

#### SECTION ONE

The Board of Directors of the Ozark Unlimited Resources (OUR) acknowledges its authority to conduct a reduction in force (RIF) when a decrease in enrollment, changes 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 cooperative as determined by the co-op director.

In effecting a reduction in force, the primary goals of OUR shall be: what is in the best interests of the member districts of the cooperative, requirements for applicable licensing or accrediting organizations, and the overall needs of the cooperative. A reduction in force will be implemented when the co-op 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 its programs, and its member districts, and by examining the staffing of the cooperative at each department, site, program, grant-funded program, and in each licensure areas.

#### Definitions:

**Department:** Department means the administrative unit of the cooperative. The staff that administers the cooperative as a whole shall constitute a department, excluding the cooperative director, assistant director/teacher center coordinator, and/or teacher center coordinator. Typically, a department has its own distinctive funding stream or source.

**Site:** Site means the school district where a program is located, or, if the program is not located at a school district, site shall mean the administrative offices of OUR, the O.U.R. Children's Center or the Montessori ABC Classroom.

**Program:** Program means a separate organizational unit of OUR that requires licensure and/or expertise and training in a specific disciplinary area. For the purposes of this policy, organizational units include but are not limited to each site where a preschool program exists, and distinct specialist, consultant and coordinator position(s) for a discipline or support area.

**Grant-funded Program:** Grant-funded program refers to a program that is supported in whole or in part from specific funds entrusted to the cooperative to perform specific functions or to implement particular programs.

#### Program Elimination or Program Site Elimination

No seniority shall apply in situations where program elimination occurs or is recommended, program funding is lost, site or program licensure or accreditation is lost, or the site of a program is recommended for closure, elimination or curtailment.

Reduction by licensure area or due to department or program size reduction, at a site, department or program grant loss or reduction or department or program redesign

If a reduction in force becomes necessary in a department, program or site, or due to the need to reduce the size of a department, program or at a site, or department grant loss, program grant loss or reduction, or due to department, program or site redesign, the licensed employee's total number of points shall be the determining factor. The licensed employee with the most points as compared to other licensed employees assigned to the same site and/or program, and/or department, and with the same licensure shall prevail.

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 employee with the fewest points will be laid off first. In the event two or more employees have the same number of points, the employee(s) shall be retained whose name(s) appear first in the board's minutes of the date of hire. There is no right or implied right for any employee to "bump" or displace any other licensed or classified employee.

#### Points

- Years of service in the cooperative—1 point per year  
All licensed position years in the cooperative count including non-continuous years. Service in any position not requiring teacher licensure does not count toward years of service.  
Working fewer than 160 days in a school year shall not constitute a year.

All points awarded must be verified by documents on file with the cooperative by October 15 of the current school year. Each licensed employee's points shall be totaled with licensed employees ranked by the total points from highest to lowest. All licensed employees employed or assigned to a site, department or program being considered for RIF for a reason other than program elimination or program site elimination shall receive a listing of licensed personnel with corresponding point totals. Upon receipt of the list, each licensed employee has ten (10) working days within which to appeal his or her assignment of points with the cooperative director whose decision shall be final.

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

A RIF of any part or portion of a contract of employment, or to reduce salary may also be conducted.

There is no right to recall for any licensed employee who is subject to RIF under this policy.

Legal Reference: A.C.A. § 6-17-2407

Date Adopted: 2005

Last Revised: 2014

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

Contracts may be approved by the board of directors for part-time, nine, ten, eleven, or twelve months. Contract renewals for the director and assistant director will be in January. The contracts of all other licensed and classified employees will renew as provided by law, unless the employee is notified that renewal will not be recommended.

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 2013

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

For the purposes of this policy, professional development (PD) means a set of coordinated, planned learning activities for co-op employees who are required to hold a current license issued by the State Board of Education as a condition of employment that:

- Is required by statute or the Arkansas Department of Education (ADE); or
- Meets the following criteria:
  - Improves the knowledge, skills, and effectiveness of teachers;
  - Improves the knowledge and skills of administrators and paraprofessionals concerning effective instructional strategies and methods;
  - Leads to improved student academic achievement; and
  - Is researched-based and standards-based.

All employees shall attend all local PD training sessions as directed by his/her supervisor.

Each licensed employee shall receive a minimum of 36 hours of professional development annually to be fulfilled between June 1 and May 31. For each employee who is on a 190 day contract, the use of the additional four days (those that were formerly required to be professional development days) shall be determined annually by the director in collaboration with the teacher center coordinator and department heads with use including, but not limited to, professional development and classroom workdays. For employees on extended contracts, professional development hours above 36 may be required as determined annually by the director in collaboration with the teacher center coordinator and department heads.

The co-op may require a licensed employee to receive more PD than the minimum when necessary to complete the licensed employee's PDP. All licensed employees are required to obtain thirty six (36) hours of approved PD each year over a five-year period as part of their licensure renewal requirements. PD hours earned in excess of each licensed employee's required number of hours in the designated year cannot be carried over to the next year.

