

Southwest Arkansas Education Cooperative

2022-2023 Personnel Policy Manual

GOVERNANCE AND OPERATIONS

1.1—LEGAL STATUS OF THE AGENCY AND BOARD OF DIRECTORS

I. AUTHORITY AND NAME OF AGENCY

The name of the agency shall be the Southwest Arkansas Education Cooperative (SWAEC). Act 610 of 1989 has amended the original legislation governing cooperatives, Act 349 of 1985. Board policy to comply with both acts is included in these policies.

II. MISSION

The purpose of the SWAEC is to provide the best possible services to our educational community. The staff will maintain a progressive perspective to cooperatively foster quality leadership through professional growth and development; dissemination of current research, materials and strategies; and assistance in meeting the ever-changing needs of the diverse population served.

While the Board has a broad range of powers and duties, its individual members only have authority when exercising their responsibilities in a legally convened meeting acting as a whole. The sole exception is when an individual member has been delegated authority to represent the Board for a specific, defined purpose. In matters such as personnel discipline initiated by the Director, the Board serves as a finder of fact, not unlike a jury. For this reason, the Board should not be involved in or, to the extent practicable, informed of the facts or allegations of such matters prior to a board hearing or those disciplinary matters in which the Board could become involved.

III. GENERAL GOALS

The primary goal of the Cooperative is service to the member districts. Service needs and desires of the local districts will determine the services provided by the SWAEC, as well as the DESE's desire to make service available to the schools via the education service cooperatives.

The SWAEC will strive to provide:

1. Requested services that individual schools have not or cannot provide;
2. Requested services more economically and more efficiently than services can be provided on an individual basis; and
3. Services to all interested districts in an equitable manner.

It is the policy of the Southwest AR Education Cooperative Board that its actions will be taken with due regard for its legal responsibilities and in the belief that its actions shall be in the best interests of its member Cooperatives and the Cooperative as a whole.

Legal Reference: A.C.A. § 6-13-620

Date Adopted: November 10, 1994

Last Revised:

1.2---GOVERNANCE

A. Board of Directors

The governing body, hereafter referred to as the Board of Directors, shall consist of one representative appointed by each school district board of directors within the boundary of the cooperative. A majority of the representatives shall constitute a quorum and a majority a vote of the quorum will rule on the proposals.

B. Board Meetings

The Board of Directors is required by law to meet at least eight (8) times per year; however, monthly meetings are scheduled for the second Wednesday of each month.

C. Selection of Officers

At the May board meeting, the President of the Board of Directors shall appoint a committee to compile a slate of officers for the Cooperative for the following fiscal year.

The slate of nominees shall be presented at the June meeting and the slate of officers approved for the following year. The officers shall consist of a president, vice president, and secretary. The officers shall hold office from July 1 until June 30 of the following year.

Date Adopted: November 10, 1994

Last Revised:

1.3—DUTIES OF THE PRESIDENT

The duties of the President of the Board of Education shall include, but shall not be limited to:

- Presiding at all meetings of the Board;
- Calling special meetings of the Board;
- Working with the Director to develop Board meeting agendas;
- Signing all official documents that require the signature of the chief officer of the Board of Education;
- Appointing all committees of the Board and serving as ex-officio member of such committees; and
- Performing such other duties as may be prescribed by law or action of the Board.

The President shall have the same rights as other members to offer resolutions, make or second motions, discuss questions, and to vote.

Legal Reference: A.C.A. § 6-13-619 (a) (1)

Date Adopted: June 16, 2014

Last Revised:

1.4—DUTIES OF THE VICE-PRESIDENT

The duties of the Vice President of the Board shall include:

1. Serving as presiding officer at all school board meetings from which the President is absent; and
2. Performing such other duties as may be prescribed by action of the Board.

Date Adopted: June 16, 2014

Last Revised

1.5—DUTIES OF THE SECRETARY

The duties of the Secretary of the Board shall include:

1. Serving as presiding officer in the absence of the President and the Vice President;
2. Signing all official documents that require the signature of the Secretary of the Board of Education;
3. Calling special meetings of the Board; and
4. Performing such other duties as may be prescribed by the Board.

Legal Reference: A.C.A. § 6-13-619 (a) (1) (b)

Date Adopted: June 16, 2014

Last Revised:

1.6—BOARD MEMBER DUTIES, INCLUDING VOTING

The Board of Directors shall:

1. Be responsible for the appointment and/or dismissal of the Cooperative Director;
2. Select and/or dismiss SWAEC employees, based upon the recommendation of the Director;
3. Maintain general responsibility regarding policies and practices to ensure the integrity and trust of the public with regard to the operation of the Cooperative. Such responsibilities will include, but are not limited to:
 - a. Approval of a tentative budget;
 - b. Periodical review of receipts and disbursements;
 - c. Compliance with applicable laws and statutes;
 - d. Approve personnel policies;
 - e. Monitoring of the annual program to see if services and programs are consistent with district needs;
 - f. Carry out other duties which may be required for efficient operation of the Cooperative;
 - g. Submit a proxy of the representative(s) to attend SWAEC Board of Director meetings in place of the representative. The representative shall submit a proxy form at the beginning of each school year with the name of their designee(s).

Establishment of a Quorum

A quorum of the Board is a majority of the membership of the Board. No vote or other board action may be taken unless there is a quorum present. A majority of the quorum voting affirmatively is necessary for the passage of any motion. Except as provided in Policy 1.6.1—ATTENDING MEETINGS REMOTELY, a Board member must be physically present at a meeting to be counted toward establishing a quorum or to be eligible to vote. A quorum must be physically present for a board to enter executive session for any reason.

Voting and failure to vote

All Board members, including the President, shall vote on each motion, following a second and discussion of that motion.

Failure of any Board member to vote, while counted as present in the meeting room, shall be counted as a “no” vote, i.e., a vote against the motion.

Only those votes taken by the Board in open session are legally binding. No motion made or vote taken in executive session is legally binding, although a non-binding, unofficial and non-recorded vote may be taken in executive session to establish consensus or further discussion.

Abstentions from Voting

In order for a Board member to abstain from voting, he/she must declare a conflict and remove himself from the meeting room during the vote. A Board member who removes himself/herself from a meeting during a vote due to a conflict of interest shall not be considered present at the meeting for the purpose of establishing a quorum until the member returns to the meeting after the vote.

In accordance with Policy 1.6.1, a board member who is attending remotely shall be treated as having left the room for any vote on an item discussed in executive session even if the board member is remotely present for the vote. The minutes shall record the board member attending remotely by name and describe the board member as non-voting in accordance with A.C.A. § 6-13-619(d)(3)(B)(ii)

Legal Reference:
A.C.A. § 6-13-619 (c)
A.C.A. § 25-19-106(c) (4)

Date Adopted: June 16, 2014
Last Revised: April, 2020

1.6.1—ATTENDING MEETINGS REMOTELY

The Board of Directors permits members who would be otherwise unable to physically attend a board meeting to attend the meeting remotely. Except where prohibited by this policy, a board member who attends remotely shall have the same rights and privileges as if the board member were physically present. A board member who will be unable to physically attend a board meeting is responsible for notifying the director at least one (1) hour prior to the scheduled meeting time that the member will be unable to physically attend the meeting and intends to attend remotely.

The method used to permit members of the board of directors to attend remotely shall:

1. Provide a method for the President or Secretary of the Board of Directors to verify the identity of the member(s) attending remotely;
2. Allow the members of the Board physically present and members of the public to hear the member(s) attending remotely at all times; and
3. Allow the member(s) attending remotely to hear the members of the Board of Directors physically present at the meeting at all times and any public comment.

A board member attending remotely shall not:

- a) Attend an executive session or closed hearing; or
- b) Vote on an issue that is the subject of an executive session or closed hearing.

The Board minutes shall indicate if a board member is attending remotely and the method used to permit the member to attend remotely. If an executive session occurs during a meeting when a board member is attending remotely, the minutes will treat the board member attending remotely as though the member had left the room for any vote on a subject discussed in the executive session.

Up to three (3) times per calendar year, the Board of Directors may count a board member attending remotely for the purpose of establishing a quorum. A board member attending remotely used to establish a quorum shall not be counted to determine if the Board may enter executive session. The three (3) times when a remotely attending member may be counted towards a quorum is per Board and not per each individual board member.

A.C.A. § 6-13-619(c) (3) requires a quorum of the board to be physically present for the board to enter executive session.

Legal Reference: A.C.A. § 6-13-619

Date Adopted: May 20, 2015
Last Revised:

1.7—GOVERNANCE BY POLICY

The Cooperative shall operate within the legal framework of the State and Federal Constitutions, and appropriate State and Federal statutes; State and Federal regulations; and State and Federal court decisions. The legal framework governing the Cooperative shall be augmented by policies adopted by the SWAEC Board of Directors, which shall serve to further define the operations of the Cooperative.

When necessitated by unforeseen circumstances, the Director shall have the power to decide and take appropriate action for an area not covered by the legal frameworks or a policy of the Board. The Director shall inform the members of the Board of such action. The Board shall then consider whether it is necessary to formulate and adopt a policy to cover such circumstances.

The official copy of the policy manual for the Cooperative shall be kept in the Director's office. Copies of the manual within the Cooperative shall be kept current, but if a discrepancy occurs between manuals, the Director's version shall be regarded as authoritative.

Administrative regulations shall be formulated to implement the intentions of the policies of the Board. Regulations may be highly specific. The Board shall review administrative regulations prior to their implementation.

Date Adopted: June 16, 2014

Last Revised: April, 2020

1.8—POLICY FORMULATION

General Policies

Policies that are not personnel policies may be recommended by:

- The Board or any member of the Board;
- The Director, Assistant Director/Teacher Center Coordinator, any other administrator or employee of the Cooperative;
- Committee appointed by the Board; or
- Any member of the public.

Policies adopted by the Board shall be within the legal framework of the State and Federal Constitutions, and appropriate statutes, rules, and court decisions.

Except for personnel policies, when reviewing a proposed policy (non-personnel), the Board may elect to adopt, amend, refer back to the person proposing the policy for further consideration, take it under advisement, reject it, or refuse to consider such proposal.

Licensed and Classified Personnel Policies

Personnel policies (including employee salary schedules) shall be created, amended, or deleted in accordance with State law:

(1) Board Proposals:

The Board may adopt a proposed personnel policy by a majority vote. Such policies may be proposed to the Board by a Board member or the Director. The Board may choose to adopt the proposal, as a proposal only, by majority vote.

Following the adoption of a proposed personnel policy, the proposal must be presented to the appropriate Personnel Policy Committee (PPC). Such presentation shall be in writing, to all members of the Committee.

When the PPC has possessed the proposed personnel policy for a minimum of ten (10) working days from the date the PPC received the proposed policy (i.e., ten (10) work days, not including weekends or state or national holidays), the Chairman of the PPC, or the Chairman's designee, shall be placed on the Board of Directors' meeting agenda to make an oral presentation to the Board to address the proposed policy. Following the presentation, the Board may vote at the same meeting at which the proposal is made, or, in any case, no later than the next regular Board meeting to:

- (a) Adopt the Board's original proposed policy as a policy;
- (b) Adopt the PPC's counter proposed policy as a policy; or
- (c) Refer the PPC's counter proposed policy back to the PPC for further study and revision. Any such referral is subject to the same adoption process as a proposed policy originating from the board.

(2) Personnel Policies Committee Proposals:

Either PPC may recommend changes in personnel policies to the Board. When making such a proposal, the Chairman of the PPC, or the Chairman's designee, shall be placed on the Board of Directors meeting agenda to make an oral presentation to the Board.

The Board may vote on the proposed policy at the same meeting at which the proposal is made, or, in any case, no later than the next regular Board meeting. In voting on a proposed policy from the Personnel Policies Committee, the Board may:

- (a) Adopt the proposal;
- (b) Reject the proposal; or
- (c) Refer the proposal back to the Personnel Policies Committee for further study and revision.

When the Board is revising the licensed and classified personnel salaries, the Board of Directors shall, as required by Arkansas law, review and approve by a written resolution any employee's salary increase of five percent (5%) or more for the employee.

A copy of all personnel policies shall be signed by the president of the Board of Directors and kept in a central records location.

All personnel policies must be sent to the PPC for the minimum ten (10) days regardless of the intended effective date of the policy.

Effective date of policy changes:

All personnel policy changes enacted during one fiscal year will become effective on the first day of the following fiscal year, July 1. This specifically includes any changes made between May 1 and June 30 to ensure compliance with state or federal laws, state rules, or federal regulations or the AR Department of Elementary Secondary Education Commissioner's Memos. In addition, changes to policies to maintain compliance with state or federal laws, state rules, federal regulations, or Commissioner's Memos that are after June 30 but are adopted within ninety (90) days from the effective date of the legal change that created the need for the policy adoption shall become effective on the final date of adoption.

Changes made to personnel policies between May 1 and June 30 that are **not** made to ensure compliance with state or federal laws, state rules, or federal regulations will take effect on July 1 of the same calendar year provided no later than five (5) working days after final board action, a notice of the change is sent to each affected employee. The notice of the change must include:

- a. The new or modified policy or policies provided in a form that clearly shows the additions underlined and the deletions stricken;
- b. A statement that due to the change(s), the employee has the power to unilaterally rescind his/her contract for a period of thirty (30) days after the school board took final action on the policy (policies). The rescission must be in the form of a letter of resignation within the thirty (30) day period.

Except for policy changes to ensure compliance with changes in the law that are adopted within the ninety (90) day window for a policy change to be made effective prior to July 1 of the following fiscal year, a vote must be taken of all licensed personnel or all classified personnel, as appropriate, with the vote conducted by the appropriate PPC.

If, by a majority vote, the affected personnel approve, the policy becomes effective as of the date of the vote, unless otherwise specified by the Board in requesting such a vote. No staff vote taken prior to final Board action will be considered effective to make a policy change.

All non-personnel policy changes may become effective upon the Board's approval of the change, unless the Board specifies a different date.

Legal References:

A.C.A. § 6-13-619(c)

A.C.A. § 6-13-635

A.C.A. § 6-17-201 et seq.

A.C.A. § 6-17-2301 et seq.

A.C.A. § 6-18-502(b) (1) (2)

Date Adopted: June 16, 2014

Last Revised: June 6, 2019

1.9—COMMITTEES

From time to time, in order to obtain and/or encourage public participation in the operation of the Cooperative, the Board may appoint committees, which may include members of the public, parents, and Cooperative employees, as well as members of the Board.

Any committee, which includes among its members a member of the Board, shall operate according to the requirements of the Arkansas Freedom of Information Act.*

* Legal Reference: A.C.A. § 25-19-106

Date Adopted: June 16, 2014

Last Revised:

1.10—MEETING AGENDA

The agenda guides the proceedings of the Board meeting. The Director shall prepare the agenda with consultation from the Board President. Other members of the Board who desire to have an item placed on the monthly agenda may do so by contacting the Director or, in writing, the Board President by the date established in this policy and the item will be duly considered for inclusion.

The chairman of the PPC, or the chairman's designee, shall be placed on the Board of Directors' meeting agenda to make an oral presentation to the Board to address either a personnel policy proposed by the Board that the PPC committee has possessed for no less than 10 work days or a personnel policy that the PPC wishes to propose to the Board.

Cooperative patrons wishing to have an item placed on the Board meeting's agenda must submit their requests, in writing to the Director, at least 5 days prior to the meeting of the Board. The written request must be sufficiently descriptive to enable the Director and Board President to fully understand and evaluate its appropriateness to be an agenda item. Such requests may be accepted, rejected, or referred back to the individual for further clarification.

The Director shall notify the Board President of all written requests to be placed on the agenda along with the Director's recommendation concerning the request. No item shall be placed on the agenda that would operate to prejudice the Board concerning a personnel matter that could come before the Board for disciplinary or employment considerations or that is in conflict with other Cooperative policy or law.

Patrons whose written request to be placed on the meeting's agenda has been accepted shall have no more than 30 minutes to present to the Board unless specifically granted additional time by the majority of the Board. The speaker shall limit his/her comments to the approved topic/issue or forfeit his/her right to address the Board. The members of the Board will listen to the patron's presentation, The Board may choose to discuss the issue presented at a later meeting, but is under no obligation to do so.

The Director shall be responsible for Board members receiving copies of the Agenda with all accompanying pertinent information at least 3 days prior to the meeting.

This policy's advance notice requirements do not apply to special or called board meetings.

Legal References:

A.C.A. § 6-13-619(a) (2)

A.C.A. § 6-17-205(c)

Date Adopted: June 16, 2014

Last Revised:

1.11—TORT IMMUNITY

The Cooperative, as well as its agents, officers, employees, and volunteers are immune from liability for negligence, pursuant to A.C.A. § 21-9-301. When allegations of negligence are raised, whether in litigation or not, the statutory grant of immunity will be asserted.

Date Adopted: June 16, 2014

Last Revised

1.12—NEPOTISM

DEFINITIONS:

“Commissioner” means the Commissioner of Elementary and Secondary Education.

Family or family member means:

- a. An individual’s spouse;
- b. Children of the individual or children of the individual’s spouse;
- c. The spouse of a child of the individual or the spouse of a child of the individual’s spouse;
- d. Parents of the individual or parents of the individual’s spouse;
- e. Brothers and sisters of the individual or brothers and sisters of the individual’s spouse;
- f. Anyone living or residing in the same residence or household with the individual or in the same residence or household with the individual’s spouse; or
- g. Anyone acting or serving as an agent of the individual or acting or serving as an agent of the individual’s spouse.

Initially employed means:

- A. Employed in either an interim or permanent position for the first time or following a severance in employment with the school Cooperative;
- B. A change in the terms and conditions of an existing contract, excluding:
 - I. Renewal of a teacher contract under A.C.A. § 6-17-1506;
 - II. Renewal of a non certified employee’s contract that is required by law; or
 - III. Movement of an employee on the salary schedule, which does not require board action.

NEW HIRE OF BOARD MEMBER’S RELATIVE AS COOPERATIVE EMPLOYEE

The Cooperative shall not initially employ a present board member’s family member for compensation in excess of five thousand dollars (\$5,000) unless the Cooperative has received approval from the Commissioner. The employment of a present board member’s family member shall only be made in

unusual and limited circumstances. The authority to make the determination of what qualifies as “unusual and limited circumstances” rests with the Commissioner whose approval is required before the employment contract is effective, valid, or enforceable.

Initial employment for a sum of less than five thousand dollars (\$5,000) per employment contract or, in the absence of an employment contract, calendar year does not come under the purview of this policy and is permitted.

The board member whose family member is proposed for an employment contract, regardless of the dollar amount of the contract, shall leave the meeting until the voting on the issue is concluded and the absent member shall not be counted as having voted.