Licensed employees who are prevented from obtaining the required PD 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 PD shall be made up with PD that is substantially similar to that which was missed and can be obtained by any method, online or otherwise, approved by ADE. This time extension does not absolve the employee from also obtaining the following year's required hours of PD. Failure to obtain required PD or to make up missed PD could lead to disciplinary consequences, up to termination or nonrenewal of the contract of employment.

The goal of all PD activities shall be improved teaching and learning knowledge and skills that result in individual, team, and co-op-wide improvement. The co-op's PD activities shall be research-based and standards-based and in alignment with applicable ADE Rules and/or Arkansas code.

Teachers, administrators, and paraprofessionals shall be involved in the design, implementation, and evaluation of the plan for their own PD offerings. The results of the evaluation made by the participants in each program shall be used to continuously improve the co-op's PD offerings.

Flexible PD hours (flex hours) are those hours which an employee is allowed to substitute PD activities, different than those offered by the co-op, but which is still aligned to the employee's Individual Improvement Plan, Professional Growth Plan, or the co-op's overall goals. The co-op shall determine on an annual basis how many, if any, flex hours of PD it will allow to be substituted for co-op scheduled PD offerings. The determination may be made at an individual program or department basis. The co-op administration and program supervisors/coordinators have the authority to require attendance at specific PD activities. Employees must receive advance approval from the co-op administration and/or program supervisor/coordinator for activities they wish to have qualify for flex PD hours. To the fullest extent possible, PD 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 licensed employee's required hours shall equal one contract day. Hours of PD earned by an employee that is not at the request of the co-op and is in excess of the employee's required hours, or not pre-approved by the co-op administration or program supervisor/coordinator, shall not be credited toward fulfilling the required number of contract days for that employee. Hours earned that count toward the licensed employee's required hours also count toward the required number of contract days for that employee. Employees shall be paid their daily rate of pay for PD hours earned at the request of the co-op that necessitate the employee work more than the number of days required by their contract.

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

To receive credit for his/her PD activity each employee is responsible for obtaining and submitting documents of attendance, or completion for each PD activity he/she attends. Documentation is to be submitted to the program supervisor/coordinator or designee. The co-op shall maintain all documents submitted by its employees that reflect completion of PD programs, whether such programs were provided by the co-op or an outside organization.

To the extent required by ADE Rules, employees will receive up to six (6) hours of educational technology professional development that is integrated within other professional development offerings including taking or teaching an online or blended course.

The following PD shall count toward a licensed employee's required PD hours to the extent the co-op's PD goals includes such training, is approved for flex hours, or is part of the employee's individual growth plan/professional growth plan, and it provides him/her with knowledge and skills for teaching:

- Students with intellectual disabilities, including Autism Spectrum Disorder;
- Students with specific learning disorders, including dyslexia;
- Culturally and linguistically diverse students;
- Gifted students.

Beginning in the 2013-14 school-year and every fourth year thereafter, all mandated reporters and licensed personnel shall receive two (2) hours of PD related to child maltreatment required under A.C.A. § 6-61-133(d)(e)(2). For the purposes of this training, "mandated reporters" includes school social workers, psychologists, and nurses.



Beginning in school-year 2014-15 and every fourth year thereafter, teachers shall receive two (2) hours of PD designed to enhance their understanding of effective parental involvement strategies.

Beginning in school-year 2014-15 and every fourth year thereafter, administrators shall receive two (2) hours of PD 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.

Beginning in the 2015-16 school-year and every fourth year thereafter, all licensed personnel shall receive two (2) hours of PD in teen suicide awareness and prevention which may be obtained by self-review of suitable suicide prevention materials approved by ADE.

Anticipated rescuers shall receive training in cardiopulmonary resuscitation and the use of automated external defibrillators as required by ADE Rule. Such training shall count toward the required annual hours of PD.

For each administrator, the thirty six (36) hour PD requirement shall include training in data disaggregation, instructional leadership, and fiscal management. This training may include the Initial, Tier 1, and Tier 2 training required for directors/superintendents and other designees by ADE's Rules Governing the Arkansas Financial Accounting and Reporting System and Annual Training Requirements.

Program supervisors/coordinators/administrators shall complete the credentialing assessment for the teacher evaluation PD program prior to conducting any summative teacher evaluations.

Teachers' PD shall meet the requirements prescribed under the Teacher Evaluation Support System (TESS).

By the end of the 2014-15 school-year, teachers shall have received professional awareness on the characteristics of dyslexia and the evidence-based interventions and accommodations for dyslexia.

Licensed personnel may earn up to twelve (12) hours of PD 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 state law and current ADE rules that deal with PD. The hours may be earned through online PD approved by the ADE provided the PD relates to the co-op's goals and the teacher's professional growth plan. Licensed personnel who meet the requirements of this paragraph, the associated statute, and ADE Rules shall be entitled to one hour of PD for each hour of approved preparation.