EXCEPTION: SUBSTITUTES

Qualified family members of board members may be employed by the Cooperative as substitute teachers, substitute cafeteria workers, or substitute bus drivers for a period of time not to exceed thirty (30) days per fiscal year.

A family member of a board member having worked as a substitute for the Cooperative in the past does not “grandfather” the substitute. The 30-day maximum limit is applied in all cases.

EXISTING EMPLOYEES WHO ARE FAMILY MEMBERS OF BOARD MEMBERS—RAISES, PROMOTIONS OR CHANGES IN COMPENSATION

Any change in the terms or conditions of an employment contract including length of contract, a promotion, or a change in the employment status of a present board member’s family member that would result in an increase in compensation of more than two thousand five hundred dollars (\$2,500), and that is not part of a state mandated salary increase for the employee in question, must be approved by the Commissioner before such changes in the employment status is effective, valid, or enforceable.

Legal References: A.C.A. § 6-24-102, 105

Date Adopted: June 16, 2014

Last Revised: April, 2020

1.13—COOPERATIVE AUDITS

The Cooperative’s annual audit serves as an important opportunity for the Board of Directors to review the fiscal operations and health of the Cooperative. As such, it is vital Board members receive sufficient explanation of each audit report to enable the members to understand the report’s findings and help them better understand the Cooperative’s fiscal operations.

The Cooperative shall have an audit conducted annually within the timelines prescribed by law. The audit shall be conducted by Arkansas Legislative Audit or through the audit services of a private certified public accountant(s) approved by the Board.

The Board of Directors shall review each annual audit at the first regularly scheduled board meeting following the receipt of the audit if the Cooperative received the audit prior to ten (10) days before the regularly scheduled meeting. If the audit report is received less than ten (10) days prior to a regularly scheduled board meeting, the Board may review the report at the next regularly scheduled board meeting following the ten (10) day period.

The Director shall present sufficient supporting/background information relating to the report’s findings and recommendations which will enable the Board of Directors to direct the Director to take appropriate action in the form of a motion or motions relating to each finding and recommendation contained in the audit report. Actions to be taken will be in sufficient detail to enable the Board of Directors to monitor the Cooperative’s progress in addressing substantial findings and recommendations and subsequently determine that they have been corrected. The minutes of the Board’s meeting shall document the review of the audit findings and recommendations along with any motions made by the Board or actions directed to be taken by the Director or designee.

Legal References: A.C.A. § 6-1-101(d) (1) (2) (3)
A.C.A. § 6-13-620(6) (F)

Date Adopted: June 16, 2014

Last Revised: April, 2020

1.14---Teacher Center Committee (TCC)

1. Each LEA shall have at least one representative on the TCC. The ratio of classroom teachers to administrative/support personnel will be 1/1.
2. It will be the responsibility of the TCC, with the approval of the governing body, to make adjustments in its own make-up and designate the category from which each LEA will select its representative.
3. Each committee member will be elected or appointed for a term of three years.
Exception—see next item on initial membership.
4. The initial make-up of the TCC will be determined by drawing for positions. Each slip will designate the classification (teacher or administrative/support) to be selected from each LEA and the length of the term. The initial membership will be divided as equally as possible between one, two, and three-year terms.
5. The TCC will select from its membership a chairperson, vice chairperson, and secretary. These officers will be elected for one-year terms. They may succeed themselves one time. The election will be held at the last meeting during the school year, with the term of office to start with the succeeding school year.
6. The TCC serves in an advisory capacity to the coordinator, Director, and governing body. Its advice should cover all areas of curriculum and instruction, such as:
 - a. Materials for the media and instructional materials centers;
 - b. Formulation of the staff development program(s), including suggestions for credit and non-credit undergraduate and graduate courses desired, and such in-service activities for teachers as integrated technology, state initiatives, mentoring, CWT, classroom management, and other interdisciplinary subject-matter, or grade-level programs needed;
 - c. Advise on curriculum development activities and projects the Cooperative should sponsor so that school specialists and/or individual teachers may work on curriculum construction and/or revision;
 - d. Plan with the Teacher Center Coordinator the program content, personnel, times and places for the spring semester, fall semester, and summer workshops;
 - e. Meet at least three times each year—more often if deemed necessary.

Date Adopted: November 10, 1994

Last Revised:

1.15—PUBLIC GIFTS AND DONATIONS

The Cooperative and the Board of Education may receive monetary gifts or donations of goods or services which serve to improve or enhance the goals of the Cooperative. Any gifts to the Cooperative become the property of the Cooperative and are subject to the same regulations as any other Cooperative owned property.

It is a breach of ethical standards and a violation of Arkansas law for any Board member, administrator, or Cooperative employee to, in any manner, receive a gift in return for employment, or to influence the award of any contract or transaction with the Cooperative. Prior to accepting any gift or donation in the name of a school or the Cooperative, all personnel shall examine the “reasonableness” of the gift against its potential for real or perceived violation of the aforementioned ethical standards.

The Board reserves the right to not accept any gift or donation that would not contribute to the attainment of Cooperative goals or that would obligate the Cooperative to unacceptable outlays of Cooperative resources. The administration shall present for Board consideration and approval any gifts or donations they deem could so obligate the Cooperative.

The Board will strive to honor the donor's intent regarding gifts earmarked for a specific purpose. Laws and Cooperative's needs change with time and the Cooperative reserves the right to adjust the use of any gift to meet current needs of the educational program.

Legal References: A.C.A. § 6-24-110
 A.C.A. § 6-24-112

Date Adopted: June 16, 2014
Last Revised:

1.16—VISITORS TO THE COOPERATIVE

Parents, grandparents, legal guardians, business, and community members are welcome and encouraged to visit the Cooperative. To minimize the potential for disruption of the work and teacher learning environment, visitors, for a purpose other than to attend an activity open to the general public or a visit to the Teacher Center, are required to first report to the front office. No one shall be exempt from this requirement. Visitors who are Level 3 or Level 4 sex offenders may only enter a school campus under the provisions listed in adopted Cooperative policy.

Visits to individual workstations during work time are permitted on a limited basis with the employee's immediate supervisor's prior approval and the Director's knowledge.

The Cooperative has the right to ask disruptive visitors to leave its building. Cooperative administration is authorized to seek the assistance of law enforcement officers in removing any disruptive visitors who refuse to leave Cooperative property when requested to do so.

Legal References: A.C.A. § 6-21-606
 A.C.A. § 6-21-607

Date Adopted: June 16, 2014
Last Revised:

1.17—SEX OFFENDERS ON CAMPUS (MEGAN’S LAW)

The Cooperative shall work with area law enforcement in a manner consistent with applicable state law and AR Department of Elementary Secondary Education Regulations to communicate the presence of a sexual offender. When necessary, law enforcement may contact Cooperative administration and to provide information concerning registered sex offenders. The decision regarding which staff to notify rests solely with law enforcement officials who use a rating system to determine those needing to be notified according to the sex offender’s dangerousness to the community.

Administration should, in turn, notify any employee who in the course of their employment is regularly in a position to observe unauthorized persons on or near the Cooperative’s property in the ordinary course of their employment. Employees notified could include any of the following: aides, van drivers, maintenance staff, professional support staff, school level administrative staff, security personnel, teachers’ assistants, and teachers.

It is important that personnel receiving notice understand that they are receiving sex offender notifications in their official capacity and are **not** to disseminate information about an offender to anyone outside the school. If Cooperative personnel are asked about notification information by an organization using Cooperative facilities, they should be referred to the area law enforcement agency that issued the notice. Personnel may inform the press about procedures that have been put in place and other general topics, but may not reveal the name or any other specifics regarding an offender.

A parent or guardian who is a Level 1 or Level 2 sex offender shall be allowed to enter the campus to attend parent function or any other activity, which is appropriate for a parent or guardian, or community member.

Level 3 and Level 4 sex offenders may only enter the campus in the following instances:

1. To attend a graduation or baccalaureate ceremony, or a Cooperative sponsored event;
2. The offender is a parent or guardian of a student serviced by the Cooperative and goes directly to the office to have personnel deliver medicine, food, or personal items for the student;
3. The offender is a parent or guardian of a student and enters the campus where the student is to attend a scheduled parent-function **and** the offender is escorted to and from the conference by a designated official or employee.

A Level 3, but not a Level 4, sex offender may attend a school sponsored event for which an admission fee is charged or tickets are sold or distributed if the sex offender:

- Is the parent, guardian, grandparent, great-grandparents or is related by blood or marriage within the second (2nd) degree of consanguinity to a student attending classes at the cooperative; and
- Notifies the administration of the school in writing at least twenty-four (24) hours before the start of the event that he or she will be attending the event.

A Level 3 and Level 4 sex offender who is the parent or guardian of a child served by the Cooperative and who wishes to enter the campus with the student for any other purpose than those listed above, must give reasonable notice to the Director or his/her designee. The Director or designee may allow the sex offender to enter upon the campus provided there is a designated official or employee to escort and supervise the sex offender while they remain on campus. The sex offender shall not enter upon the campus until such time as a designated official or employee is available.

Legal References: A.C.A. § 12-12-913 (g) (3)
AR Department of Elem Secondary Education Guidelines for “Megan’s Law”
A.C.A. § 5-14-131

Date Adopted: June 16, 2014
Last Revised: June 06, 2019

1.18—FISCAL YEAR

The Cooperative’s fiscal year shall begin July 1 and end on the following June 30.

Legal Reference: A.C.A. § 6-20-410

Date Adopted: June 16, 2014
Last Revised:

1.19—ANNUAL OPERATING BUDGET

The Director shall be responsible for the preparation of the annual operating budget for the Cooperative. The Director shall present the budget to the Board for its review, modification, and approval.

The budget shall be prepared in the electronic format as prescribed by the State Board of Education and filed with the AR Department of Elementary Secondary Education no later than September 30 of each year.

The approved budget shall provide for expenditures that are within anticipated revenues and reserves. The Cooperative Treasurer shall present monthly reconciliation reports and a statement on the general financial condition of the Cooperative monthly to the Board.

Line item changes may be made to the budget at any time during the fiscal year upon the approval of the Board. Any changes made shall be in accordance with Cooperative policy and state law.

Legal Reference: A.C.A. § 6-13-701(e) (3)
A.C.A. § 6-20-2202

Date Adopted: June 16, 2014
Last Revised: May 22, 2018

1.20—GRANTS AND SPECIAL FUNDING

The Director or his/her designee may apply for grants or special funding for the Cooperative. Any grants or special funding that require matching Cooperative resources shall receive Board approval prior to the filing of the grant's or special resource's application.

Date Adopted: June 16, 2014

Last Revised:

1.21—PURCHASES AND PROCUREMENT

Purchases shall be made in accordance with State laws and procurement procedures governing school purchases that are deemed to be in the best interest of the Cooperative and are the result of fair and open competition between qualified bidders and suppliers. No bids shall be taken for professional services.

DEFINITIONS

“Commodities” are all supplies, goods, material, equipment, computers, software, machinery, facilities, personal property, and services, other than personal and professional services, purchased on behalf of the Cooperative.

“Micro-purchases” are purchases with a value of less than

- Ten thousand dollars (\$10,000) when purchased with Federal funds; or
- The State bid purchase threshold for purchases for the District's child nutrition programs when purchased with Federal funds.

“Professional services” are legal, financial advisory, architectural, engineering, construction management, and land surveying professional consultant services.

“Specifications” means a technical description or other description of the physical and/or functional characteristics of a commodity.

“State bid purchase threshold” means the purchase threshold amount set in A.C.A. § 6-21-304 and updated by Commissioner's Memo that requires Cooperative purchases be through the Cooperative's formal purchase procedures, such as sealed bids.

Commodities

The Director shall develop procedures for the procurement of micro-purchases that provide for the distribution of purchases between eligible vendors to the extent possible.

Purchases of commodities with a purchase price of more than \$10,000 require prior Board approval, however, if an emergency exists, the Director may waive this requirement.

The Cooperative shall notify in writing all actual or prospective bidders, offerors, or contractors who make a written request to the Cooperative for notification of opportunities to bid. The notification shall be made in sufficient time to allow actual or prospective bidders, offerors, or contractors to submit a bid or other appropriate response. The Board shall accept bids submitted electronically by email or fax for any and all Cooperative purchases, unless specified to be submitted by other means or methods, and except those bids which have been specified to have a designated date upon which the bids shall be opened. The Director shall be responsible for ensuring submitted bids, whether written, faxed, or emailed, are retained in accordance with policy covering RECORD RETENTION AND DESTRUCTION.

The Cooperative will not solicit bids or otherwise contract for a sum greater than twenty-five thousand dollars (\$25,000) with vendors that are on the “excluded parties list” if the contract is to be paid from federal grant funds.

The Cooperative shall not knowingly enter into any type of transaction with an individual or entity that performs abortions, induces abortions, or provides abortions.

All purchased commodities in which the estimated purchase price equals or exceeds the micro-purchase threshold or the State bid purchase threshold shall be procured by soliciting bids. Specifications shall be devised for all commodities to be bid that are specific enough to ensure uniformity of the bid and yet not so restrictive that it would prevent competitive bidding. The bid specifications shall not include the name or identity of any specific vendor. The Board reserves the right to reject all bids and to purchase the commodity by negotiating a contract. In such an instance, each responsible bidder who submitted a bid shall be notified and given a reasonable opportunity to negotiate.

Bids shall be awarded after careful examination of the details of the bid to determine the best overall value to the Cooperative. In instances where the low bid was not accepted a statement of the reasons the low bid was not accepted shall be attached to the bid. Bidders submitting written bids shall be notified in writing of the bid award.

Whenever possible, a preference will be given to small and minority businesses; and women’s business enterprises; and labor surplus area firms.

The Cooperative shall provide a preference to Arkansas residents whenever the Cooperative is accepting bids to purchase materials and equipment as part of a construction project if:

- a. One (1) or more Arkansas residents who submitted bids made written claim for a preference at the time they submitted a bid; and
- b. An Arkansas resident’s bid does not exceed the lowest qualified bid from a nonresident by more than five percent (5%).

If the qualifications for the Arkansas resident preferences are met, then the Cooperative shall take the lowest bid from an Arkansas resident regardless of whether the Arkansas resident was one of the individuals who requested the preference.

The following commodities may be purchased with State funds without soliciting bids provided that the purchasing official determines in writing that it is not practicable to use other than the required or

designated commodity or service, and a copy of the written determination is attached to the purchase order:

1. Commodities in instances of an unforeseen and unavoidable emergency;
2. Commodities available only from the federal government;
3. Utility services;
4. Used equipment and machinery; and
5. Commodities available only from a single source.

Commodity purchases with Federal funds may be purchased without soliciting bids only when one or more of the following circumstances apply:

1. The item is available only from a single source;
2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
3. The Federal awarding agency or appropriate unit of the Division of Elementary and Secondary Education expressly authorizes the noncompetitive purchase in response to a written request from the Cooperative; or
4. After solicitation of a number of sources, competition is determined inadequate.

The Cooperative may purchase a new motor vehicle, other than a school bus, without soliciting bids it, at the time of the purchase, the:

- a. Purchase if from a motor vehicle dealer licensed in Arkansas;
- b. Purchase price of the motor vehicle does not exceed the fleet price awarded by the Office of State Procurement; and
- c. Motor vehicle to be purchased is the same make and model motor vehicle as the make and model fleet price was awarded by the Office of State Procurement.

Prospective bidders, offerors, or contractors may appeal to the Cooperative's director if they believe the Cooperative failed to follow Cooperative bidding and purchasing policy or state law.

Any award of a contract shall be subject to revocation for ten (10) working days from:

- The initial awarding of the contract; or
- If an appeal is received, resolution of the appeal.

The intent is to provide prospective bidders, offerors, or contractors the opportunity to appeal the bid award if they believe the facts warrant an appeal. Any appeal shall be **in writing by certified mail** and received by the Cooperative office, "attention to the director" within seven calendar days following the initial and revocable award of the contract.

If the Cooperative receives an appeal of a bid award, they shall notify, in writing, those prospective bidders, offerors, or contractors who have made a written request to the Cooperative for notification of opportunities to bid that an appeal has been submitted. The notification shall state:

- that the contract award has been halted pending resolution of the appeal and could be revoked;
- the reasons for the appeal;
- that the recipient of the letter may respond to the protested issues identified in the appeal;
- the date the decision on the appeal will be made and notification sent;
- that if the appeal is upheld, the bidding process will be reopened;

- that if the bidding is re-opened, changes will be made to the request for bids as necessary to satisfy the reasons for upholding the appeal.

The sole authority to resolve any appeal made relating to this policy shall rest with the Director. The Director's decision shall be final and conclusive. In the event the Cooperative upholds an appeal, the sole responsibility of the Cooperative to the aggrieved bidder(s) shall be the re-opening of the bidding process.

Except when prohibited by law, the Cooperative reserves the right to extend or renew a contract that was previously awarded under the process governed by this policy and law, provided the extension or renewal meet the following criteria.

1. The equipment and services provided under the extended or renewed contract meets or exceeds the specifications of the original bid.
2. The extended or renewed contract agreement complies with the state of Arkansas's documentation requirements.
3. The cost of the extended or renewed contract is the same or less than the original contract.
4. The extension or renewal is approved by the local school board.

Professional Services

The Cooperative does not use a bidding process when procuring professional services. Instead, when the Cooperative needs to procure professional services, the Cooperative shall:

1. Select qualified firms;
2. Determine the most qualified firm by considering, at a minimum, the:
 - Specialized experience and technical competence of the firm with respect to the type of professional services required;
 - Capacity and capability of the firm to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project;
 - Past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules and deadlines; and
 - Firm's proximity to and familiarity with the area in which the project is located.
3. Negotiate a contract for the project with the most qualified firm.

When negotiating a contract, the Cooperative and the selected firm shall jointly prepare a detailed, written description of the scope of the proposed services. If the Cooperative is unable to negotiate a satisfactory contract with the firm selected, negotiations with that firm shall be terminated and the Cooperative shall negotiate a contract with the next most qualified firm. In the event the Cooperative is unable to negotiate a contract with any of the original selected firms, the Cooperative shall reevaluate the necessary professional services, including the scope and reasonable fee requirements, and return to step one.

The Cooperative encourages firms who provide professional services to submit annual statements of qualifications and performance data to the Cooperative. The Cooperative shall request any additional information as needed for a particular public project.

Legal References:

A.C.A. § 6-18-2201 et seq.

A.C.A. § 6-21-301, 303, 304, 305, 306

A.C.A. § 6-24-101 et seq.

A.C.A. § 15-4-1301 et seq.