Licensed personnel shall receive five PD hours for each one-hour undergraduate or graduate level college course that meets the criteria identified in law and applicable ADE rules. A maximum of fifteen such hours may be applied toward the thirty six (36) hours of PD required annually for license renewal.<sup>8</sup>

Employees who do not receive or furnish documentation of the required annual PD jeopardize the mission of the co-op. Failure of an employee to receive his/her required annual hours of PD

in any given year, unless due to illness as permitted by law, ADE Rule, and this policy, shall be grounds for disciplinary action up to and including termination.

Approved PD activities may include:

- Conferences/workshops/institutes;
- Mentoring/peer coaching;
- Study groups/learning teams;
- National Board for Professional Teaching Standards Certification;
- Distance and online learning (including ArkansasIDEAS);
- Internships;
- State./district /school programs;
- Approved college/university course work;
- Action research; and
- Individually guided (to be noted in the employee's PDP).

Approved PD activities that occur during the instructional day or outside the licensed employee's annual contract days may apply toward the annual minimum PD requirement.

PD activities shall relate to the following areas:

- Content (K-12);
- Instructional strategies;
- Assessment/data-driven decision making;
- Advocacy/leadership/fiscal management;
- Systemic change process;
- Standards, frameworks, and curriculum alignment;
- Supervision; mentoring/peer coaching;
- Next generation learning/integrated technology;
- Principles of learning/developmental stages/diverse learners;
- Cognitive research;
- Parent involvement/academic planning and scholarship;
- Building a collaborative learning community;
- Student health and wellness; and
- The Code of Ethics for Arkansas Educators.

Additional activities eligible for PD credit, as included in the goals of the co-op and licensed employee's individual improvement plan/professional growth plan, include:

- School Fire Marshall program (A.C.A. § 6-10-110);
- Tornado safety drills (A.C.A. § 6-10-121);
- Literacy assessments and/or mathematics assessments (A.C.A. § 6-15-420);
- Test security and confidentiality (A.C.A. § 6-15-438);
- Emergency plans for terrorist attacks (A.C.A. § 6-15-1302);
- Teacher Excellence and Support System (A.C.A. § 6-17-2806);
- Student discipline training (A.C.A. § 6-18-502);
- Student Services Program (A.C.A. § 6-18-1004);
- Training required by ADE under academic, fiscal and facilities distress statutes and rules; and
- Annual active shooter drills (6-15-1303).<sup>9</sup>

\* There is confusion surrounding districts requiring more than the required PD and employees who get more than their required hours, but do so of their own choosing. A.C.A. § 6-17-807(a) requires districts to pay a teacher their daily rate of pay for days worked in excess of the number in their contract. Each 6 hours of PD equal one day worked. Teachers who are required/requested to attend 6 more hours than they are required by statute to attain have worked an extra day of their contract. This can be addressed by giving the employees a flex PD day off or paying them their daily rate of pay for the extra day worked. Teachers who are so dedicated that, on their own, they get more than their required PD hours do not get credit for a day worked for each 6 hours of excess PD.

\* TESS includes requirements and restrictions on PD that is not otherwise prescribed by law or rule and that varies by whether the teacher has a summative evaluation and/or is on Intensive Support Status. Consult A.C.A. § 6-17-2806 for specifics.

Cross-References: Policy 3.50—ADMINISTRATOR EVALUATOR CERTIFICATION  
Policy 4.37—EMERGENCY DRILLS

Legal References: Arkansas State Board of Education: Standards of Accreditation 15.04  
ADE Rules Governing Professional Development  
ADE Rules Governing the Arkansas Financial Accounting and Reporting  
System  
and Annual Training Requirements

A. C.A. § 6-10-121  
A. C.A. § 6-10-122  
A. C.A. § 6-10-123  
A.C.A. § 6-15-404(f)(2)  
A.C.A. § 6-15-420  
A.C.A. § 6-15-426(f)(g)(h)  
A.C.A. § 6-15-438  
A.C.A. § 6-15-1004(c)  
A.C.A. § 6-15-1302  
A.C.A. § 6-15-1303  
A.C.A. § 6-15-1703  
A.C.A. § 6-16-1203  
A.C.A. § 6-17-703  
A.C.A. § 6-17-704  
A.C.A. § 6-17-708  
A.C.A. § 6-17-709  
A.C.A. § 6-17-2806  
A.C.A. § 6-17-2808  
A.C.A. § 6-18-502(f)  
A.C.A. § 6-18-514(f)  
A.C.A. § 6-20-2204  
A.C.A. § 6-20-2303 (15)  
A.C.A. § 6-41-608  
A.C.A. § 6-61-133

Date Adopted: 2005

Last Revised: Spring 2015

### **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. Accumulated sick leave also includes the sick leave transferred from an employee's previous public school employment. (1)
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.

#### **Leave Time**

All leave time must be taken in increments of fifteen minutes.

#### **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, and, if FMLA is applicable, subject to the certification or recertification provisions contained in policy 3.32 – LICENSED PERSONNEL FAMILY MEDICAL LEAVE, the cooperative may require a written statement from the employee’s physician documenting the employee’s illness. Failure to provide such documentation of illness may result in sick leave not being paid, or in discipline up to and including termination.