A.C.A. § 18-44-503

A.C.A. § 19-11-259

A.C.A. § 19-11-801

DESE rules Governing the Student Protection Act

2 C.F.R. § 200.67

2 C.F.R. § 200.319

2 C.F.R. § 200.320

2 C.F.R. § 200.321

2 C.F.R. § 200.324

48 C.F.R. § 2.101

Date Adopted: June 16, 2014

Last Revised: June, 2022

1.22—RECORDING OF BOARD MEETINGS

The Cooperative shall record 1 all meetings of the Cooperative’s Board of Directors, including subcommittee meetings, except as follows:

- Executive sessions of the Board of Directors;
- Employee termination or nonrenewal hearings that are closed to the public; and
- Student disciplinary hearings that are closed to the public.

The Cooperative shall retain meeting recordings for one (1) year.

Note: 1 The recordings may be in audio only or video and audio both.

Legal Reference: A.C.A. § 25-19-106

Date Adopted: June 6, 2019

Last Revised:

1.22.1—CASH IN COOPERATIVE

No cash or checks are to be left in any office for more than one week. Staff, other than the Cooperative bookkeeper, who collects funds in the course of their employment should deposit the funds weekly with the bookkeeper. Bookkeepers should deposit weekly, unless otherwise directed by the Director or business manager.

Date Adopted: June 16, 2014

Last Revised:

1.23—PROPERTY INSURANCE

The Director shall be responsible, with the approval of the Board, for maintaining adequate insurance coverage for all Cooperative properties. At a minimum, the Cooperative will purchase insurance coverage sufficient to meet the requirements by the Arkansas Commission for Public School Academic Facilities and Transportation.

Legal References: A.C.A. § 6-21-114(d)
Arkansas Commission for Public School Academic Facilities and Transportation Rules Governing Property Insurance Requirements

Date Adopted: June 16, 2014

Last Revised:

1.24—PUBLIC USE OF COOPERATIVE BUILDINGS

It is the policy of the Board that Cooperative buildings may be used by the member districts of the Cooperative to conduct lawful meetings for social, civic purposes provided such meetings do not interfere with the regular work and proper protection is afforded the Cooperative against the potential costs of such use. The Director shall be responsible, with Board approval, for establishing procedures governing such use of the buildings. The governing procedures shall be viewpoint neutral. Cooperative administration shall be consulted to determine if there exists any conflict with planned activities prior to other groups being allowed to use school facilities.

The Cooperative shall establish a fee schedule for facilities the Cooperative intends to make available for public use. The fee schedule shall be individualized for each facility and shall be based on a formula that allows the cooperative to reclaim reflect the actual costs. Charges made for the use of facilities shall reflect the actual costs (e.g. labor, utility, and materials) incurred by the Cooperative.

Organizations using facilities assume full and complete responsibility for the conduct of all persons, regardless of age, associated with their use of the facility while they are in or about the facility. Smoking or the use of tobacco or products containing tobacco in any form or the use of drugs or intoxicants are prohibited. Firearms of any kind are not allowed on Cooperative property unless the person carrying the firearm is permitted to do so by law as defined in A.C.A. § 5-73-120 or the individual has a valid enhanced carry license and leaves the concealed handgun in the individual's locked vehicle.

Legal References: A.C.A. § 6-21-101
 A.C.A. § 5-73-120
 Arkansas Constitution Article 14, § 2

Date Adopted: June 16, 2014

Last Revised: May 22, 2018

1.25—USE OF COOPERATIVE FUNDS FOR NON-SCHOOL RELATED PURPOSES

Cooperative funds shall not be used for political, charitable, or humanitarian purposes.

No employee of the Cooperative shall use Cooperative time, property, personnel, or equipment for the purpose of furthering the interests of any political party, the campaign of any political candidate or the advocacy of any political issue or ballot issue whether partisan or non-partisan. Employees may participate as part of a community organization that is renting the facility for a political purpose. So long as the event is not during school time or the employee takes personal or vacation leave, with prior approval of his/her supervisor, for the time the employee is attending the event.

Any employee found guilty or who pleads guilty to the use of Cooperative funds to support any ballot measure shall be immediately suspended, and recommended for termination by the director.

The Board of Directors is not prohibited from expressing an opinion on a ballot measure through the passage of resolution or proclamation. Employees are allowed to verbally express their views on a ballot measure other than in an attempt to persuade another employee to the employee's point of view.

Cooperative employees and members of the Board of Directors may incur incidental expenditure of Cooperative funds for travel costs when speaking at an event in which a ballot measure is discussed if the subject matter of the speaking engagement is within the scope of the person's official duties and responsibilities.

Cooperative funds may be used to disseminate public information at a public speaking engagement. The incidental use of Cooperative resources may be used to prepare an analysis of the public information if such information is within the scope of the person's official duties and responsibilities.

Legal References: Arkansas Constitution Article 14 § 2
A.C.A. § 7-1-103
A.C.A. § 7-1-111
A.C.A. § 21-8-402

Date Adopted: June 16, 2014
Last Revised: March 9, 2016

1.26—MANAGEMENT AND DISPOSAL OF COOPERATIVE PROPERTY

Definitions

For the purposes of this policy, the following definitions apply:

“Commodities” are all supplies, goods, material, computers, software, machinery and other equipment purchased on behalf of the district having a useful life of more than one (1) year and an acquisition cost of one thousand dollars (\$1,000) or more per unit.

“Fair market value” means the amount a reasonable buyer would be willing to pay for a particular piece of property based on an objective set of criteria, which may include, but are not limited to: any improvements or damage to the property; the demand for similar properties; the selling price for the property by the producer of the property or resale outlets; and the value of the property as determined by an independent appraiser.

“Real property” is land and whatever is erected or affixed to land, such as structures or buildings.

“Surplus commodities” are those commodities that are no longer needed, obsolete, irreparable, or worn out.

“Surplus real property” is real property that is not presently needed or foreseen to be needed by the Cooperative, and that has been authorized for sale as surplus real property by vote of the Board. Surplus real property may include unused or underutilized facilities.

“Trash” are those items that would otherwise belong to another category of goods or property defined in this policy, but which, due to the property’s age or an act of God, have less value than it would cost to repair the item. Examples could include, but are not limited to, fire damage, vehicle accidents, extreme age, and/or decline in value of the item.

“Unused or underutilized facility” means a cooperative facility or other real property that:

- As a whole or in a significant portion, is not being used for a public educational, academic, extracurricular, or administrative purpose and the nonuse or underutilization threatens the integrity or purpose of the school facility or other real property as a public education facility; and
- Is not subject to either a lease to a third party for fair market value or an executed offer to purchase by a third party for fair market value as of July 30, 2017.

General Policy

The Cooperative’s purchases of commodities shall be in accordance with Policy covering PURCHASES AND PROCUREMENT and, to the extent applicable, the procurement requirements of any granting source of funding used to purchase the commodity. The Director shall develop procedures governing the use, management, and dispersal of commodities. At a minimum, the procedures will cover the following topics:

- o labeling all commodities;
- o establishing adequate controls to account for their location, custody, and security;
- o annually auditing the inventory of commodities and updating a listing of such commodities to reconcile the audit with the cooperative’s inventory records. The audit will be documented and account for any transfer and/or disposal of a commodity.

- o Disposing of surplus commodities and surplus real property, whether purchased in whole or in part with federal grant funds or with local funds.

The disposal of cooperative property must be for the benefit of the cooperative and consistent with good business principles.

Disposal of Surplus Commodities

The Board recognizes that commodities sometimes become of no use to the Cooperative and thus meet this policy's definition of surplus commodities.

The Director or designee(s) will determine the objective fair market value (FMV) of surplus commodities. The cooperative will strive to dispose of surplus commodities at or near their FMV.

The Director may declare surplus any commodity with an FMV of less than one thousand dollars (\$1,000). Surplus commodities with an FMV of less than one thousand dollars (\$1,000) will be periodically sold by the most efficient, cost effective means that is likely to result in sales at or near FMV.

The Director may submit a list of surplus commodities deemed to have a FMV of one thousand dollars (\$1,000) or greater to the Board of Directors for authorization to sell such surplus commodities. Once the Board of Directors has authorized the sale of such surplus commodities, the Director designee(s) may sell that surplus commodity as the need arises. Items with a FMV of one thousand dollars (\$1,000) or greater will be sold by the most efficient, cost effective means that is likely to result in sales at or near FMV. If the Director chooses to dispose of the surplus items by bid, the Director or designee may set a minimum or reserve price on any item, and may reject all bids. The Director or designee is authorized to accept the high bid provided the high bid is at or near FMV without further Board action unless the high bid comes under the jurisdiction of Arkansas ethics legislation, in which case the provisions of A.C.A. §§ 6-24-101–107 would apply.

If attempts at public sales fail to produce any interested buyers or bidders, such remaining unsold commodities may then, at the discretion of the Director, be disposed of as scrap or junk or be donated to appropriate charitable or education related entities. Computer or technology equipment will be cleansed of data prior to disposal.

Disposal of Surplus Real Property

The Board of Directors recognizes that real property it owns sometimes becomes no longer of use to the Cooperative and thus meets this policy's definition of surplus real property.

The Director may submit a request to the Board of Directors for authorization to sell surplus real property. Once the Board of Directors has authorized the sale of such surplus real property, the Director or designated individual(s) may sell that surplus real property as the need arises and this policy allows. The Director or designee(s) shall be responsible for getting a determination of the objective FMV of surplus real property. The cooperative will strive to dispose of surplus items at or near their FMV. The real property may be listed for sale with a real estate broker, and the Director or designated individual may contract on behalf of the district to pay the usual and customary sales commission for such transactions, upon sale of the property.

If the Director chooses to dispose of the surplus items by bid, the Director or designee(s) may set a minimum or reserve price on any item, and may reject all bids. The Director or designee is authorized to accept the high bid provided the high bid is at or near FMV without further Board action unless the high

bid comes under the jurisdiction of Arkansas ethics legislation, in which case the provisions of A.C.A. §§ 6-24-101–107 would apply.

Items obtained with federal funds shall be handled in accordance with applicable federal regulations, if any.

Trash

Trash, as defined in this policy, may be disposed of in the most cost efficient or effective method available to the district.

The disposal of items purchased with federal grant funds is governed by the following requirements, which are located at 2 C.F.R. § 200.313(e):

(e) Disposition. When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

(1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.

(2) Except as provided in § 200.312 Federally-owned and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

(3) The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.

(4) In cases where a non-Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non-Federal entity to take disposition actions.

The disposal of real property purchased with federal grant funds is governed by the requirements contained in 2 C.F.R. § 200.311, which states in part:

(c) Disposition. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from the Federal awarding agency or pass-through entity. The instructions must provide for one of the following alternatives:

(1) Retain title after compensating the Federal awarding agency. The amount paid to the Federal awarding agency will be computed by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the

non-Federal entity is disposing of real property acquired or improved with a Federal award and acquiring replacement real property under the same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

(2) Sell the property and compensate the Federal awarding agency. The amount due to the Federal awarding agency will be calculated by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the Federal award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the non-Federal entity is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.

(3) Transfer title to the Federal awarding agency or to a third party designated/approved by the Federal awarding agency. The non-Federal entity is entitled to be paid an amount calculated by applying the non-Federal entity's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

Legal References: A.C.A. § 6-13-111
 A.C.A. § 6-13-620
 A.C.A. § 6-21-108
 A.C.A. § 6-21-110
 A.C.A. § 6-21-803
 A.C.A. § 6-21-806
 A.C.A. § 6-21-815
 A.C.A. § 6-21-816
 A.C.A. § 6-24-101-107
 2 C.F.R. § 200.311
 2 C.F.R. § 200.313

Date Adopted: May 15, 2017

Last Revised:

1.27—RECORD RETENTION AND DESTRUCTION

It is necessary to maintain Cooperative records in a manner that provides for efficient document storage and retrieval and is conducive to eliminating unnecessary record retention. Due to the variety of records that may need to be retained and accessed, the Director shall ensure that all staff receive appropriate training to understand this policy. Staff shall also understand the possible ramifications to the Cooperative and/or themselves for failure to properly maintain records and follow the requirements contained in this policy.

Definitions

"Directly or directly interested" (hereinafter "directly") means receiving compensation or other benefits personally or to an individual's household from the person, business, or entity contracting with the Cooperative.

"Indirectly or indirectly interested" (hereinafter "indirectly") means that a family member, business, or other entity in which the individual or a family member has a financial interest will receive compensation or benefits.

"Record" is defined for the purposes of this policy, as an item or items, whether electronic or material, that are created by, at the request of, or received by and purposefully retained by a board member, administrator, or employee in the ordinary course of Cooperative business. Examples include, but are not limited to:

- Any kind of correspondence;
- Calendars;
- Computer files and documents (which may include drafts);
- Telephone logs;
- Expense records;
- Audio or video recordings that are created for the purpose of monitoring the security of Cooperative property or the safety of Cooperative students, or open public meetings;
- Documentation related to transactions or contracts for:
 - Services with Board members, administrators, employees, or members of their families covered under the statutorily defined ethical restrictions associated with a contract for services provided for the Cooperative involving a Board member, administrator, or employee who "directly or indirectly" benefits from the contract;
 - An exemption granted by the AR Department of Elementary Secondary Education (DESE) from the statutorily defined ethical restrictions associated with a contract for employment or for services provided for the Cooperative that involves a Cooperative administrator, board member, or employee.

The Director shall be responsible for establishing a schedule for the routine destruction of Cooperative records that accommodates the needs of the Cooperative. The schedule shall specify the length of retention for any records not specifically delineated by this policy and be distributed to staff on a need-to-know basis according to their respective employment duties and responsibilities. The schedule should accommodate the need for records to be stored as a blend of printed, bound and electronically recorded (e.g., audio tape, video tape, microfiche, computer disk) material. The Director or designee shall ensure the effective and efficient securing, cataloging, storing, and appropriate scheduled destruction of all records.

The following records categories shall be retained for the time specified:

- a. Board of Director Minutes – forever
- b. Personnel files – forever
- c. Financial Records – five years
- d. Documentation, including letters of approval, related to transactions or contracts for services covered by this policy and Arkansas statutes for Board members or members of their families or for waivers granted to District employees - thirteen years
- e. Transactions between the Cooperative and members of its Board of Directors, administration, or employees - forever
- f. Expenditures made with federal grant monies – governed by the terms of each grant
- g. Employment applications, including applicant lists, applicant interview evaluations, documentation in response to requests for reasons for a failure to be interviewed and/or hired, and hiring determinations - five (5) years
- h. Video Surveillance Recordings – the timeline established in policy covering video surveillance
- i. Emails –The length of time set in SWAEC’s Information Technology Security procedures.
- j. Documentation relating to payments or reimbursements made by a vendor on behalf of a board member, administrator, or employee for travel, lodging, food, registration, entertainment, or other expenses – three (3) years
- k. Documents filed with the IRS, including those required in the policy covering-Health Care Coverage and the Affordable Care Act – four (4) years
- l. Recordings of open public meetings – One (1) year

The Director or designee shall be responsible for determining when there is a need to interrupt the routine destruction of records. When the Director or designee makes the decision to cease the routine disposal of records, staff affected by the decision shall be promptly informed of the decision and of the nature of records that are to be retained. Such records shall be retained until the director or designee has authorized their destruction. Employee training on the Cooperative’s records retention schedule shall specifically include information on the records that may need to be retained due to pending disciplinary or legal actions which otherwise are subject to routine disposal. If an employee has doubt about the need to retain any record otherwise scheduled for destruction, he/she shall consult with the director or designee prior to destroying such records.

The records’ storage system devised by the Director and designee(s) shall be organized in a manner that enables the efficient retrieval of data and documents. The Cooperative shall have adequate backup of critical data, which is stored electronically. The system shall be communicated to employees in a manner that enables them to understand and follow the system’s requirements.

In retaining and destroying records, no employee shall:

- Destroy, alter, mutilate, conceal, cover up, falsify, or make a false entry in any record that may be connected to a disciplinary matter or lawsuit or to a matter within the jurisdiction of a federal or state agency, in violation of federal or state law or regulations;
- Alter, destroy or conceal a document, or attempt to do so, with the intent to impair the document’s availability for use in a disciplinary matter, lawsuit or an official proceeding or otherwise obstruct, influence or impede any lawsuit or official proceeding, in violation of federal or state law or regulations;

- Retaliate or discriminate against an employee who refuses to violate this policy or to coerce or threaten an employee to violate this policy.

Failure to follow the requirements set forth in this policy may result in disciplinary action against the employee(s), up to and including termination. The Cooperative’s Board of Directors prohibits and will not tolerate any form of reprisal, retaliation or discrimination against any employee who, in good faith, has attempted to comply with this policy.

While A.C.A. § 6-24-105(b)(1)(A)(i) permits a district to employ a Board member's family member for up to \$5,000, and (c)(2)(A)(i) permits a district to enter into a non-employment contract with a board member’s family member for up to a \$10,000 limit, during the total tenure of the Board member without the Cooperative having to receive waivers for such employment, the need to retain documentation for all compensation exists if for no other reason than to establish when that the limit may be reached.

Legal Reference:

A.C.A. § 5-1-102

A.C.A. § 5-1-109(c)(2), (g)

A.C.A. § 6-13-619

A.C.A. § 6-17-104

A.C.A. § 6-17-2301

A.C.A. § 6-18-901

A.C.A. § 6-24-102(8)(15)

A.C.A. § 6-24-105(d)

A.C.A. § 6-24-106(c)(6)

A.C.A. § 6-24-107(c)

A.C.A. § 6-24-115

A.C.A. § 18-28-211

A.C.A. § 21-3-302, 303

A.C.A. § 25-19-106

A.C.A. § 27-23-207

DESE Rules Governing Ethical Guidelines and Prohibitions for Educational Administrators, Employees, Board Members, and Other Parties

DESE Rules Governing the Arkansas Educational Support and Accountability Act

26 C.F.R. § 31.6001-1

34 C.F.R. § 99.2

49 C.F.R. § 382.701

49 C.F.R. § 382.703

Federal Rules of Civil Procedure Numbers 16, 26, 33, 34, 37, and 45

Date Adopted: June 16, 2014

Last Revised: April 2020

1.28—DISPOSAL OF NON-NEGOTIATED CHECKS OR UNCLAIMED PROPERTY

State law specifies how the Cooperative is to dispose of retained funds in the form of issued but non-negotiated checks that have not been presented for payment within one (1) calendar year. The Cooperative shall dispose of these retained funds in accordance with the law and remit the amount of all non-negotiated checks to the Unclaimed Property Division of the Arkansas Auditor’s Office.

The Cooperative shall make a good faith effort to return physical items that have been left on Cooperative property to their rightful owners. When contact information is known for the owner of an item of a non-perishable nature left at the Cooperative, the Cooperative shall use the information to attempt to contact the owner to inform him/her of the location of the item. Owners of such items shall be given at least three (3) weeks to pick up the item he/she left at the Cooperative. If the owner fails to pick up the item within the time allotted, the Cooperative may dispose of the item in a manner of its choosing.

The Cooperative is under no obligation to retain an abandoned, perishable item left on Cooperative property.

Checks are considered to be non-negotiated when they have not been paid by the bank from the cooperative’s checking account and shown as cleared on the cooperative’s bank statement. Funds are considered “unclaimed” after a check has been issued and mailed, but is not presented for payment at the bank or appear on the bank statement in the twelve (12) month period after it has been issued.

Legal References: A.C.A. § 18-28-201
 A.C.A. § 18-28-202(11), (c), (d)
 A.C.A. § 18-28-204
 A.C.A. § 18-28-206
 A.C.A. § 18-28-207
 A.C.A. § 18-28-208(a)
 A.C.A. § 18-28-210(b) (c)
 A.C.A. § 18-28-217
 A.C.A. § 18-28-221(a)
 A.C.A. § 18-28-224

Date Adopted: June 16, 2014

Last Revised:

1.29—SERVICE ANIMALS IN COOPERATIVE FACILITIES

In accordance with the provisions of the Americans with Disabilities Act, service dogs and trained miniature horses (hereinafter referred to as *service animals*) are permitted for use by individuals with disabilities on Cooperative property and in Cooperative facilities provided the individuals and their animals meet the requirements and responsibilities covered in this policy.

When an individual with a disability seeks to bring a service animal into a Cooperative facility, the Cooperative is entitled to ask the individual

- a. If the animal is required because of a disability; and
- b. What work or task has the animal been trained to perform.

While the Cooperative is not entitled to ask for documentation that the animal has been properly trained, the individual bringing the animal into a Cooperative facility will be held accountable for the animal's behavior.

Any service animal brought into a Cooperative facility by an individual with a disability must have been trained to do work or perform tasks for the individual. The work or tasks performed by the service animal must be directly related to the handler's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do **not** constitute work or tasks for the purposes of this policy.

Individuals with disabilities shall be permitted to be accompanied by their service animals in all areas of a public entity's facilities where members of the public, participants in services, programs or activities, or invitees, as relevant, are allowed to go.

A service animal shall be under the control of its handler. A service animal shall have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control by means of voice control, signals, or other effective means.

Cooperative staff may ask an individual with a disability to remove a service animal from the premises if:

- (1) The animal is out of control and the animal's handler does not take effective action to control it; or
- (2) The animal is not housebroken.

If the Cooperative excludes a service animal due to the reasons listed above, the Cooperative shall give the individual with a disability the opportunity to participate in the service, program, or activity without having the service animal on the premises.

The Cooperative and its staff are not responsible for the care or supervision of a service animal brought onto Cooperative property or into Cooperative facilities by an individual with a disability.

The Cooperative shall not ask or require an individual with a disability to pay a surcharge, even if people accompanied by pets are required to pay fees, or to comply with other requirements generally not applicable to people without pets.

Individuals should be aware that under AR law, the misrepresentation of an animal as a service animal or a service animal in training to a person or entity operating a public accommodation may subject the individual to a civil penalty.

The Department of Justice has published a FAQ on service animals. A copy may be found on the Policy Resources Page at <http://arsba.org/policy-resources>.

Legal References: 28 CFR § 35.104
 28 CFR § 35.136

Date Adopted: June 16, 2014
Last Revised: June 6, 2019

1.30—ELECTRONIC FUND TRANSFERS

Cooperative funds shall only be disbursed by the Cooperative treasurer upon receipt of checks or warrants signed by the Cooperative Board of Directors' Disbursing Officer and the Director or through the electronic transfer of funds. Any electronic transfer of funds must be initiated by the Cooperative and authorized in writing by both the Disbursing Officer of the school Cooperative Board of Directors and the Director.

For the purposes of this policy, "initiated by the Cooperative" means the Cooperative controls both the timing and the amount of the funds transfer.

The Cooperative treasurer shall maintain evidence of authority for the disbursement in the form of invoices, payrolls that conform to written contracts on file in his/her office, or other appropriate documentation indicating an authority to disburse Cooperative funds.

"Other appropriate documentation" includes one-time, signed authorization for recurring transactions. The Board of Directors Disbursing Officer must pre-authorize the electronic transfer of funds for non-recurring transactions that can be accomplished by a signed authorization or an email authorizing such a disbursement of funds.

Legal Reference: A.C.A. § 6-13-701(e)
 Commissioner's Memo Com-12-036

Date Adopted: June 16, 2014
Last Revised:

1.31—NAMING SCHOOL FACILITIES

Except as otherwise permitted in this policy or Arkansas law, the Cooperative shall not name any building, structure, or facility, paid for in whole or in part with Cooperative funds, for an individual living at the time of its completion who, in the ten (10) years preceding its construction, was elected, or held, a federal, state, county, or municipal office and received a salary for his/her service.

Exceptions to the preceding paragraph may be made when a building, structure, or facility is constructed through the use of at least 50% private funds or, the name refers to:

1. an individual(s) living at the time of its completion and who has historical significance;
2. an individual who is or has been a prisoner of war; or
3. a living individual who is at least 75 years of age and is retired.

Legal Reference: A.C.A. § 25-1-121

Date Adopted: June 16, 2014

Last Revised:

1.32—DRIVER'S USE OF CELL PHONES

Any driver of a motor vehicle which is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the Cooperative, shall not operate the vehicle while using a device to browse the internet, compose or read emails or text messages unless the vehicle is safely off the road with the parking brake engaged

A.C.A. § 27-51-1504 prohibits the use of a “handheld wireless telephone” for browsing the internet, sending or receiving emails, and sending or receiving text messages at any time; and A.C.A. § 27-51-1609 prohibits the use of a “handheld wireless communication device” for any purpose while in a school zone

Legal References: A.C.A. § 6 –19 -120

A.C.A. § 27-51-1504

A.C.A. § 27-51-1609

Date Adopted: June 16, 2014

Last Revised: March 10, 2015

1.33 ---PARTICIPATION

District participation in any Cooperative service or program is voluntary.

Date Adopted: December 10, 2004

Last Revised:

1.34—PRIVACY OF STUDENTS’ RECORDS/ DIRECTORY INFORMATION

Except when a court order regarding a student has been presented to the cooperative to the contrary, all students’ education records are available for inspection and copying by the parent/ guardian, of his/her student who is under the age of eighteen (18). At the age of eighteen (18), the right to inspect and copy a student’s records transfers to the student. A student’s parent/guardian, or the student, if over the age of 18, requesting to review the student’s education records will be allowed to do so within no more than forty five (45) days of the request. The cooperative forwards education records, including disciplinary records, to schools that have requested them and in which the student seeks or intends to enroll, or is already enrolled so long as the disclosure is for purposes related to the student’s enrollment or transfer.

The cooperative shall receive written permission before releasing education records to any agency or individual not authorized by law to receive and/or view the education records without prior parental permission. The Cooperative shall maintain a record of requests by such agencies or individuals for access to, and each disclosure of, personally identifiable information (PII) from the education records of each student. Disclosure of education records is authorized by law to school officials with legitimate educational interests. A personal record kept by a school staff member is **not** considered an education record if it meets the following tests:

- it is in the sole possession of the individual who made it;
- it is used only as a personal memory aid; and
- information contained in it has never been revealed or made available to any other person, except the maker’s temporary substitute.

For the purposes of this policy an official is a person employed by the cooperative as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the school board; a person or company with whom the school has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist); or a parent/guardian, or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks.

For the purposes of this policy an official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility, contracted duty, or duty of elected office.

In addition to releasing PII to school officials without permission, the Cooperative may disclose PII from the education records of students in foster care placement to the student’s caseworker or to the caseworker’s representative without getting prior consent of the parent/guardian, (or the student if the student is over eighteen (18)). For the Cooperative to release the student’s PII without getting permission:

- The student must be in foster care;

- The individual to whom the PII will be released must have legal access to the student’s case plan; and
- The Arkansas Department of Human Services, or a sub-agency of the Department, must be legally responsible for the care and protection of the student.

The Cooperative discloses PII from an education record to appropriate parties, including parents/guardians, in connection with an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals. The director or designee shall determine who will have access to and the responsibility for disclosing information in emergency situations.

When deciding whether to release PII in a health or safety emergency, the Cooperative may take into account the totality of the circumstances pertaining to a threat to the health or safety of a student or other individuals. If the Cooperative determines that there is an articulable and significant threat to the health or safety of a student or other individuals, it may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other individuals.

For purposes of this policy, the Southwest AR Education Cooperative does not distinguish between a custodial and noncustodial parent, or a non-parent such as a person acting in loco parentis or a foster parent with respect to gaining access to a student’s records. Unless a court order restricting such access has been presented to the cooperative to the contrary, the fact of a person’s status as parent or guardian, alone, enables that parent or guardian to review and copy his child’s records.

If there exists a court order which directs that a parent not have access to a student or his/her records, the parent, guardian, person acting in loco parentis, or an agent of the Department of Human Services must present a file-marked copy of such order to the building principal and the superintendent. The school will make good-faith efforts to act in accordance with such court order, but the failure to do so does not impose legal liability upon the school. The actual responsibility for enforcement of such court orders rests with the parents or guardians, their attorneys and the court which issued the order.

A parent or guardian does not have the right to remove any material from a student’s records, but such parent or guardian may challenge the accuracy of a record. The right to challenge the accuracy of a record does not include the right to dispute a grade, disciplinary rulings, disability placements, or other such determinations, which must be done only through the appropriate teacher and/or administrator, the decision of whom is final. A challenge to the accuracy of material contained in a student’s file must be initiated with the building principal, with an appeal available to the Director or his/her designee. The challenge shall clearly identify the part of the student’s record the parent wants changed and specify why he/she believes it is inaccurate or misleading. If the school determines not to amend the record as requested, the school will notify the requesting parent or student of the decision and inform them of their right to a hearing regarding the request for amending the record. The parent or eligible student will be provided information regarding the hearing procedure when notified of the right to a hearing.

Unless the parent or guardian of a student (or student, if above the age of eighteen (18) objects, “directory information” about a student may be made available to the public, military recruiters, post-secondary educational institutions, prospective employers of those students, as well as school publications such as annual yearbooks and graduation announcements. “Directory information” includes, but is not limited to, a student’s name, address, telephone number, electronic mail address, photograph, date and place of birth, dates of attendance, his/her placement on the honor roll (or the

receipt of other types of honors), as well as his/her participation in school clubs and extracurricular activities, among others. If the student participates in inherently public activities (for example, basketball, football, or other interscholastic activities), the publication of such information will be beyond the control of the Cooperative. "Directory information" also includes a student identification (ID) number, user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems and a student ID number or other unique personal identifier that is displayed on a student's ID badge, provided the ID cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a personal identification number (PIN), password or other factor known or possessed only by the authorized user.

A student's name and photograph will only be displayed on the cooperative or school's web page(s) after receiving the written permission from the student's parent/guardian, or student if over the age of 18.

The form for objecting to making directory information available is located in the back of the student handbook and must be completed and signed by the parent/guardian, or age-eligible student and filed with the child's teacher no later than ten (10) school days after the beginning of each school year or the date the student is enrolled for school. Failure to file an objection by that time is considered a specific grant of permission. The cooperative is required to continue to honor any signed-opt out form for any student no longer in attendance at the cooperative.

The right to opt out of the disclosure of directory information under Family Educational Rights and Privacy Act (FERPA) does not prevent the Cooperative from disclosing or requiring a student to disclose the student's name, identifier, or institutional email address in a class in which the student is enrolled.

Parents/guardians, and students over the age of 18 who believe the cooperative has failed to comply with the requirements for the lawful release of student records may file a complaint with the U.S. Department of Education (DOE) at

Student Privacy Policy Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202

Legal References: A.C.A. § 9-28-113(b)(6)
 20 U.S.C. § 1232g
 20 U.S.C. § 7908
 34 CFR 99.3, 99.7, 99.21, 99.22, 99.30, 99.31, 99.32, 99.33, 99.34, 99.35, 99.36,
 99.37, 99.63, 99.64

Date Adopted: March 10, 2021
Last Revised:

PERSONNEL

2.1—PERSONAL PROPERTY

To avoid confusion and the potential for misunderstandings, Cooperative staff who bring personal property to work to use in the performance of their jobs should label the items with their names. The Cooperative assumes no responsibility for damage to, or the loss of, personal property brought to Cooperative facilities by Cooperative staff.

Date Adopted: June 16, 2014

Last Revised:

2.2---CREDIT CARDS

Only those employees specifically issued credit cards to be used in the performance of their jobs to purchase goods, services, or supplies on behalf of the Cooperative shall be allowed to use such cards. Other employees who incur reimbursable expenses as defined in this policy are expected to pay for them initially by any means they choose and then submit their request for reimbursement. The Cooperative assumes no responsibility for the payment of any personal credit card charges incurred by a Cooperative employee.

Date Adopted: June 16, 2014

Last Revised: April, 2020

2.3---PERSONNEL EMPLOYMENT

The SWAEC Board of Directors shall employ, upon recommendation of the Director, and if it is subject to availability of funds, economically feasible, such assistants, supervisors, coordinators, speech therapists, teachers, and others deemed necessary to carry out the successful operation of the Cooperative.

All prospective employees must fill out an application form provided by the Cooperative, in addition to any resume provided, all of which information is to be placed in the personnel file of those employed.

If the employee provides false or misleading information, or if he withholds information to the same effect, it may be grounds for dismissal. 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 SWAEC; this prohibition includes employment as a substitute teacher, whether directly employed by SWAEC or providing substitute teaching services under contract with an outside entity.

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.

All teachers who begin employment in the 2023-2024 school year and each school year thereafter shall demonstrate proficiency or awareness in knowledge and practices in scientific reading instruction as is applicable to their teaching position by completing the prescribed proficiency or awareness in knowledge and practices of the scientific reading instruction credential either as a condition of licensure or within one (1) year for teachers who are already licensed or employed as a teacher under a waiver from licensure.

Before the director may make a recommendation to the Board that an individual be hired by the Cooperative, the director shall check the Arkansas Educator Licensure System to determine if the individual has a currently suspended or revoked teaching license. 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 Cooperative; this prohibition includes employment as a substitute teacher, whether directly employed by the Cooperative or providing substitute teaching services under contract with an outside entity.

The Cooperative is an equal opportunity employer and shall not discriminate on the grounds of race, color, religion, national origin, sex, pregnancy, sexual orientation, gender identity age, disability, or genetic information.

Inquiries on non-discrimination may be directed to the Director who may be reached at 870-777-3076

Any person may report sex discrimination, including sexual harassment, to the Title IX Coordinator in person or by using the mailing address, telephone number, or email address provided above. A report may be made at any time, including during non-business hours, and may be on the individual's own

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

For further information on notice of non-discrimination or to file a complaint, visit <https://www2.ed.gov/about/offices/list/ocr/complaintintro.html> for the address and phone number of the office that serves your area, or call 1-800-421-3481.

In accordance with Arkansas law the Cooperative 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; and
3. a deceased veteran's spouse who is unmarried throughout the hiring process;

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

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

In order for an applicant to receive the veteran's 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 Veterans 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.

Personnel shall be employed annually upon the recommendation of the Director. No one shall be employed by the SWAEC unless he/she is able to meet the following requirements prescribed by law and/or requirements by the Director at the time of employment: An employee must file in the office of the Director, prior to receiving his/her first month's salary or salary for September, the following which are required by law:

- a. A valid Arkansas Teaching Certificate;
- b. A teacher retirement system number as evidence of membership in the system;
- c. A completed W-4 form;
- d. A background check;
- e. A personal information sheet and work record;
- f. A copy of the social security card; and
- g. A copy of the birth certificate.

Legal References:

Division of Elementary and Secondary Education Rules Governing
Background Checks

A.C.A. § 6-17-301

A.C.A. § 6-17-410

A.C.A. § 6-17-411

A.C.A. § 6-17-428

A.C.A. § 6-17-429

A.C.A. § 21-3-302

A.C.A. § 21-3-303

28 C.F.R. § 35.106

29 C.F.R. part 1635

34 C.F.R. § 100.6

34 C.F.R. § 104.8

34 C.F.R. § 106.8

34 C.F.R. § 106.9

34 C.F.R. § 108.9

34 C.F.R. § 110.25

Date Adopted: November 10, 1994

Last Revised: June, 2012

2.4---PERSONNEL DUTIES AS MANDATED REPORTERS

It is the statutory duty of Cooperative employees to:

- If the employee has reasonable cause to suspect child abuse or maltreatment, then the employee shall directly and personally report these suspicions to the Arkansas Child Abuse Hotline, by calling 1-800-482-5964. by calling the child maltreatment hotline at 1-800-482-5964 and submitting a report through fax to the child maltreatment hotline; or if the employee can demonstrate that the child maltreatment, neglect, or abuse is not an emergency, then the employee may notify the child maltreatment hotline through submission of a fax only. Failure to report suspected child abuse, maltreatment, or neglect through the Hotline can lead to criminal prosecution and individual civil liability of the person who has this duty. Notification of local or state law enforcement does not satisfy the duty to report; only notification by means of the Child Abuse Hotline discharges this duty.
- If the employee has a good faith belief that there is a serious and imminent threat to the public based on a threat made by an individual regarding violence in or targeted at a school that has been communicated to the employee in the ordinary course of his/her professional duties, then the employee shall make every attempt to immediately notify law enforcement of the serious and imminent threat to the public and have notified law enforcement within twenty-four (24) hours of learning of the serious and imminent threat to the public.

The duty of mandated reporters to report suspected child abuse or maltreatment or serious and imminent threats to the public is a direct and personal duty, and cannot be assigned or delegated to another person. There is no duty to investigate, confirm or substantiate statements a student may have made which form the basis of the reasonable cause to believe that the student may have been abused or subjected to maltreatment by another person or that form the basis of the serious and imminent threat to the public; however, a person with a duty to report may find it helpful to make a limited inquiry to assist in the formation of a belief that child abuse, maltreatment or neglect has occurred; that a serious and imminent threat to the public exists; or to rule out such a belief.

Employees and volunteers who notify the Child Abuse Hotline or who report serious and imminent threats to the public to law enforcement in good faith are immune from civil liability and criminal prosecution.