Should a teacher be absent frequently during a school year, and said absences are not subject to FMLA leave, 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. If unavailable, the teacher will lose a day’s wages at his/her daily rate of pay.

Temporary reassignment may also be offered or required in certain circumstances as provided in 3.32-Licensed Personnel Family Medical Leave.

If the employees absences are not subject to the FMLA or are in excess of what is protected under the FMLA, absenteeism, to the extent that the employee is not carrying out his assigned duties to an extent that the education of students is substantially adversely affected (at the determination of the director) may result in termination.

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. See also, 3.32 – LICENSED PERSONNEL FAMILY MEDICAL LEAVE which also applies. Except for bonding time, documentation shall be provided by the employee upon request. Additional bonding time days may be requested if desired.

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

When an employee takes sick leave, the co-op shall determine if the employee is eligible for FMLA leave and if the leave qualifies for FMLA leave. The co-op may request additional information from the employee to help make the applicability<sup>3</sup> determination. If the employee is eligible for FMLA leave and if the leave qualifies under the FMLA, the co-op will notify the employee in writing, of the decision within five (5) workdays. If the circumstances for the leave as defined in policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE don’t change, the co-op is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave within any applicable twelve (12) month period. To the extent the employee has accumulated sick leave, any sick leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee’s accrued leave including, once an employee exhausts his/her accumulated sick leave, vacation or personal leave. See 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE .

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

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

district sick leave for personal or family illness or accident, Workers Comp, or FMLA shall be subject to discipline up to and including termination.

### **Donation of Sick Days**

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 (1.0 f.t.e., 240 days) 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 approved at least one week in advance or at the discretion of the director. If vacation is requested, but not approved, and the employee is absent from work in spite of the vacation denial, disciplinary action will be taken against the employee, which may include termination or nonrenewal. They should be scheduled with consideration given to when they least interfere with delivery of services to schools. In no instance shall paid leave in excess of allotted vacation days be granted to an employee who is absent from work while receiving remuneration from another source as compensation for the reason for their absence.

Earned but unused vacation will be paid upon resignation, retirement, termination, or nonrenewal at the employee's current daily rate of pay.

### **Personal**

Full-time staff who are contracted for fewer than twelve (12) months (240 days) and who do not receive vacation days, and any other employee who works at least 190 days but less than 240 days in a year are granted two (2) personal leave days annually. These personal days are prorated when an employee works less than 190 days per year. 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.

Unused personal leave days are not accumulative as personal days but may be accumulated and carried over as accumulated sick days. In no instance shall paid leave in excess of allotted personal days be granted to an employee who is absent from work while receiving remuneration from another source as compensation for the reason for their absence.

The chart noted below will be used to offer opportunities for employees to use some accrued sick days as personal days.

<u>Employee Accrued Sick Days as of July 1 of Current Year</u>	<u>Personal Days Allowed</u>
0-18	2 (only those allocated for year)
19-36	3 (one accrued sick day in addition to the two personal days allotted)
37-54	4 (two accrued sick days in addition to the two personal days)
55-	5 (three accrued sick days in addition to the two personal days)

### **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.



- (1) Act 1180 of 2015 requires that leave transferred from prior public school employment be used first. In addition, the leave must be included in the total count of accumulated sick leave if the co-ops pays out unused sick leave upon retirement.

Date Adopted: Spring 2003

Date Revised: Spring of 2015

### **3.13—LICENSED 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 sick leave will be granted for the employee's participation in such public office. The employee may take 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: Spring 2012

### **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----LICENSED 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.

It is grounds for termination of contract of employment if an employee fails a criminal background check or receives a true report on the Child Maltreatment Central Registry check.(1)

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

An individual with a currently suspended license or whose license has been revoked by the State Board of Education is not eligible to be employed by the co-op; this prohibition includes employment as a substitute teacher, whether directly employed by the co-op or providing substitute teaching services under contract with an outside entity.

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.

Inquiries on non discrimination may be directed to the director of the co-op who may be reached at 870-429-9101 or at the mailing address of P.O. Box 610, Valley Springs, AR 72682.

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

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

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

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

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

1. Indicate on the employment application the category the applicant qualifies for;
2. Attach the following documentation, **as applicable**, to the employment application:

- Form DD-214 indicating honorable discharge
- A letter dated within the last six months from the applicant's command indicating years of service in the National Guard or Reserve Forces as well as the applicant's current status;
- Marriage license;
- Death certificate;
- Disability letter from the Veteran's Administration (in the case of an applicant with a service-related disability).

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

Legal References:     A.C.A. § 6-17-411  
                           A.C.A. § 21-3-302  
                           A.C.A. § 21-3-303

- (1) <sup>1</sup> A.C.A. § 6-17-411 allows an individual who fails the criminal background check or has a true finding on the Child Maltreatment Central Registry to be employed by a district if the State Board grants a waiver. A.C.A. § 6-17-410 provides that the State Board must receive a written request for a hearing for a waiver within thirty (30) days from when notice of the individual's denial, nonrenewal, or revocation is received. Either the school board or the individual seeking employment may request the hearing for a waiver.