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

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

Date Adopted: June 16, 2014
Last Revised: June 6, 2021

2.5---EQUAL OPPORTUNITY EMPLOYMENT

No person in SWAEC shall, on the basis of race, color, creed, religion, sex, age handicap, national origin or similar personal distinction, be denied the benefits of, or be subjected to discrimination in regard to employment, retention, promotion, transfer or dismissal in any educational program or activity which is under the jurisdiction of the Board.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, SWAEC, and its employees, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted

or funded by SWAEC or be subjected to discrimination in regard to employment, retention, promotion, transfer or dismissal in any educational program or activity which is under the jurisdiction of the Board.

The Cooperative is an equal opportunity employer and shall not discriminate on the grounds of race, color, religion, national origin, sex, pregnancy, sexual orientation, gender identity age, disability, or genetic information

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the SWAEC Director at (870) 777-3076 (or 711 for TTY.) Additionally, program information may be made available in languages other than English.

Inquiries on non-discrimination may be directed to the Director, who may be reached at 870-777-3076.

For further information on notice of non-discrimination or to file a complaint, visit <http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm>; for the address and phone number of the office that serves your area, or call 1-800-421-3481.

Date Adopted: November 10, 1994

Last Revised: March 9, 2016

2.6---COMPENSATION GUIDES AND CONTRACTS

The Board of Directors shall enter into contracts of employment with SWAEC personnel. The salary of personnel shall be in accordance with the Board's salary schedule as determined by certification, experience, and/or any other criteria approved by the Board in keeping with the laws of the state.

Date Adopted: November 10, 1994

Last Revised:

2.7---CONFLICT OF INTEREST/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 that will interfere, or otherwise be incompatible with the employment, including normal duties outside the regular workday; nor shall an employee accept other employment that is inappropriate for an employee of a public agency.

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

Any employee of the SWAEC that engages in activities for pay, with the Cooperative Director's approval, during regular working hours must choose one of these two options:

1. Use a day of vacation time or a personal business day;
2. Pay to the Cooperative any stipend received less expenses.

Date Adopted: May 9, 2012

Last Revised:

2.8---RESIGNATION

Personnel presenting a resignation in writing, prior to July 1, will normally be released from the contract. Resignations submitted after July 1 will be recommended for Board acceptance only if a suitable replacement is available, or the Board determines there is a justifiable reason for accepting the resignation. A two-week notice of resignation should be given.

When a staff member resigns from an educational agency, all accumulated sick leave is held in escrow. Should the staff member return to active employment the sick leave will be reinstated.

Date Adopted: December 10, 2004

Last Revised:

2.9---RETIREMENT

New members working 180 days or less can elect to be a contributory or non-contributory member of the Arkansas Teacher Retirement System. Their intention must be declared before their first pay period of the fiscal year. New members working 181 days or more must be a contributory member of the Arkansas Teacher Retirement System.

Date Adopted: December 10, 2004

Last Revised:

2.10---REIMBURSEMENT FOR SICK LEAVE UPON RETIREMENT

Southwest Arkansas Education Service Cooperative recognizes the importance of the employee's contribution to the workplace. It is because of this recognition that SWAEC allows the following options for employees with unused sick leave upon retirement.

All employees who retire under the Arkansas Teacher Retirement System, and have been employed by the Cooperative for a minimum of ten (10) continuous years, may be paid a bonus for unused sick leave, up to a maximum of \$25.00 per day, and for a maximum of 120 days. This benefit shall be paid from the

employee's funding source provided the funds are available in the federal, state or local grants covering the employee. Employees that have been employed by the Cooperative for a minimum of five (5) continuous years, are eligible to receive payment for half of their accumulated days.

In special instances the Director may recommend, and upon Board approval, pay this benefit from the Co-op base funds. Co-op base funds will only be utilized as a last resort for non-base employees.

The application for each reimbursement must be made to the Director/designee and approved before June 30 of the current fiscal year. Additionally, it is the responsibility of the retiring employee when possible, to budget in advance to secure appropriate funds for this benefit from their normal funding source. It is the employee's responsibility to: utilize any remaining balances from their budget to fund this benefit; provide retirement notice prior to acceptance of the employee contract for the upcoming year in which retirement is to occur; complete all appropriate paperwork; and notify their immediate supervisor of their retirement intentions.

Date Adopted: March 10, 2015

Date Revised: June, 2021

2.11---DRUG POLICY

The conduct of Cooperative staff plays a vital role in the social and behavioral development of our students in districts served. It is equally important that the staff have a safe, healthy, and professional environment in which to work. To help promote both interests, the Cooperative shall have a drug free workplace. It is, therefore, the Cooperative'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 Cooperative property; violations of this policy will subject the employee to discipline, up to and including termination.

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 Cooperative 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 Cooperative 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.

Any incident at work resulting in injury to the employee requiring medical attention shall require the employee to submit to a drug test, which shall be paid at the Cooperative's worker's compensation carrier's expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of worker's compensation benefits in accordance with policy

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 Cooperative 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 Cooperative or employee will provide transportation for the employee, and the employee may not leave campus while operating any vehicle. It is the responsibility of the employee to contact his physician in order to adjust the medication, if possible, so that the employee may return to his job unimpaired. Should the employee attempt to return to work while impaired by prescription medications, for which the employee has a prescription, he will, again, be sent home and given sick leave, if owed any. Should the employee attempt to return to work while impaired by prescription medication a third time the employee may be subject to discipline, up to and including a recommendation of termination.

Any employee who possesses, uses, distributes or is under the influence of a prescription medication obtained by a means other than his own current prescription shall be treated as though he was in possession, possession with intent to deliver, or under the influence, etc. of an illegal substance. An

illegal drug or other substance is one which is (a) not legally obtainable; or (b) one which is legally obtainable, but which has been obtained illegally. The Cooperative may require an employee to provide proof from his physician and/or pharmacist that the employee is lawfully able to receive such medication. Failure to provide such proof, to the satisfaction of the director, may result in discipline, up to and including a recommendation of termination.

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

Date Adopted: February 2014

Date Revised: March 9, 2016

2.12---USE OF TOBACCO, USE OF ELECTRONIC NICOTINE DELIVERY SYSTEMS, AND RELATED PRODUCTS

In accordance with Arkansas ACT 1555 of 1999, smoking or use of tobacco or products containing tobacco in any form (including, but not limited to, cigarettes, cigars, chewing tobacco, and snuff) in or on any property owned or leased by a Cooperative or public-school district, including school buses, is prohibited.

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

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

Date Adopted: February 9, 2000

Last Revised: April, 2020

2.13---LEAVE BENEFITS

1. Bereavement:

In the event of the death of an *immediate family member** of a full-time Cooperative employee, the employee may take 3 days of bereavement per event. Additional days may be approved at the discretion of the Director. *Immediate family member includes the employee's spouse, children, parents, siblings, grandchildren, grandparents, mother-in-law, father-in-law, sister-in-law, brother-in-law or other individual at the discretion of the Director or his/her designee.

Date Adopted: May 21, 2013

Last Revised: June, 2022

2. Employee Business Leave:

An employee under contract for an entire fiscal year shall be allowed one day absence at full pay for business reasons as determined by the employee. This leave shall be non-cumulative and can be taken at the convenience of the employee, provided the Director is properly notified and a suitable substitute, if necessary, can be found. If the personal leave day is not used, it may be added to the accumulated sick leave at the end of each year. Also, at the beginning of each contract year, an employee may roll over one sick day as a personal business day.

Date Adopted: December 10, 2004

Last Revised:

3. 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.

Date Adopted: December 10, 2004

Last Revised:

4. Leave of Absence With Pay:

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.

Date Adopted: December 10, 2004

Last Revised:

5. Family Medical Leave:

The Family and Medical Leave Act (FMLA) offers job protection for leave that 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 twelve (12) workweeks (or, in some cases, twenty-six (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 Cooperative, as provided in this policy, of foreseeable absences that may qualify for FMLA leave, it is the Cooperative'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 – FMLA LEAVE GENERALLY

Definitions:

“Eligible Employee” is an employee who has

1. Been employed by the Cooperative for at least twelve (12) months, which are not required to be consecutive; and

2. Performed at least 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave.

“FMLA” is the Family and Medical Leave Act

“Health Care Provider” means:

- a. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices;
- b. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the State and performing within the scope of their practice as defined under State law;
- c. Nurse practitioners, nurse-midwives, clinical social workers and physician assistants who are authorized to practice under State law and who are performing within the scope of their practice as defined under State law;
- d. Christian Science Practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts. Where an employee or family member is receiving treatment from a Christian Science practitioner, an employee may not object to any requirement from an employer that the employee or family member submit to examination (though not treatment) to obtain a second or third certification from a health care provider other than a Christian Science practitioner except as otherwise provided under applicable State or local law or collective bargaining agreement; or
- e. 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, administrators, counselors, librarians, psychologists, and 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 eighteen (18), or age

eighteen (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 1st of each school year.

Policy

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

Leave Eligibility

The Cooperative will grant up to twelve (12) weeks of leave in a year in accordance with the FMLA, as amended, to its eligible employees for one or more of the following reasons:

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

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

A legally married couple who are both eligible employees employed by the Cooperative may not take more than a combined total of twelve (12) weeks of FMLA leave for reasons 1, 2, or to care for a parent under number 3.

Provisions Applicable to both Sections One and Two

Cooperative Notice to Employees

The Cooperative shall post in conspicuous places in each school within the Cooperative 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 Cooperative determines that an employee’s absence may be covered under the FMLA, the Cooperative shall provide written notice within five (5) business days (absent extenuating circumstances) to the employee of the Cooperative’s determination of his/her eligibility for FMLA leave. If the employee is eligible, the Cooperative may request additional information from the employee and/or certification from a healthcare provider to help make the applicability

determination. After receiving sufficient information as requested, the Cooperative 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 Cooperative is only required to notify the employee once of the determination regarding the designation of FMLA leave within any applicable twelve (12) month period.

Employees who receive notification that the leave request does not qualify under the FMLA are expected to return to work; further absences that are not otherwise excused could lead to discipline for excessive absences, or termination for job abandonment.

Concurrent Leave Under the FMLA

All FMLA leave is unpaid unless substituted by applicable accrued leave. The Cooperative 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.

An employee who does not have enough accrued leave to cover the number of days of FMLA leave taken shall not have his/her number of contract days altered because some of the FMLA leave taken was unpaid.

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

No employee on FMLA leave for his or her own serious medical condition may perform work at another, non-Cooperative job while on FMLA leave. Employees who perform work at another, non-Cooperative 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-Cooperative job while on FMLA leave. Employees who perform work at another, non-Cooperative 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 Cooperative shall maintain coverage under any group health plan for the duration of FMLA leave the employee takes at the level and under the conditions coverage would have been provided if the employee had continued in active employment with the Cooperative. Additionally, if the Cooperative 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 that apply to other Cooperative employees, must also apply to an employee on FMLA leave. The Cooperative 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 Cooperative's business office on or before it would be made by payroll deduction.

The Cooperative 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 Cooperative may

recover the employee's share of any premium payments missed by the employee for any FMLA leave period that the Cooperative maintains health coverage for the employee by paying 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 Cooperative.

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 coverage, 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 Cooperative's obligation to maintain health benefits ceases.

If the employee fails to return from leave after the period of leave the employee is entitled has expired, the Cooperative 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 Cooperative every two (2) weeks during FMLA leave of his/her 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 the 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 Cooperative, such as conducting a RIF that the employee would have been subject to had the employee not been on FMLA leave at the time of the Cooperative's actions.

Leave Acquired Through Fraud

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

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 Cooperative with at least thirty (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 Cooperative with timely advance notice of the need for FMLA leave may have his/her FMLA coverage of such leave delayed until thirty (30) days after the date the employee provides notice.

If there is a lack of knowledge of approximately when 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 Cooperative 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 thirty (30) days in advance, the employee shall notify the Cooperative as soon as practicable. If the employee fails to notify as soon as practicable, the Cooperative may delay granting FMLA leave for the number of days equal to the difference between 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 Cooperative notice of the need for leave as soon as practicable given the facts and circumstances of the particular case.

Ordinarily, the employee shall notify the Cooperative within two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, fax, email, or other electronic means. If the eligible employee fails to notify the Cooperative 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 Cooperative has reason to doubt the validity of the initial certification provided, the Cooperative may require, at its expense, the employee to obtain the opinion of a second health care provider designated or approved by the employer. If the second opinion differs from the first, the Cooperative may require, at its expense, the employee to obtain a third opinion from a health care provider agreed upon by both the Cooperative and the employee. The opinion of a third health care provider shall be considered final and be binding upon both the Cooperative and the employee.

Recertification: The Cooperative 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:

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

The employee must provide the recertification within fifteen (15) calendar days after the Cooperative's request.

No second or third opinion on recertification may be required.

The Cooperative may deny FMLA leave if an eligible employee fails to provide a 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 Cooperative 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 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 Cooperative'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 Cooperative's written designation determination that the eligible employee's leave qualifies 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 Cooperative's obligation to reinstate the employee under the FMLA and the employee shall be terminated.

If the Cooperative's written designation determination that the eligible employee's leave qualifies 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 Cooperative'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 his/her contract.

Intermittent or Reduced Schedule Leave

To the extent practicable, employees requesting intermittent or reduced schedule leave shall provide the Cooperative with not less than thirty (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 scheduled leave for reasons 1 and 2 listed above if the Cooperative agrees to permit such leave upon the request of the employee. If the Cooperative 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 that the employee is qualified for and that 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 Cooperative may temporarily transfer non-instructional, eligible employees for the period of scheduled intermittent or reduced leave to an alternative position that the employee is qualified for and that 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 twenty percent (20%) of the total number of working days in the period during which the leave would extend, the Cooperative may require the employee to elect either to:

a. Take medical leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or

b. Transfer temporarily to an available alternative position offered by the employer that the employee is qualified for, has equivalent pay and benefits, and better accommodates recurring periods of leave than the regular employment position of the employee.

If the employee chooses to transfer to an alternative position, the 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.

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 twenty percent (20%) or less of the total number of working days over the period the leave would extend.

Instructional employees are not required to request intermittent leave when the instructional employee's FMLA leave spans a period when school is closed, such as for winter, spring, or summer breaks; in addition, the time the school is closed is not counted when calculating the amount of FMLA leave the instructional employee has used.

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

In any of the following scenarios, if the Cooperative 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 five (5) weeks prior to the end of the semester

If the eligible, instructional employee begins leave, due to reasons 1 through 4 listed above, more than five (5) weeks prior to the end of the academic term, the Cooperative may require the employee to continue taking leave until the end of the semester, if:

1. The leave is of at least three (3) weeks duration; and
2. The return to employment would occur during the three (3) - week period before the end of the semester.

Leave less than five (5) weeks prior to the 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 five (5) weeks prior to the end of the academic term, the Cooperative may require the employee to continue taking leave until the end of the semester, if:

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

Leave less than three (3) weeks prior to the end of the semester

If the eligible, instructional employee begins leave, due to 1, 2, or 3 listed above, during the period that commences three (3) weeks prior to the end of the semester and the duration of the leave is greater

than five (5) working days, the Cooperative 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 stands in loco parentis, who is on active duty or call to active duty status, and who is of any age.

Certification

The Cooperative may require the eligible employee to obtain certification to help the Cooperative determine if the requested leave qualifies for FMLA leave for the purposes of a qualifying exigency. The Cooperative may deny FMLA leave if an eligible employee fails to provide the 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 Cooperative 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 Cooperative notice of the need for leave as soon as practicable given the facts and circumstances of the particular case. Ordinarily, the employee shall notify the Cooperative within two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, fax, email, or other electronic means. If the eligible employee fails to notify the Cooperative 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 for any qualifying exigency, the Cooperative 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 Cooperative with as much notice as is practicable.

Leave taken by an eligible instructional employee more than five (5) weeks prior to the end of the semester

If an eligible, instructional employee begins leave due to any qualifying exigency more than five (5) weeks prior to the end of the semester, the Cooperative may require the employee to continue taking leave until the end of the semester, if:

1. The leave is of at least three (3) weeks duration; and
2. The return to employment would occur during the three (3) - week period before the end of the semester.

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

SERIOUS ILLNESS

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

Definitions:

"Covered Service Member" 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 service member” is a covered service member’s biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered service member. This term does not include parents “in law.”

“Serious Injury or Illness”:

- A. In the case of a member of the Armed Forces, including the National Guard or Reserves, it means an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in the 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 service member” means a covered service member's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered service member stood in loco parentis, and who is of any age.

“Year”, for leave to care for the serious injury or illness of a covered service member, the twelve (12) month period begins on the first day the eligible employee takes FMLA leave to care for a covered service member and ends twelve (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 twenty-six (26) weeks of leave during one twelve (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 twelve (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 sixteen (16) weeks during a twelve (12) month period could only take a total of ten (10) weeks for reasons 1 through 4 in Section One and for any qualifying exigency. An eligible employee may not take more than twelve (12) weeks of FMLA leave for reasons 1 through 4 in Section One and for any qualifying exigency regardless of how little leave the eligible employee may take to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury.

If a legally married couple are both eligible employees employed by the Cooperative, the legally married couple are entitled to a combined total of twenty-six (26) weeks of leave during one twelve (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. The leave taken by a legally married couple who care for such a covered service member continues to be limited to a total of twelve (12) weeks of FMLA leave for reasons 1 through 4 in Section One and for any qualifying exigency during a year, as defined in

this policy, regardless of whether or not the legally married couple uses less than a combined total of fourteen (14) weeks to care for a covered service member with a serious injury or illness; moreover, the legally married couple's twelve (12) weeks are combined when taken for reasons 1, 2, or to care for a parent under reason 3 in Section One.

For example, a legally married couple who are both eligible employees and who care for such a covered service member for sixteen (16) weeks during a twelve (12) month period could:

1. Each take up to ten (10) weeks for reason 4 in section 1 or a qualifying exigency;
2. Take a combined total of ten (10) weeks for reasons 1, 2, or to care for a parent under reason 3 in Section One; or
3. Take a combination of numbers 1 and 2 that totals ten (10) weeks of leave.

Medical Certification

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

Employee Notice to Cooperative

Foreseeable Leave:

When the need for leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury is clearly foreseeable at least thirty (30) days in advance, the employee shall provide the Cooperative with not less than thirty (30) days' notice before the date the employee intends for the leave is to begin for the specified reason. An eligible employee who has no reasonable excuse for his/her failure to provide the Cooperative with timely advance notice of the need for FMLA leave may have his/her FMLA coverage of such leave delayed until thirty (30) days after the date the employee provides notice.

If the need for FMLA leave is foreseeable less than thirty (30) days in advance, the employee shall notify the Cooperative as soon as practicable. If the employee fails to notify as soon as practicable, the Cooperative may delay granting FMLA leave for an amount of time equal to the difference between 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 Cooperative 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 Cooperative notice of the need for leave as soon as practicable given the facts and circumstances of the particular case. Ordinarily, the employee shall notify the Cooperative within two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, fax, email, or other electronic means. If the eligible employee fails to notify the Cooperative 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 Cooperative 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 service member with a serious illness or injury shall provide the Cooperative with at least thirty (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 service member with a serious illness or injury when the medical need is best accommodated by such a schedule. The eligible employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health care provider.

When granting leave on an intermittent or reduced schedule to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury that is foreseeable based on planned medical treatment, the Cooperative may temporarily transfer non-instructional eligible employees for the period of scheduled intermittent or reduced leave to an alternative position that the employee is qualified for and that better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. Specifically, upon returning from FMLA leave, an employee may be assigned to another position that is not necessarily the same as the employee's former job assignment. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

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

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

If the employee chooses to transfer to an alternative position, the 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, 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 that 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 service member with a serious illness or injury, may not be transferred to an alternative position during the period of the employee's intermittent or reduced leave schedule if, based on the foreseeable planned medical treatment, the employee would be on leave for twenty percent (20%) 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 academic semester

In any of the following scenarios, if the Cooperative 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 five (5) weeks prior to the end of the semester

If the eligible, instructional employee begins leave for any qualifying exigency or to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury more than five (5) weeks prior to the end of the semester, the Cooperative may require the employee to continue taking leave until the end of the semester, if:

1. The leave is of at least three (3) weeks duration; and
2. The return to employment would occur during the three (3) - week period before the end of the semester.

Leave less than five (5) weeks prior to the end of the semester

If the eligible, instructional employee begins leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury during the period that commences five (5) weeks prior to the end of the semester, the Cooperative may require the employee to continue taking leave until the end of the semester, if:

- a. The leave is of greater than two (2) weeks duration; and
- b. The return to employment would occur during the two (2) - week period before the end of the semester.

Leave less than three (3) weeks prior to the end of the semester

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

Determining whether an absence qualifies as FMLA leave is a **COOPERATIVE** responsibility and not the employee's. While much of the statutes' language refers to an employee's request for FMLA leave, the employee has **NO** mandatory responsibility for initiating the exchange of information that might relate his/her absence to that of the FMLA. The Cooperative has the right and the duty to ask for enough information concerning an employee's absence to make a determination. The employee has the responsibility and duty to respond to questions asked in an effort for the Cooperative to make the initial determination. Any issue of medical certification to be provided by the employee is secondary to that of informal questioning to determine whether the absence does in fact, fall under the FMLA umbrella. The Cooperative must fulfill its responsibility for the posting of employee FMLA notice requirements to make those

requirements enforceable. This is done through posting the notices available at the link in footnote #4 **AND** by the employee's receipt of this policy in the employee handbook.

Cooperatives can choose one of four (4) possible "twelve (12) - month period." Each one has possible advantages and disadvantages. Choose the one that will work best for your Cooperative. The four (4) options are:

1. the calendar year;
2. Any fixed twelve (12) - month leave year such as a fiscal year or a year starting on an employee's "anniversary" date;
3. The twelve (12) - month period measured forward from the date any employee's first FMLA leave for reasons 1 through 5 begins;
4. A rolling twelve (12) - month period measured backward from the date an employee uses any FMLA leave for reasons 1 through 5.

A Department of Labor poster along with several additional forms that are necessary to fulfill FMLA's requirements are available at <http://www.dol.gov/whd/fmla/index.htm>.

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

Date Adopted: December 10, 2004

Last Revised: April, 2020

6. Maternity Leave:

Staff members may use accumulated sick leave, vacation leave, and/or personal leave for maternity/adoption leave, with pay. Any unpaid maternity/adoption leave will be counted toward the twelve weeks leave available under the Family Medical Leave Act of 1993.

Date Adopted: December 10, 2004

Last Revised:

7. Military Leave:

Military leave will be granted in compliance with P.L. 93-508 (December 1974) as amended by P.L. 94-286 (May 1976), as amended by P.L. 103-503 (October 1994) and Arkansas Act 956 of 1991 (see appendices). The employee must attach a copy of his military orders to each request.

Date Adopted: December 10, 2004

Last Revised:

8. Annual Leave:

Twelve-month Cooperative employees shall receive ten days of annual leave. A maximum of twenty (20) annual leave days may be accumulated. If taking a planned leave, the employee must have prior approval from the Director or their immediate supervisor. If leave is unexpected, due to an emergency, the employee must contact the Director or their immediate supervisor before taking leave. Actual paid/non-paid days will be published and attached with contracts yearly. Regular holidays are Martin

Luther King's Birthday, Presidents' Day, Spring Break, Memorial Day, Independence Day, Labor Day, Thanksgiving (3 days) and Christmas (10 days)

Date Adopted: March 8, 2008

Last Revised:

9. Catastrophic Leave Bank:

The purpose of the Catastrophic Leave Bank is to help contributing employees in need of additional sick days after their accumulated sick days, personal days, and annual leave days have been exhausted. The Bank is to be used to help members experiencing catastrophic illnesses and disabilities to the member or member's immediate family. All requests to use the bank will be subject to approval by a committee of trustees and the Director. *Elective Surgery is excluded. Pregnancy and Childbirth or related complications are acceptable based upon the recommendation of the doctor. The Bank will not cover days taken off by the employee to stay home without medical reasons and documentation by the doctor. Abuse will not be tolerated. This is to help those in need. It has not been created to supplement excessive and abusive use of sick days. A member may not request more than **ten (10) days from the Bank during the current fiscal year.

*Based upon medical necessity, elective surgery cases may be re-evaluated.

**Additional days may be requested. The trustees may grant any or all of these days based on the individual's needs and soundness of the Bank.

Definitions:

1. **Catastrophic illness or disabilities** for the purposes of this program is defined as the following: A medical condition of an employee or of the employee's immediate family, that requires an employee's absence from duty for a prolonged period of time and which, except for the catastrophic leave program, would result in a substantial loss of income to the employee because of the exhaustion of all earned sick days, annual leave days, and personal days. A physician must certify the medical condition. *(As defined in the AR Department of Elementary Secondary Education's Catastrophic Leave Bank Program.)*

2. **Immediate family**, for the purposes of this program, is defined as the following: Spouse, children, father, mother, grandparents and any individual acting as a parent or guardian of an employee. *(As defined in the SWAEC sick leave policy.)*

Membership in the Catastrophic Leave Bank:

Members will be the employed staff of the Southwest Arkansas Education Cooperative. New employees will have to work one year before being eligible to become a member. Each individual will have the right either to be a member of the bank or to decline membership. Employees entitled to sick leave in the system may become members by donating one day of their sick leave during an open enrollment period between July 1st and August 31st each year. The membership fee of one donated day must be deposited in writing on the Catastrophic Leave Bank Donation Form (see bookkeeping office). Donations are not refundable or transferable.

Membership in the Catastrophic Leave Bank is considered continuous unless the trustees receive written notice of withdrawal of membership. Members who have reached the limit of sick days to be accumulated will have their excessive days automatically transferred into the Bank. The transfer of one day for membership is mandatory; members may donate additional days if they choose to do so during

the open enrollment period. When the bank reaches 200 days, donations may not be required for the upcoming contract year for existing members. New members will still be required to donate.

Eligibility to use the Catastrophic Leave Bank:

Eligibility requirements are designed to meet the needs of the members, keeping in mind complete fairness to all. All requests to withdraw days from the Bank shall be filed on the Catastrophic Leave Bank Request Form (see bookkeeping office) and subject to approval by the trustees and the Director. No employee on Workers' Compensation shall be permitted to draw from the Bank. In the event that the employee is unable to make a request to the Bank himself/herself, a family member may make the request on behalf of the member. Members of the Bank shall be eligible to make applications to the Bank under the following conditions:

1. The member has exhausted his or her accumulated sick leave, personal, and annual leave days.
2. The applicant is enrolled in the Catastrophic Leave Bank.

Maintenance of the Catastrophic Leave Bank:

1. A member utilizing sick days from the Bank will not have to replace those days except as a regular contributing member.
2. Days cannot be returned to a member once they have been assigned to the Bank.
3. Members will be assessed for no more than one additional day per current year when the Bank has reached the point of near depletion. The point near depletion is 10 days. Members will be notified of the situation. The trustees will decide the proper course of action to be taken, subject to approval by the Director.

Committee of Trustees and Administration of Catastrophic Leave Bank:

1. A three (3) member committee of trustees from different departments within the Cooperative will oversee the administration of the Bank. The committee will consist of certified and non-certified personnel. Each representative will serve a term of *3 years and may not succeed himself or herself.
2. The Cooperative Payroll/Bookkeeper will keep the records of the Bank and will also provide membership and request forms.
3. Upon receipt of the request, the trustees will make a recommendation to the Director and a decision will be made within five (5) working days. The applicant may be called upon to answer any questions concerning the request.
4. If an applicant disagrees with the committee's decision, he/she may file a written appeal to the Director within five (5) working days and will receive a response within five (5) working days.
5. If abuse is suspected (before, during, or after the request), the committee will inform the Director. The Director and the employee's direct supervisor will investigate the alleged abuse. If abuse of sick days is evident, the employee will not be granted days from the Bank. If days have already been approved and used, the employee shall repay all sick leave credit drawn from the Bank.

**To begin the 3-year rotation of trustees, three (3) trustees will be voted in. By drawing a number 1 to 3 (representing 1 to 3 years), one person will serve 1 year, one will serve 2 years, and the third will serve 3 years. Following this beginning rotation, each new trustee voted in will serve 3 years. This ensures a continuous flow of experienced trustees serving the members.*

Date Adopted: December 10, 2004

Last Revised:

10. Court and Jury Leave:

Any employee who is subpoenaed will be entitled to regular Cooperative compensation without any deductions from regular salary. Reasonable notice should be given the Director.

Date Adopted: December 10, 2004

Last Revised:

11. Reporting Leave: (see Electronic Forms)

All types of leave must be reported to the Director or designee prior to the requested leave. Emergency situations that prevent prior notification should be reported as soon as possible, or upon the employee's return to work. The Director or a designee shall keep an official record of each employee's leave and it will be reviewed by each employee periodically.

Date Adopted: December 10, 2004

Last Revised:

2.14---RELATED BENEFITS

1. Health Insurance Coverage:

- A The State of Arkansas provides blanket health insurance coverage for all eligible Cooperative employees who choose to participate. The state makes a monthly contribution for members in an amount that is determined by a governing committee at the state level.
- B Employees desiring membership and coverage under the plan for their spouse and/or dependents must bear the cost of additional premiums above the state contribution.

Date Adopted: December 10, 2004

Last Revised:

1 A. Health Care Coverage and the Affordable Care Act

Definitions

“Dependent”, for purposes of this policy, means an employee’s child(ren) and/or spouse who are enrolled by the employee in health care coverage through the Cooperative’s health care plans.

“Full-time employee”, for purposes of this policy, means an employee in a position requiring on average thirty (30) hours of actual performance per week during the annual school year.

“Responsible individual” means a primary insured employee who, as a parent or spouse, enrolls one or more individual(s) in health care coverage through the Cooperative’s health care plans.

"Variable hour employee", for the purposes of this policy, means an individual who has no base minimum number of hours of performance required per week.

Health Insurance Enrollment

All full time Cooperative employees are eligible to enroll themselves; their spouse, so long as the spouse is not otherwise eligible for insurance through his/her employer's sponsored plan; and their child(ren) in one of the insurance plans through the Public School Employee Life and Health Insurance Program (PSELHIP). Variable hour employees are not eligible to enroll in a PSELHIP plan. If a variable hour employee's measurement period finds that the employee averaged thirty (30) or more hours per week, then the employee is treated as a full time employee rather than a variable hour employee and is eligible for health insurance. New full time employees have sixty (60) days following the start date of the employee's contract to elect to enroll in a PSELHIP plan; all new employees shall be informed in writing of the start date of the employee's contract and that the employee has sixty (60) days from that date to elect PSELHIP coverage. Coverage for new employees who choose to enroll in a PSELHIP plan shall take effect on the first of the month following the date on the enrollment application. Coverage shall be in effect until the end of the calendar year. Employees who experience a Qualifying Status Change Event have sixty (60) days from the date of the Qualifying Status Change Event to file an application to change coverage information. All employees who continue to be eligible may elect to continue coverage and make changes to their PSELHIP plan for the following plan year during the yearly open enrollment period.

The Cooperative shall ensure all employees are provided education annually on the advantages and disadvantages of a consumer-driven health plan option and effective strategies of using a Health Savings Account (HSA). Any employee who enrolls in a PSELHIP consumer driven health care plan is required to establish an HSA unless the employee is ineligible for an HSA.

Cooperative Contribution to Premiums

At a minimum, the Cooperative shall distribute the established contribution rate to all employees who are enrolled in one of the PSELHIP plans which shall include any mandatory increases to the contribution rate due to increases to the salary schedule.

Measurement Method of Employee Hours

The Cooperative uses the look-back method for determining if an employee qualifies as a full-time employee.

W-2

For all full-time employees who are enrolled in a PSELHIP plan, the Cooperative shall indicate in box twelve (12) of the employee's Form W-2 the cost of the employee's health care coverage by using code "DD".

Statement of Return

The Cooperative shall send to each full-time employee a Statement of Return (Statement) regarding the IRS Return filed on the employee. The Statement shall contain: The Cooperative's name, address, and Employer Identification Number (EIN) as well as a copy of the IRS Return filed on the employee. The Cooperative shall send a copy of the Statement to the employee on or before January 31 of the calendar

year following the calendar year the information in the Statement covers. The Cooperative shall send only one Statement to the household of an employee who meets the definition of a responsible individual that will include all requisite information for both the responsible individual and the responsible individual's dependent'(s). The Statement will be mailed to the employee's address on record.

Record Retention

The Cooperative shall maintain copies of the Statements sent to employees in accordance with the requirements for documents transmitted to the IRS in SWAEC Policy covering RECORD RETENTION AND DESTRUCTION.

Legal References: A.C.A. § 6-17-1117
 A.C.A. § 21-5-401 et seq.
 26 C.F.R. § 54.4980h-0 et seq.
 26 C.F.R. § 31.6001-1

Date Adopted: March 10, 2015

Last Revised: June, 2022

2. Flexible Cafeteria Plan:

Employees may participate in a cafeteria section plan flexible benefit program under Code Section 125 of the Internal Revenue Code through which certain fringe benefits may be purchased by salary deduction.

Date Adopted: December 10, 2004

Last Revised:

3. Tax Deferred Annuity 403(b):

Employees may participate in a Salary Reduction (Elective Deferral Only) Tax Sheltered Annuity.

Date Adopted: December 10, 2004

Last Revised:

4. Workers' Compensation Coverage:

It is the intent of the Southwest Arkansas Education Cooperative to provide a safe and accident work-free workplace. SWAEC provides Workers' Compensation (WC) Insurance, as required by law. Employees are encouraged to practice safe work habits and to always use good judgment related to all work tasks. Additionally, employees are encouraged to report any workplace problem(s) that might result in an employee injury or sickness. While many injuries will require no medical treatment or time

lost at work, should the need for treatment arise later, it is important that there be a record that the injury occurred. All employees have a duty to provide information and make statements as requested for the purposes of the claim assessment and investigation.

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

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

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

1. The employee must immediately, or as soon as possible, report the incident to his/her immediate supervisor and must report the claim as soon as possible to the payroll clerk or the office manager at the Cooperative business office.

2. At the time the claim is reported to the Cooperative Business Office, the employee will be given a basic fact sheet that covers frequently asked questions regarding this coverage. The employee will be given the name of the SWAEC Workers' Compensation approved doctor. In addition, within 24 hours of the claim, employees whose injuries require medical attention shall submit to a drug test, which shall be paid at the Cooperative's worker's compensation carrier's expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of worker's compensation benefits.

3. The personnel of SWAEC do not participate in eligibility determination. All claims will be reviewed by an independent claims agency, approved by Workers' Compensation, to determine eligibility. The employee is responsible for all expenses that are incurred if the claim is denied. Simply reporting the claim does not guarantee an eligible claim.

4. There is an appeal process for those claims that are denied. In case of a denial, a denial notification will be sent to the employee, and the appeal process will be outlined on this notification.

A Workers' Compensation absence may run concurrently with FMLA leave 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 Cooperative'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 Cooperative due to a Workers' Compensation claim may not work at a non-Cooperative job until they have returned to full duties at their same or equivalent Cooperative job; those who violate this prohibition may be subject to discipline up to and including

termination. This prohibition does NOT apply to an employee who has been cleared by his/her doctor to return to "light duty" but the Cooperative 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, an employee:

- Will be charged for a day's sick leave for 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 (8) 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 fourteen (14) or more days will be credited back that portion of sick leave for the first seven (7) days of absence that is not necessary to have brought the total amount of combined income up to 100% of the employee's usual contracted gross pay.

Legal References:

Ark. Workers Compensation Commission RULE 099.33 - MANAGED CARE
A.C.A. § 11-9-102
A.C.A. § 11-9-508(d) (5) (A)
A.C.A. § 11-9-514(a) (3) (A) (i)

Date Adopted: May 21, 2013

Last Revised: March 9, 2016

2.15—TRAVEL EXPENSE REIMBURSEMENT

1. SWAEC will use a mileage chart based on Google Maps website to figure mileage. Mileage will be computed from site to site, not city to city.. Any exceptions are at the discretion of the Director. Employees who spend most of their time in the field and are not required to come to the SWAEC offices on a daily basis, should compute their mileage on those days as explained below:

The employee must reach his/her actual work site and return to his/her residence at his/her own expense. Business mileage is the mileage between work sites. **As per IRS guidelines, employees are to be at the first assigned site for an official reason a minimum of 30 minutes before transitioning to another site in order to claim mileage.**

- a. Travel to a temporary/alternate work location (school/day-care/home visit site) from home- The employee shall be reimbursed if the number of miles between the employee's home and the temporary work location exceeds the normal commuting miles driven from the home to regular work station (office or assigned school.) For example, if the employee assigned office is 10 miles from the employee's home, and he/she must travel to an alternate worksite 15 miles from home, the traveler would only be reimbursed each way for 5 miles (15 - 10 = 5).