A wavier from the State Board for an individual to get a license counts as a waiver for the same offense when hiring.

Date Adopted: 2007  
Last Revised: Spring 2015

### **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 \$36 for in-state trips and \$40 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	<u>\$7</u>	<u>\$8</u>	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	<u>\$12</u>	<u>\$13</u>	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	<u>\$17</u>	<u>\$19</u>	Dinner is normally allowed for your departure trip. It may also be claimed for the return trip if the arrival home is after 7:30 p.m.

Date Adopted: Spring 2003  
Last Revised: Spring 2012

### **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—LICENSED 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:

### **3.24—LICENSED PERSONNEL DEBTS**

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

All employees are expected to meet their financial obligations. If an employee writes "hot" checks or has his income garnished by a judgment creditor, dismissal may result.

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

At the discretion of the director, he or his designee may meet with an employee who has received a second garnishment for the purpose of warning the employee that a third garnishment will result in a recommendation of dismissal to the Board.

At the discretion of the director, a second garnishment may be used as a basis for a recommended dismissal. The director may take into consideration other factors in deciding whether to recommend dismissal based on a second garnishment. Those factors may include, but are not limited to, the amount of the debt, the time between the first and the second garnishment, and other financial problems which come to the attention of the co-op.

Date Adopted: Spring 2013

Last Revised:

### 3.25----GRIEVANCES

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

#### **Definitions**

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

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

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

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

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

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

#### **Process**

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

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

Level Two (when appeal is to the program coordinator): Upon receipt of a Level Two Grievance Form, the program coordinator will have ten working days to schedule a conference with the employee filing the grievance.

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

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

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

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

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

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

**Records**

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

**Reprisals**

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

Legal Reference: ACA § 6-17-208

Date Adopted: Spring 2003

Last Revised: Spring 2007

**3.25F—LICENSED 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—LICENSED 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—LICENSED 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—LICENSED 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 - LICENSED 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 incident at work resulting in injury to the employee requiring medical attention shall require the employee to submit to a drug test, which shall be paid at district expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the

misuse of prescription medications shall be grounds for the denial of worker's compensation benefits in accordance with policy 3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION.<sup>2</sup>

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



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

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

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

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

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

Legal References: 41 USC § 8101, 8103, and 8104 & A.C.A. 11-9-102

Date Adopted: Spring 2004

Last Revised: Spring 2015

### **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— LICENSED PERSONNEL FAMILY MEDICAL LEAVE \***

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

#### **SECTION ONE**

Definitions:

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

**FMLA:** is the Family Medical Leave Act

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

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

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

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

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

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

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

Year: the twelve (12) month period of eligibility shall begin on July first of each school-year.

## Policy

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

## Leave Eligibility

The cooperative 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. (See Section Two)
6. To care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury. (See Section Two)

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

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

## Provisions Applicable to both Sections One and Two

## Co-op Notice to Employees

The co-op shall post, in conspicuous places in each school within the co-op 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.

#### Designation Notice to Employee

When an employee requests FMLA leave or the co-op determines that an employee's absence may be covered under the FMLA, the co-op shall provide written notice within five (5) business days (absent extenuating circumstances) to the employee of the co-op's determination of his/her eligibility for FMLA leave. If the employee is eligible, the co-op may request additional information from the employee and/or certification from a health care provider to help make the applicability determination. After receiving sufficient information as requested, the co-op shall provide a written notice within five (5) business days (absent extenuating circumstances) to the employee of whether the leave qualifies as FMLA leave and will be so designated.

If the circumstances for the leave don't change, the co-op is only required to notify the employee once of the determination regarding the designation of FMLA leave within any applicable twelve (12) month period.

#### Concurrent Leave Under the FMLA

All FMLA leave is unpaid unless substituted by applicable accrued leave. The co-op requires employees to substitute any applicable accrued leave (in the order of sick, personal, or vacation leave as may be applicable) for any period of FMLA leave.<sup>3</sup>

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

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

No employee on FMLA leave for the serious medical condition of a family member may perform work at another, non-district job while on FMLA leave. Employees who do perform work at another, non-district job while on FMLA leave for the serious medical condition of a family member will be subject to discipline, which could include termination or nonrenewal of their contract of employment.

#### Health Insurance Coverage

The co-op 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 co-op. Additionally, if the co-op makes a change to its health insurance benefits or plans that apply to other employees, the employee on FMLA leave must be afforded the opportunity to access additional benefits and/or the same responsibility for changes to premiums. Any changes made to a group health plan

which apply to other co-op employees, must also apply to the employee on FMLA leave. The co-op will notify the employee on FMLA leave of any opportunities to change plans or benefits. The employee remains responsible for any portion of premium payments customarily paid by the employee. When on unpaid FMLA leave, it is the employee's responsibility to submit his/her portion of the cost of the group health plan coverage to the district's business office on or before it would be made by payroll deduction.