- b. Travel to normal work station (office or assigned school) then to an alternate site- If the employee performs official local travel during the regular work day after arriving at their home base, the travel costs exceeding the normal daily commuting costs will be reimbursed. For example, if the employee is at the assigned office site for part of the day but finishes the day at an alternate site, the reimbursable amount is determined by subtracting the employee's normal daily commute home - from office to site is 15 miles and office to home is 10 miles so paid 15 miles for first leg of trip and 5 miles for trip home (15-10 = 5). If the employee returns to the office, then the full trip mileage of 15 miles each way would be reimbursed.
 - c. Travel to out of area conferences, meetings, training sessions, and other business-related activities- The employee shall be reimbursed each way the number of miles between the employee's home and the location of the conference, meeting, training sessions or other training activity.
 - d. Itinerant staff- The employee shall be reimbursed for all miles driven from their first daily assignment to any subsequent assignment during the day. Itinerant employees will not be reimbursed mileage from home to their first assignment or from their last assignment to home, regardless of their place of residence.
2. Rates for reimbursement will be set and approved by the Board of Directors, but, unless specified by Board amendment, the rate will be the same as the rate allowed by the DESE.
 3. Fees for parking a privately-owned vehicle are reimbursable if the fees are incurred while conducting organizational business. Valet parking fees are not permitted unless there is no other reasonable parking.
 4. Vehicle rental will be approved only in instances when it is a necessary means for transportation for SWAEC business. The first consideration for vehicle rent should be public transportation, shuttles, and taxi service.
 5. Actual expenses of lodging will be reimbursed when a preapproved business related meeting dictates the necessity for overnight accommodations. Employees are only eligible for reimbursement for travel expenses for travel that has been approved in advance. If travel is made prior to approval being given, employees are in danger of disciplinary action and /or not receiving reimbursement.
 6. Meal reimbursements: Cooperative employees are eligible for meal reimbursements, as per IRS guidelines, **only when an employee stays overnight** for a business-related function. The Director may disallow expenditures that are excessive. Itemized receipts and appropriate documentation illustrating meeting purpose shall be required. All meal receipts must be itemized in order to receive your reimbursement. Receipts not itemized must show documentation of what was purchased, name of vendor, dated and signed by vendor.

Expenses not covered

The Cooperative shall not reimburse the following items/categories of expenses:

1. Alcoholic beverages;
2. Snacks;

3. Entertainment expenses – including sports or sporting events; pay per view or game expenses at motels;
4. Replacement due to loss or theft;
5. Discretionary expenses for items such as clothing or gifts;
6. Room service and associated room service charges and fees;
7. Delivery charges for food services;
8. Medical expenses incurred while on route to or from or at the destination of the reason for the travel; and

Rates are as follows (before tax):	Hot Springs, AR	All other cities in AR
Maximum Lodging	\$103 per night	\$96 per night
Maximum per Meal	Breakfast \$14 Lunch \$16 Dinner \$29	Breakfast \$13 Lunch \$15 Dinner \$26

7. Meal and lodging allowance are based on current Per Diem rates for AR. The above table shows rates current March 2022. Using the above table, claim what you spent for the items. Also, provide proper receipts. If you exceed the allotted amounts per meal, you will be required to reimburse the Cooperative. Room rates exceeding the above rates must have prior approval and include a justification why it was in the best interest of SWAEC. Reimbursement for actual lodging expenses exceeding the above amounts may be allowed with advanced written approval of the Director or his/her designee. Itemized receipts are still required. For out of state trips the Federal Travel Guide will be used. See the Federal-per-Diem site at

http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentType=GSA_BASIC&contentId=17943

8. Travel Request Forms are required for any activity being conducted outside the boundaries of the Southwest Arkansas Education Cooperative or the school districts you serve. In conjunction with copies of your travel request form, you must have your agenda or registration form attached, and a copy of your credit card receipts relating to the recorded travel in order to receive your reimbursement. Travel reimbursement must be turned in monthly. Employees must turn in their TR-1 reimbursement form no later than the 15th of the following month.

All credit card receipts must be submitted to the assistant bookkeeper in a timely manner. Each receipt should be initialed and coded to the correct fund. Do not attach original SWAEC credit card receipts to your TR-1.

Travel request forms must be submitted and approved prior to the trip.

9. The TR-1 must reflect all expenses incurred during travel both out of pocket and credit card including hotel, food, and incidentals (registration, taxi, parking, supplies, etc.)

Tips paid by a school employee for meals associated with travel as defined in this policy are reimbursable for up to 15% of the cost of the meal provided the employee submits a receipt for the meal as part of an "accountable plan" for reimbursement. Tips are figured on the subtotal amount. Any overage by an employee will need to be reimbursed.

10. Meal expenses incurred by the Director or other administrators as necessary, in the performance of their duties when meeting with state officials or consultants may be reimbursed on a prorated, per person basis in line with the mandates of this policy. Such expenses shall only be reimbursed when the expenditure is likely to result in a tangible benefit to the Cooperative.

Vicinity Mileage:

- Map mileage is the official map mileage from one location to another performed in a privately owned vehicle. Vicinity mileage refers to travel that is in excess of map mileage while conducting Cooperative business in a privately owned vehicle. This includes miles incurred by travelers in excess of the SWAEC published mileage charts during overnight stays.
- An example of vicinity miles is the distance from a hotel (point of origin) in a city or town to a dinner meeting.
- A separate entry shall be made on the travel document for travel in the vicinity of a community or city.

If overnight lodging is required, an employee is entitled to claim vicinity miles if they are conducting Cooperative business in a privately owned vehicle. A separate entry shall be made on the TR1 to record vicinity miles. SWAEC will award 10 miles per overnight stay for vicinity miles.

Date Adopted: May 21, 2013

Last Revised: March, 2022

2.16---TELEPHONE USAGE

All personal calls made from the Cooperative must be charged to your home phone or a personal calling card. No personal calls are to be charged to the Cooperative phone.

Date Adopted: December 10, 2004

Last Revised:

2.17---TECHNOLOGY USAGE

Introduction

The Southwest AR Education 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 cooperative are subject to disclosure under the Freedom of Information Act.

Passwords or security procedures are to be used as assigned, and confidentiality of student records is to be maintained at all times. Employees must not disable or bypass security procedures, compromise,

attempt to compromise, or defeat the cooperative's technology network security, alter data without authorization, or disclose passwords to other staff members. The Information Technology Security Officer or designee may authorize the disabling of the filter to enable access by an adult for a bona fide research or other lawful purpose.

It is the policy of Southwest Arkansas Education Cooperative (SWAEC) to: (a) prevent user access over its computer network to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) prevent unauthorized access and other unlawful online activity; (c) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and (d) comply with the Children's Internet Protection Act [Pub. L. No. 106-554 and 47 USC 254(h)] to the best of our organization's ability.

Definitions

Key terms are as defined in the Children's Internet Protection Act.

Access to Inappropriate Material

To the extent practical, technology protection measures (or "Internet filters") shall be used to block or filter Internet, or other forms of electronic communications, access to inappropriate information. Filters in place currently include a local Fortigate appliance and use of M8e6 appliances at the state level.

Specifically, as required by the Children's Internet Protection Act, blocking shall be applied to visual depictions of material deemed obscene or child pornography or to material deemed harmful to minors.

Subject to staff supervision, technology protection measures may be disabled or, in the case of minors, minimized only for bona fide research or other lawful purposes.

Inappropriate Network Usage

To the extent practical, steps shall be taken to promote the safety and security of users of the Southwest Arkansas Education Cooperative online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications. Specifically, as required by the Children's Internet Protection Act, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called "hacking," and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

Acceptable Use:

This statement represents a guide to the acceptable use of SWAEC's servers attached to the APSCN. Any user of SWAEC services and the APSCN statewide network must comply with this policy and the stated purposes and the Acceptable Use Policies of SWAEC and the APSCN/DESE. Each user is responsible for their activity and is also responsible to be familiar with the Acceptable Use Policy or equivalent policies as they are developed and/or adopted.

The following guidelines will be applied to determine whether or not a particular use of SWAEC network resources and APSCN/DESE network is appropriate:

1. Users must respect the privacy of others; for example, users shall not intentionally seek information on, obtain copies of, or modify files, other data, or passwords belonging to others, or represent themselves as another user unless explicitly authorized to do so by that user.
2. Users must respect the legal protection provided by copyright and license to programs and data.

3. Users must respect the integrity of computing and network systems; for example, users shall not intentionally develop or use programs that harass other users or infiltrate a computer, computing system or network and/or damage or alter the software components of a computer, computing system or network.
4. Use should be consistent with guiding ethical statements and accepted community standards. Malicious use is not acceptable.
5. APSCN and/or SWAEC's network may not be used in ways that violate applicable laws or regulations.
6. Use of APSCN and/or SWAEC's network in a manner that precludes or significantly hampers its use by others is not allowed.
7. Unsolicited advertising is not acceptable. Advertising is permitted on some Web pages, mailing lists, newsgroups and similar environments, if advertising is explicitly allowed in that environment.
8. Repeated, unsolicited and unwanted communication of an intrusive nature is not acceptable. For example, continuing to send e-mail messages to an individual after being asked to stop is not acceptable.
9. Connections that create routing patterns that are inconsistent with the effective and shared usage of the network may not be established.

The intent of this policy is to make clear certain uses that are and are not appropriate, not to exhaustively enumerate all such possible uses. Using the guidelines given above, SWAEC may at any time make determinations that particular uses are or are not appropriate. SWAEC will not monitor or judge the content of information transmitted over the APSCN network but will investigate complaints of possible inappropriate use. In the course of investigating complaints, SWAEC staff will safeguard the privacy of all parties and will themselves follow the guidelines given in this policy.

Remedial Action:

When SWAEC learns of possible inappropriate use, SWAEC staff will notify the user that is responsible. In an emergency, in order to prevent further possible inappropriate activity, SWAEC may temporarily disconnect a member from network and/or other computer resources. If this is deemed necessary by SWAEC staff, every effort will be made to inform the user prior to disconnection and every effort will be made to re-establish the connection as soon as it is mutually deemed safe. Upon a second infraction, the SWAEC dismissal process will be enacted.

Employees who misuse cooperative-owned computers in any way, including excessive personal use, using computers for personal use during work 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.

For-Profit Revenue Policy:

SWAEC does not permit for-profit user web sites or pages to operate on its hosted web sites nor the APSCN network.

Abuse reports and reporting:

As the Internet has grown, there has also been a steady growth in the number and variety of Internet "abuse" cases. Internet abuse encompasses all sorts of negative acts, including email spamming, copyright infringement, network-based hacking and personal crimes including stalking and harassment.

The purpose of this policy is to promote effective mechanisms for SWAEC and APSCN to use in dealing with such incidents. To receive reports about Internet abuse including copyright infringement claims,

send email to david.henderson@swaec.org. This email address is the preferred way to report abuse incidents involving traffic carried on the SWAEC network. Messages to this address are received by system administration staff who work to resolve serious abuse issues. SWAEC prefers this mechanism for Internet abuse reports because it allows everyone involved to create and exchange a written record of incidents.

No Warranties-Limitation of Liabilities

SWAEC does not make any express or implied warranty of any kind. The protocols used on the networks (e.g., TCP/IP) call for end to end verification of the accuracy of any message and all data sent or received. Such verification is the sole responsibility of the individual using the networks. Neither SWAEC nor the APSCN network will be responsible for any loss from delays, non-deliveries, incorrect deliveries, service interruptions, including those caused by negligence, errors, omissions or other losses or damages. Use of information obtained via the services provided by SWAEC and APSCN is at the individual's own risk. The individual is solely responsible for (a) the accuracy and/or quality of information obtained or data transmitted and (b) ensuring that each message sent has been received. Neither SWAEC nor APSCN shall be liable for any damages arising from any event that is out of its control. Neither SWAEC nor APSCN shall be liable for indirect, special, incidental, exemplary, consequential, or any other form of money damages, including, but not limited to lost profits, or for the loss of data or information of any kind, however caused, and arising out of or in connection with the performance or the provision of service by SWAEC or APSCN.

E-mail Usage

SWAEC may provide users with access to an email system. All e-mail messages are company records. These systems may be subject to periodic unannounced inspections, and should be treated like other shared filing systems. The contents of the email may be disclosed within the company without express permission. Therefore, one should not assume that messages are confidential. Backup copies of email may be maintained and referenced for business and legal reasons. The SWAEC e-mail system is to be used for business purposes only.

Internet Usage

SWAEC respects the privacy of its employees. However, employee privacy does not extend to the employee's work-related conduct or to the use of company provided equipment or supplies. As a condition of providing Internet access to its employees, SWAEC places certain restrictions on workplace use of the Internet. The Internet may be used to acquire information related to the performance of regularly assigned duties or to facilitate performance of any task or project in a manner approved by an employee's supervisor. Users are expressly prohibited from using the Internet for the following:

- Any illegal or unlawful purposes such as copyright infringement, obscenity, libel, slander, fraud, defamation, plagiarism, harassment, intimidation, forgery, impersonation, illegal gambling, soliciting for illegal pyramid schemes, and deliberate computer tampering (e.g. spreading computer viruses or worms);
- Unreasonable or extensive personal use or a use which does not fulfill or conflicts with the individual's role within the Cooperative. Inappropriately viewing, copying, altering, or destroying data, software, documentation, or data communications belonging to the Cooperative or another individual without authorized permission;

- Violation of the policies, rules, or regulations or codes of conducts or in any manner that is not consistent with the professional status of the Southwest Arkansas Education Cooperative, misrepresents the Cooperative, or brings the Cooperative into disrepute;
- Game playing, except when appropriate for educational use and/or demonstration;
- Shopping, except when appropriate and/or approved for business use;
- Solicitation;
- Streaming audio (radio) or video, except when deemed appropriate for business and/or educational purposes;
- Any software which results in violating any of the policies outlined in this document;
- Non work-related or non-educational chat rooms, forums, discussion boards, etc.

Supervision and Monitoring

It shall be the responsibility of all members of the Southwest Arkansas Education Cooperative staff to supervise and monitor usage of the online computer network and access to the Internet in accordance with this policy and the Children’s Internet Protection Act (CIPA), specifically pertaining to minors and the staff's primary computer.

Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the Technology Coordinator or designated representatives.

Adoption

The Board of Southwest Arkansas Education Cooperative adopted this Internet Safety Policy at a public meeting, following normal public notice, in June 2014.

CIPA definitions of terms as used within this document:

TECHNOLOGY PROTECTION MEASURE. The term “technology protection measure” means a specific technology that blocks or filters Internet access to visual depictions that are:

OBSCENE, as that term is defined in section 1460 of title 18, United States Code;

CHILD PORNOGRAPHY, as that term is defined in section 2256 of title 18, United States Code; or Harmful to minors.

HARMFUL TO MINORS. The term “harmful to minors” means any picture, image, graphic image file, or other visual depiction that: Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

SEXUAL ACT; SEXUAL CONTACT. The terms “sexual act” and “sexual contact” have the meanings given such terms in section 2246 of title 18, United States Code.

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: November 9, 2011

Last Revised: May 15, 2017

2.17 A.—INFORMATION TECHNOLOGY SECURITY

The Director shall be responsible for ensuring the Cooperative has the necessary components in place to meet the Cooperative’s needs and the state’s requirements for information technology (IT) security. To aid the Director in creating, monitoring, and updating the Cooperative’s IT Security system, the Director shall appoint an information security officer (ISO). The ISO shall be responsible for:

- a) Overseeing the Cooperative-wide IT security system;
- b) Development of Cooperative IT policies and procedures;
- c) Development and leading of employee training on the IT Security requirements;
- d) Ensuring compliance with the adherence to the AR Department of Elementary Secondary Education (DESE) IT Security standards.

The ISO shall work with other IT staff, the Director, and Cooperative management appointed by the director to develop a Cooperative IT Security system necessary to meet the requirements of this policy and DESE’s standards. The IT security system shall contain the necessary components designed to accomplish the following:

1. The Cooperative IT security system shall contain mechanisms, policies, procedures, and technologies necessary to prevent disclosure, modification, or denial of sensitive information.

For the purposes of the IT Security system, “sensitive data” is any and all student and employee data that is either personally identifiable information (PII) or any non PII information that, if assembled together, would allow a reasonable person to identify an individual. Sensitive data includes, but is not limited to:

- Student personally identifiable information, except as allowed by the Family Educational Rights and Privacy Act (FERPA); and
- Employee personally identifiable information, except as required by Ark. Code Ann. § 6-11-129.

All Cooperative employees having access to sensitive information shall receive annual IT security training, which shall emphasize the employee’s personal responsibility for protecting student and employee information.

2. Physical access to computer facilities, data rooms, systems, networks and data will be limited to those authorized personnel who require access to perform assigned duties.

User workstations shall not be left unattended when logged into sensitive systems or data that includes student or employee information. Workstation settings shall be set for automatic log off and require a password for the system to restore from screensavers.

All equipment that contains sensitive information shall be secured to deter theft. No sensitive data shall be retained on laptops and/or remote devices (home computer, thumb drives, cellphones, CDs, etc.) unless it is encrypted in accordance with the Arkansas State Security Office’s Best Practices.

Server rooms and telecommunication rooms/closets shall be protected by appropriate access control. The rooms shall be segregated from general school or Cooperative office areas to restrict access. Server room access control shall be enforced using locks to allow unescorted access only to IT or management staff who require access to perform their job functions.

3. Network perimeter controls will be implemented to regulate traffic moving between trusted internal (Cooperative) resources and external, untrusted (internet) entities. All network transmission of sensitive data shall enforce encryption where technologically feasible.

The Cooperative shall maintain a network configuration management program that includes at a minimum:

- a) A network diagram identifying all connections, addresses, and purpose of each connection including management approval of all high-risk internet facing ports such as mail (SMTP/25), file transport protocol (FTP/20-21), etc.
- b) All public facing (internet) servers and workstations segmented on a demilitarized zone (DMZ) that keeps them separate from the internal Cooperative network.

All wireless access shall require authentication. The COOPERATIVE wireless networks will deploy a network authentication and encryption in compliance with the Arkansas State Security Office's Best Practices. Scans for rogue wireless devices will be conducted at a minimum monthly. Any Rogue wireless device shall be disabled.

Remote access with connectivity to the Cooperative internal network shall be achieved using encryption. Appropriate WARNING BANNERS shall be implemented for all access points to the Cooperative internal network.

4. System and application access will be granted based upon the least amount of access to data and programs required by the user in accordance with a business need-to-have requirement.

The Cooperative shall enforce strong password management for:

- Employees and contractors as specified in Arkansas State Security Office Password Management Standard;
- Students as specified in Arkansas State Security Office K-12 Student Password Management Best Practice.

User access shall be limited to only those specific access requirements necessary for an employee to perform his/her job functions. Where possible, segregation of duties shall be utilized to control authorization access.

SWAEC does not retain emails for any specified length of time

User access shall be granted and terminated upon timely receipt of a documented access request/termination. All access requests shall require approval by the ISO or designee. Ongoing access shall be reviewed for all users at a minimum annually.

Audit and log files shall be generated and maintained for at least ninety (90) days for all critical security-relevant events, including but not limited to:

- Invalid logon attempts;
- Changes to the security policy/procedures; and
- Failed attempts to access objects by unauthorized users.

IT administrator privileges for operating system(s), database(s), and applications shall be limited to the minimum number of staff required to perform these sensitive duties.

5. Application development and maintenance for in-house developed student or financial applications will adhere to industry processes for segregating programs and deploying software only after appropriate testing and management approvals.

Any custom-built student or financial applications or supporting applications that interface, integrate with, or provide queries and reporting to/from student or financial systems shall be developed using a system development life cycle approach that incorporates at a minimum:

- a) Planning, requirements, and design;
- b) User acceptance testing (UAT);
- c) Code reviews; and
- d) Controlled migration to production.

Any changes to core or supporting applications that provide student or financial processing or reporting shall be implemented in a controlled manner that includes at a minimum:

- Documentation of any change, including changes to both infrastructure and application;
- Management approval of all changes; and
- Controlled migration to production, including testing as appropriate.

6. Monitoring and responding to IT related incidents will be designed to provide early notification of events and rapid response and recovery from internal or external network or system attacks.

The Cooperative shall develop and maintain an incident response plan to be used in the event of system compromise that shall include:

- a) Emergency contacts;
- b) Incident containment procedures; and
- c) Incident response and escalation procedures.

7. To ensure continuous critical IT services, the Cooperative ISO will develop a business continuity/disaster recovery plan appropriate for the size and complexity of the Cooperative IT operations.

The Cooperative-wide business continuity plan shall include at a minimum:

- Procedures for performing routine backups at least weekly and the storage of backup media at a secured location other than the server room or adjacent facilities. Backup media shall be stored off-site a reasonably safe distance from the primary server room and retained in a fire resistant receptacle;
- A secondary backup processing location, such as another School or Cooperative building, shall be identified;
- A documented calling tree with emergency actions to include:
 - o Recovery of backup data;
 - o Restoration of processing at the secondary location; and
 - o Generation of student and employee listings to ensure an accurate headcount.

8. Server and workstation protection software will be deployed to identify and eradicate malicious software attacks such as viruses, spyware, and malware.

Spyware and virus protection software shall be installed, distributed, and maintained on all production platforms, including:

- a) File/print servers;
- b) Workstations;
- c) Email servers;
- d) Web servers; and
- e) Application and database servers.

Malicious software protection shall include:

- Weekly update downloads;
- Weekly scanning;
- The malicious software protection to be in active state (real-time) on all operating servers/workstations.

All security-relevant software patches shall be applied within thirty (30) days and critical patches shall be applied as soon as possible.

Legal Reference: Commissioner's Memo RT-15-010

Date Adopted: May 20, 2015

Last Revised:

2.18---SOCIAL NETWORKING AND ETHICS

Definitions

Social Media Account: a personal, individual, and non-work-related account with an electronic medium or service where users may create, share, or view user-generated content, including videos, photographs, blogs, podcasts, messages, emails or website profiles or locations, such as Facebook, Twitter, LinkedIn, TikTok, Instagram.

Professional/education Social Media Account: an account with an electronic medium or service where users may create, share, or view user-generated content, including videos, photographs, blogs, podcasts, messages, emails or website profiles or locations, such as Facebook, Twitter, LinkedIn, TikTok, Instagram.

Blogs are a type of networking and can be either social or professional in their orientation. Professional blogs, approved by the Director or his/her designee, are encouraged and can provide a place for staff to inform students and parents on school related activities. Social blogs are discouraged to the extent they involve staff and students in a non-education oriented format.

Policy

Southwest AR Education Cooperative staff members are encouraged to use educational technology, the Internet, and professional/education social networks to help raise student achievement and to improve communication with member districts and communities served including parents and students. However, technology and social media accounts also offer staff many ways they can present themselves unprofessionally and/or interact with students inappropriately.

It is the duty of each staff member to appropriately manage all interactions with students, regardless of whether contact or interaction with a student occurs face-to-face or by means of technology, to ensure that the appropriate staff/student relationship is maintained. This includes instances when students initiate contact or behave inappropriately themselves.

Cooperative staff, like public school employees are, and always have been, held to a high standard of behavior. Staff members are reminded that whether specific sorts of contacts are permitted or not specifically forbidden by policy, they will be held to a high standard of conduct in all their interactions with students. Failure to create, enforce and maintain appropriate professional and interpersonal boundaries with students could adversely affect the Education Cooperative's relationship with the community and jeopardize the employee's job with the Education Cooperative.

The Division of Elementary and Secondary Education (DESE) *Rules Governing the Code of Ethics for Arkansas Educators* requires Cooperative staff to maintain a professional relationship with each student, both in and outside the classroom. The Board of Directors encourages all staff to read and become familiar with the Rules. Conduct in violation of the DESE *Rules Governing the Code of Ethics for Arkansas Educators*, including, but not limited to conduct relating to the inappropriate use of technology or online resources, may be reported to the Professional Licensure Standards Board (PLSB) and may form the basis for disciplinary action up to and including termination.

Staff members are cautioned about creating personal social media accounts to which they invite students to be friends or followers. Employees taking such action do so at their own risk and are advised to monitor the site's privacy settings regularly.

Education Cooperative employees may set up blogs and other professional/education social media accounts using Education Cooperative resources and following Education Cooperative guidelines to promote communications with member districts, students, parents, and the community concerning Cooperative related activities. Accessing professional/education social media during work hours is permitted.

Staff are reminded that the same relationship, exchange, interaction, information, or behavior that would be unacceptable in a non-technological medium, is unacceptable when done through the use of technology. In fact, due to the vastly increased potential audience digital dissemination presents, extra caution must be exercised by staff to ensure they don't cross the line of acceptability. A good rule of thumb for staff to use is, "if you wouldn't say it face-to-face in a group, don't say it online."

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

Whether permitted or not specifically forbidden by policy, or when expressed in an adult-to-adult, face-to-face context, what in other mediums of expression could remain private opinions, including "likes" or comments that endorse or support the message or speech of another person, when expressed by staff on a social media website, have the potential to be disseminated far beyond the speaker's desire or intention.

This could undermine the public's perception of the individual's fitness to interact with students, thus undermining the employee's effectiveness. In this way, the expression and publication of such opinions, could potentially lead to disciplinary action being taken against the staff member, up to and including termination or nonrenewal of the contract of employment.

Accessing social media websites for personal use during work hours is prohibited, except during breaks or preparation periods. Staff are discouraged from accessing social media websites on personal equipment during their breaks and/or preparation periods because, while this is not prohibited, it may give the public the appearance that such access is occurring during work time. Except when expressly authorized by the employee's job duties, staff shall not access personal social media websites using Education Cooperative equipment at any time, including during breaks or preparation periods, except in an emergency situation or with the express prior permission of Cooperative administration. Except when expressly authorized by the Cooperative employee's job duties and when Cooperative procedures have been followed, all Education Cooperative employees who participate in social media websites shall not post any Education Cooperative data, documents, photographs taken at school or of students, logos, or other Education Cooperative owned or created information on any website without permission of Cooperative administration. Further, the posting of any private or confidential Education Cooperative material on such websites is strictly prohibited. The posting of prohibited material or posting without

following proper procedures may result in disciplinary action against the Cooperative employee, up to and including termination or non-renewal.

Privacy of Employee's Social Media Accounts

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

1. Disclose the username and/or password to his/her personal social media account;
2. Add an employee, supervisor, or administrator to the list of contacts associated with his/her personal social media account;
3. Change the privacy settings associated with his/her personal social media account; or
4. Retaliate against the employee for refusing to disclose the username and/or password to his/her personal social media account.

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

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

In the event that the Education Cooperative inadvertently obtains access to information that would enable the Education Cooperative to have access to an employee's personal social media account, the Education Cooperative will not use this information to gain access to the employee's social media account. However, disciplinary action may be taken against an employee in accordance with other Education Cooperative policy for using Education Cooperative equipment or network capability to access such an account. Employees have no expectation of privacy in their use of Education Cooperative issued computers, other electronic device, or use of the Education Cooperative's network.

Legal Reference: A.C.A. § 11-2-124
 DESE Rules Governing The Code Of Ethics For Arkansas Educators

Date Adopted: June 16, 2014
Last Revised: April, 20201

2.19---GRIEVANCE PROCEDURES

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

“Employee” means any person employed under a written contract by this cooperative.

“Grievance” means a claim or concern raised by an individual employee of this school district related to the interpretation, application, or claimed violation of the personnel policies, including salary schedules; federal laws and regulations; state laws and rules; or terms or conditions of employment. 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” means a grievance that may be filed as a group grievance if all of the following criteria are met and the group’s issue is a subject that may be grieved under this policy’s definition of grievance:

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

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

Procedure

The following steps will be used in any complaint or grievance:

Step 1: (a) Within five days of the incident, the complainant must present the complaint in written form to the immediate supervisor.

(b) The supervisor will investigate and respond.

(c) Complainant should use Form A “Grievance Report” in relation to Step 1.

Step 2: The supervisor has one working week (five days) in which to investigate and respond in writing. Use Grievance Response Form.

Step 3: If the complainant desires to further pursue the grievance, the grievance must be presented to the Director within ten days (two working weeks). Use Form B, Step 3.

Step 4: Written response by the Director must be received within five days (one working week). Director should use Form B – Director’s Response to Grievance.

Step 5: If the complainant is not satisfied at this level, an appeal may be made ten days (two working weeks) to the Board of Directors which will consider the complaint at the next regular board meeting. Board meeting hearings will be conducted so as to accord due process of all parties involved in the complaint such as written notice of hearings, dates of specific charges, right to counsel, right to present written statements. The decision of the Board of Directors will be by a majority of the members at a public meeting.

Step 6: The Board of Directors will respond to the complainant in writing within thirty (30) calendar days. Use Board of Directors Response – Form C.

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.

Date Adopted: December 10, 2004

Last Revised: April, 2020

2.20---SEXUAL HARASSMENT

SWAEC is committed to providing a work environment that treats all employees with respect and dignity. Amicable working relationships are best attained in an atmosphere that is free of discrimination. Sexual harassment is a form of discrimination that undermines the integrity of the work environment and will not be tolerated.

“Sexual harassment” means conduct that on the basis of sex that satisfies one or more of the following:

1. Of a sexual nature, including, but not limited to:
 - a. Sexual advances;
 - b. Requests for sexual favors;
 - c. Sexual violence; or
 - d. Other personally offensive verbal, visual, or physical conduct of a sexual nature;
2. The conduct is:
 - a. Unwelcome; and
 - b. Determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District’s education program or activity; or
 - c. Constitutes:
 - d. Sexual assault;
 - e. Dating violence
 - f. Domestic violence; or
 - g. Stalking.
3. denies or limits an employee’s ability to participate in or benefit from any of the activities or employment environment through any or all of the following methods:
 - a. Submission to the conduct is made, either explicitly or implicitly, a term or condition of employment;

- b. Submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions affecting that individual; and/or
- c. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creates an intimidating, hostile, or offensive environment.

The terms "intimidating," "hostile," and "offensive" include conduct of a sexual nature that has the effect of humiliation or embarrassment and is sufficiently severe, persistent, or pervasive that it limits the employees ability to participate in a positive employment environment.

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

- Making sexual propositions or pressuring for sexual activities;
- Unwelcome touching;
- Writing graffiti of a sexual nature;
- Displaying or distributing sexually explicit drawings, pictures, or written materials;
- Performing sexual gestures or touching oneself sexually in front of others;
- Telling sexual or crude jokes;
- Spreading rumors related to a person's alleged sexual activities;
- Discussions of sexual experiences;
- Rating other students or employees as to sexual activity or performance;
- Circulating or showing emails or Web sites of a sexual nature;
- Intimidation by words, actions, insults, or name calling; and
- 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 or transgender.

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

- § Discuss the availability of supportive measures;
- § Consider the complainant's wishes with respect to supportive measures;
- § Inform the complainant of the availability of supportive measures with or without the filing of a formal complaint; and
- § explain to the complainant the process for filing a formal complaint.

Supportive Measures

The Cooperative shall provide the individualized supportive measures to the complainant unless declined in writing by the complainant and shall make available individualized supportive measures that are

non-disciplinary and non-punitive to the respondent. A complainant who initially declined the offer of supportive measures may request supportive measures at a later time and the Cooperative shall provide individualized supportive measures based on the circumstances when the subsequent request is received.

Formal Complaint

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

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

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

The Cooperative may consolidate formal complaints of allegations of sexual harassment where the allegations of sexual harassment arise out of the same facts or circumstances and the formal complaints are against more than one respondent; or by more than one complainant against one or more respondents; or by one party against the other party. When the Cooperative has consolidated formal complaints so that the grievance process involves more than one complainant or more than one respondent, references to the singular “party”, “complainant”, or “respondent” include the plural, as applicable.

When investigating a formal complaint and throughout the grievance process, a Cooperative shall:

- Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the Cooperative and not on the parties;
- Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege or access, consider,

disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party unless the Cooperative obtains the parent, legal guardian, or other responsible adult of that party's voluntary, written consent or that party's voluntary, written consent if the party is over the age of eighteen (18) to do so for the grievance process;

- Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
- Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
- Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding;
- Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
- Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation ; this includes evidence:
 - § Whether obtained from a party or other source,;
 - § The Cooperative does not intend to rely upon in reaching a determination regarding responsibility; and
 - § That is either Inculpatory or exculpatory; and
- Create an investigative report that fairly summarizes relevant evidence.

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

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

- o Provide each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness;
- o Provide each party with the answers;
- o Allow for additional, limited follow-up questions from each party; and
- o Provide an explanation to the party proposing the questions any decision to exclude a question as not relevant. Specifically, questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence

about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

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

1. Identification of the allegations potentially constituting sexual harassment;
2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including:
 - a. Any notifications to the parties;
 - b. Interviews with parties and witnesses;
 - c. site visits;
 - d. Methods used to gather other evidence;; and
 - e. Hearings held;
3. Findings of fact supporting the determination;
4. Conclusions regarding the application of the Cooperative's personnel policies or code of conduct to the facts;
5. A statement of, and rationale for, the result as to each allegation, including:
 - a. A determination regarding responsibility;
 - b. Any disciplinary sanctions imposed on the respondent; and
 - c. Whether remedies designed to restore or preserve equal access to the Cooperative's education program or activity will be provided by the Cooperative to the complainant; and
6. The procedures and permissible bases for the complainant and respondent to appeal.

The written determination shall be provided to the parties simultaneously. The determination regarding responsibility shall become final on the earlier of:

- If an appeal is not filed, the day after the period for an appeal to be filed expires; or
- If an appeal is filed, the date the written determination of the result of the appeal is provided to the parties.

The Cooperative shall investigate the allegations in a formal complaint. If the conduct alleged in the formal complaint would not constitute sexual harassment as defined in this policy even if proved; did not occur in the Cooperative's education program or activity; or did not occur against a person in the United States, then the Cooperative shall dismiss the complaint as not meeting the definition of sexual harassment under this policy. A dismissal for these reasons does not preclude action under another provision of the Cooperative's personnel policies or code of conduct.

The Cooperative may dismiss the formal complaint or any allegations therein, if at any time during the grievance process:

- o The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;

- o The respondent is no longer enrolled at the Cooperative; or
- o Specific circumstances prevent the Cooperative from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

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

The Cooperative may hire an individual or individuals to conduct the investigation or to act as the determination-maker when necessary.

Appeals

Either party may appeal a determination regarding responsibility or from a dismissal of a formal complaint or any allegations therein, on the following bases:

- a. The existence of a procedural irregularity that affected the outcome of the matter;
- b. Discovery of new evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter;
- c. The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter; or
- d. An appeal of the disciplinary sanctions from the initial determination.⁴

For all appeals, the Cooperative shall:

- 1. Notify the other party in writing when an appeal is filed;
- 2. Simultaneously Provide all parties a written copy of the Cooperative's procedures governing the appeal process;
- 3. Implement appeal procedures equally for both parties;
- 4. Ensure that the decision-maker⁵ for the appeal is not the same person as the decision-maker that reached the original determination regarding responsibility or dismissal, the investigator, or the Title IX Coordinator;
- 5. Provide all parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
- 6. Issue a written decision describing the result of the appeal and the rationale for the result; and
- 7. Provide the written decision simultaneously to both parties.

Confidentiality

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

- § individuals who are responsible for handling the Cooperative's investigation and determination of responsibility to the extent necessary to complete the Cooperative's grievance process;
- § Submit a report to the child maltreatment hotline;

- § Submit a report to the Professional Licensure Standards Board for reports alleging sexual harassment by an employee towards a student; or
- § The extent necessary to provide either party due process during the grievance process.⁵

Except as listed above, the Cooperative shall keep confidential the identity of:

- Any individual who has made a report or complaint of sex discrimination;
- Any individual who has made a report or filed a formal complaint of sexual harassment;
- Any complainant;
- Any individual who has been reported to be the perpetrator of sex discrimination;
- Any respondent; and
- Any witness.

Any supportive measures provided to the complainant or respondent shall be kept confidential to the extent that maintaining such confidentiality does not impair the ability of the Cooperative to provide the supportive measures.

Administrative Leave

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

Retaliation Prohibited

Employees who submit a report or file a formal complaint of sexual harassment,; testified; assisted; or participate or refused to participate in any manner in an investigation, proceeding, or hearing on sexual harassment shall not be subjected to retaliation or reprisal in any form, including threats; intimidation; coercion; discrimination; or charges for personnel policy violations that do not involve sex discrimination or sexual harassment, arise out of the same facts or circumstances as a report or formal complaint of sex discrimination, and are made for the purpose of interfering with any right or privilege under this policy. The Cooperative shall take steps to prevent retaliation and shall take immediate action if any form of retaliation occurs regardless of whether the retaliatory acts are by Cooperative officials, students, or third parties.

Disciplinary Sanctions

It shall be a violation of this policy for any student or employee to be subjected to, or to subject another person to, sexual harassment. Following the completion of the Cooperative's grievance process, any employee who is found by the evidence to more likely than not have engaged in sexual harassment will be subject to disciplinary action up to, and including, termination. No disciplinary sanction or other action that is not a supportive measure may be taken against a respondent until the conclusion of the grievance process.

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

Records

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

- Each sexual harassment investigation including:
- Any determination regarding responsibility;
- any disciplinary sanctions imposed on the respondent;
- Any remedies provided to the complainant designed to restore or preserve equal access to the