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

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

If an employee gives unequivocal notice of intent not to return to work, or if the employment relationship would have terminated if the employee had not taken FMLA leave, the co-op'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 co-op may recover the premiums it paid to maintain health care coverage unless:

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

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

#### Reporting Requirements During Leave

Unless circumstances exist beyond the employee's control, the employee shall inform the co-op every two weeks during FMLA leave of their current status and intent to return to work.

#### Return to Previous Position

An employee returning from FMLA leave is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An equivalent position must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, and authority. Specifically, upon returning from FMLA leave, a teacher

may be assigned to another position that is not necessarily the same as the teacher's former job assignment. The employee may not be restored to a position requiring additional licensure or certification.

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

### Provisions Applicable to Section One

#### Employee Notice to Cooperative

##### Foreseeable Leave:

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

If there is a lack of knowledge of approximately when the leave will be required to begin, a change in circumstances, or an emergency, notice must be given as soon as practicable. As soon as practicable means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case.

When the need for leave is for reasons 3 or 4 listed above, the eligible employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the co-op subject to the approval of the health care provider of the spouse, son, daughter, or parent of the employee.

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

##### Unforeseeable Leave:

When the approximate timing of the need for leave is not foreseeable, an employee shall provide the co-op notice of the need for leave as soon as practicable given the facts and circumstances of the particular case. Ordinarily, the employee shall notify the co-op within two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, telegraph, fax, or other electronic means. If the eligible employee fails to notify the co-op as required unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.

#### Medical Certification

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

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

- a. The original certification is for a period greater than 30 days. In this situation, the co-op may require a recertification after the time of the original certification expires, but in any case, the co-op may require a recertification every six (6) months.
- b. The employee requests an extension of leave;
- c. Circumstances described by the previous certification have changed significantly; and/or
- d. The co-op receives information that casts doubt upon the continuing validity of the certification.

The employee must provide the recertification in fifteen (15) calendar days after the co-op request.

No second or third opinion on recertification may be required.

The co-op may deny FMLA leave if an eligible employee fails to provide requested certification.

#### Substitution of Paid Leave

When an employee's leave has been designated as FMLA leave for reasons 1 (as applicable), 2, 3, or 4 above, the co-op requires employees to substitute accrued sick, vacation, or personal leave for the period of FMLA leave.

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

Workers Compensation: FMLA leave may run concurrently with a workers' compensation absence when the injury is one that meets the criteria for a serious health condition. To the extent that workers compensation benefits and FMLA leave run concurrently, the employee will not be charged for any paid leave accrued by the employee at the rate necessary to bring the total amount of combined income up to 100% of usual contracted daily rate of pay. If the health care provider treating the employee for the workers compensation injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent job, the employee may decline the co-op's offer of a "light duty job." As a result, the employee may lose his/her workers' compensation payments, but for the duration of the employee's FMLA



leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

#### Return to Work

If the co-op's written designation determination that the eligible employee's leave qualified as FMLA leave under reason 4 above stated that the employee would have to provide a "fitness-for-duty" certification from a health care provider for the employee to resume work, the employee must provide such certification prior to returning to work. The employee's failure to do so voids the co-op's obligation to reinstate the employee under the FMLA and the employee shall be terminated.

If the co-op's written designation determination that the eligible employee's leave qualified as FMLA leave under reason 4 above stated that the employee would have to provide a "fitness-for-duty" certification from a health care provider for the employee to resume work and the designation determination listed the employee's essential job functions, the employee must provide certification that the employee is able to perform those functions prior to returning to work. The employee's failure to do so or his/her inability to perform his/her job's essential functions voids the co-op's obligation to reinstate the employee under the FMLA and the employee shall be terminated.

#### Failure to Return to Work:

In the event that an employee is unable or fails to return to work within FMLA's leave timelines, the director will make a determination at that time regarding the documented need for a severance of the employee's contract due to the inability of the employee to fulfill the responsibilities and requirements of their contract.

#### Intermittent or Reduced Schedule Leave

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

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

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

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

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

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

If the employee chooses to transfer to an alternative position it shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be

placed in the same or equivalent job as he/she had when the leave began. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

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

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

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

Leave more than 5 weeks prior to end of the semester

If the eligible, instructional employee begins leave, due to reasons 1 through 4 listed above, more than 5 weeks prior to the end of the academic term, the co-op may require the employee to continue taking leave until the end of the semester, 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 the semester.

Leave less than 5 weeks prior to end of the semester

If the eligible, instructional employee begins leave, due to reasons 1, 2, or 3 listed above, during the period that commences 5 weeks prior to the end of the academic term, the co-op may require the employee to continue taking leave until the end of the semester, if

(A) the leave is of greater than 2 weeks duration; and

(B) the return to employment would occur during the 2-week period before the end of the semester.

Leave less than 3 weeks prior to end of the semester

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

## SECTION TWO

### FMLA LEAVE CONNECTED TO MILITARY SERVICE

#### Leave Eligibility

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

#### QUALIFYING EXIGENCY

An eligible employee may take FMLA leave for any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. Examples include issues involved with short-notice deployment, 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.

#### Definitions:

##### Covered active duty means

- 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
- 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.

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

## Certification

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

## Employee Notice to Cooperative

### Foreseeable Leave:

When the necessity for leave for any qualifying exigency is foreseeable, whether because the spouse, son, daughter, or parent of the employee is on covered active duty, or because of notification of an impending call or order to covered active duty, the employee shall provide such notice to the co-op as is reasonable and practicable regardless of how far in advance the leave is foreseeable. As soon as practicable means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case.

### Unforeseeable Leave:

When the approximate timing of the need for leave is not foreseeable, an employee shall provide the co-op notice of the need for leave as soon as practicable given the facts and circumstances of the particular case. Ordinarily, the employee shall notify the co-op within two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, telegraph, fax, or other electronic means. If the eligible employee fails to notify the co-op as required unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.

## Substitution of Paid Leave

When an employee's leave has been designated as FMLA leave any qualifying exigency, the co-op requires employees to substitute accrued vacation, or personal leave for the period of FMLA leave.

## Intermittent or Reduced Schedule Leave

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

Leave taken by an eligible instructional employees more than 5 weeks prior to end of the semester

If an eligible, instructional employee begins leave due to any qualifying exigency more than 5 weeks prior to the end of the semester, the co-op may require the employee to continue taking leave until the end of the semester, 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 the semester.

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

## SERIOUS ILLNESS

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

Definitions:

Covered Service Member is

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

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

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

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

Serious Injury or Illness:

- (A) in the case of a member of the Armed Forces, including the National Guard or Reserves, it means an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating 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.

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

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

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

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

#### Medical Certification

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

#### Employee Notice to Co-op

##### Foreseeable Leave:

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

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

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

#### Unforeseeable Leave:

When the approximate timing of the need for leave is not foreseeable, an employee shall provide the co-op notice of the need for leave as soon as practicable given the facts and circumstances of the particular case. Ordinarily, the employee shall notify the co-op within two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, telegraph, fax, or other electronic means. If the eligible employee fails to notify the co-op as required unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.

#### Substitution of Paid Leave

When an employee's leave has been designated as FMLA leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury, the co-op requires employees to substitute accrued sick, vacation, or personal leave for the period of FMLA leave.

#### Intermittent or Reduced Schedule Leave

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

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

When granting leave on an intermittent or reduced schedule to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury that is foreseeable based on planned medical treatment, the co-op may temporarily transfer non-instructional eligible employees for the period of scheduled intermittent or reduced leave to an alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had

when the leave began. Specifically, upon returning from FMLA leave, an employee may be assigned to another position that is not necessarily the same as the employee's former job assignment. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

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

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

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

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

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

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

Leave more than 5 weeks prior to end of the semester

If the eligible, instructional employee begins leave, for any qualifying exigency or to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury more than 5 weeks prior to the end of the semester, the co-op may require the employee to continue taking leave until the end of the semester, 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 the semester.

Leave less than 5 weeks prior to end of the semester



If the eligible, instructional employee begins leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury during the period that commences 5 weeks prior to the end of the semester, the co-op may require the employee to continue taking leave until the end of the semester, if

(A) the leave is of greater than 2 weeks duration; and

(B) the return to employment would occur during the 2-week period before the end of the semester.

Leave less than 3 weeks prior to end of the semester

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

Cross Reference: 3.8—LICENSED PERSONNEL SICK LEAVE

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

Date Adopted:

Last Revised: Spring 2014

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

From time to time extra duties may be assigned to licensed 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. Employees who are issued co-op owned cell phones due to the requirements of their position may use the phone for personal use on an “as needed” basis.

Use of cell phones or other electronic communication devices by employees during instructional time for other than instructional purposes is strictly forbidden unless specifically approved in advance by the director or program supervisor, or their designees. Co-op staff shall not be given cell phones or computers for any purpose other than their specific use associated with co-op business. Employees who use a co-op issued cell phones and/or computers for non-co-op purposes, except as permitted by policy, shall be subject to discipline, up to and including termination.

All employees are forbidden from using co-op issued cell phones while driving any vehicle at any time. Violation may result in disciplinary action up to and including termination.

No employee shall use any device for the purpose of browsing the internet; composing or reading e-mails and text messages; or making or answering phone calls while driving a motor vehicle which is in motion and on school property. Violation may result in disciplinary action 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 2014

### **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. -

**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. Employees must work 900 hours or more each year to be eligible for this benefit.

**O.U.R. Benefit Package:** In order to be eligible for the O.U.R. Benefit Package as noted below, employees must work 760 hours or more each year.

1. **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.
2. **Long Term Disability -** Paid by cooperative for employee
3. **Life/AD&D –** Paid by cooperative for employee
4. **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 2013

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

For procedures relating to the termination and non-renewal of teachers, please refer to the Arkansas Teacher Fair Dismissal Act (A.C.A. §§ 6-17-1501 et seq.) and the Teacher Evaluation Support System (A.C.A. §§ 6-17-2801 et seq.). The Acts specifically are not made a part of this policy by this reference.

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

Legal Reference:     A.C.A. § 6-17-201  
                          A.C.A. §§ 6-17-1501 et seq.  
                          A.C.A. §§ 6-17-2801 et seq.

Date Adopted: Spring 2004

Last Revised: 2013

### **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— LICENSED 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—LICENSED 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>d</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—LICENSED 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**

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

Legal References:

A.C.A. § 6-17-401

Date Adopted: Spring 2011

Last Revised: Spring 2012

### **3.44—LICENSED 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. In addition, the employee shall submit to a drug test, which shall be paid at co-op expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medicatives shall be grounds for the denial of worker's compensation benefits.(2)

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

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

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

- Will be charged for a day's sick leave for the all days missed until such time as the WC claim has been approved or denied;
- Whose WC claim is accepted by the WC insurance carrier as compensable and who is absent for eight or more days shall be charged sick leave at the rate necessary, when combined with WC benefits, to bring the total amount of combined income up to 100% of the employee's usual contracted daily rate of pay;
- Whose WC claim is accepted by the WC insurance carrier as compensable and is absent for 14 or more days will be credited back that portion of sick leave for the first seven (7) days of absence that is

not necessary to have brought the total amount of combined income up to 100% of the employee's usual contracted gross pay.

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

Cross References:     3.8—LICENSED PERSONNEL SICK LEAVE  
                           3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT  
                           3.32—LICENSED 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)

Date Adopted: 2010  
Last Revised: 2015

### **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 and preferably daily. 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

Last Revised: 2012

### **3.48—LICENSED PERSONNEL WEAPONS ON CAMPUS**

#### Firearms

Except as permitted by this policy, no employee of the co-op, including those who may possess a “concealed carry permit,” shall possess a firearm on any co-op or district school campus.

Employees who meet one or more of the following conditions are permitted to bring a firearm onto co-op or school property.

- He/she is participating in a school-approved educational course or program involving the use of firearms such as ROTC programs, hunting safety or military education, or before or after-school hunting or rifle clubs;
- The firearms are securely stored and located in an employee’s on-campus personal residence and/or immediately adjacent parking area;<sup>2</sup>
- He/she is a registered, commissioned security guard acting in the course and scope of his/her duties.
- He/she has a valid conceal carry license and leaves his/her handgun in his/her locked vehicle in the co-op parking lot.

Possession of a firearm by a school district employee who does not fall under any of the above categories anywhere on co-op or school property, including parking areas and in or upon a school bus, will result in disciplinary action being taken against the employee, which may include termination or nonrenewal of the employee.

Legal References:      A.C.A. § 5-73-119  
                                  A.C.A. § 5-73-120  
  
                                  A.C.A. § 5-73-124(a)(2)  
                                  A.C.A. § 5-73-301  
                                  A.C.A. § 5-73-306

Date Adopted: Spring 2013

Last Revised: Spring 2015

### **3.50—ADMINISTRATOR EVALUATOR CERTIFICATION**

#### Continuing Administrators

The director or designee shall determine and notify in writing by August 31 of each year those currently employed supervisors, coordinators, and administrators who will be responsible for conducting Teacher Excellence Support System (hereinafter TESS) summative evaluations who are not currently qualified to fulfill that role. All currently employed supervisors, coordinators, and administrators so notified shall have until December 31 of the contract year to successfully complete all training and certification requirements for evaluators as set forth by the Arkansas Department of Education (ADE). It shall constitute just and reasonable cause for nonrenewal of the contract of employment for any supervisor, coordinator, and administrator who is required to obtain and maintain TESS evaluator certification, as a term and condition of employment, to fail to do so by December 31 of any contract year. No supervisor, coordinator, or administrator may conduct a summative evaluation unless they have successfully completed all training and certification requirements for evaluators required by the ADE.

#### Newly Hired or Promoted Administrators

All newly hired or newly promoted supervisors, coordinators, and administrators who will be responsible for evaluating licensed staff under TESS, as a term and condition of their acceptance of their contract of employment for their administrative position, are required to obtain and maintain evaluator certification for TESS on or before December 31 of the initial administrative contract year, unless they are explicitly excused from such a contractual requirement by board action at the time of the hire or promotion. It shall constitute just and reasonable cause for nonrenewal of the contract of employment for any newly hired or newly promoted supervisor, coordinator, and administrator who is required to obtain and maintain TESS evaluator certification, as a term and condition of employment, to fail to do so by December 31 of any contract year. No supervisor, coordinator, or administrator may conduct a summative evaluation unless they have successfully completed all training and certification requirements for evaluators required by the ADE.

Legal Reference: Arkansas Department Of Education Rules Governing The Teacher Excellence And Support System 4.05

Date Adopted: Spring 2014

Last Revised: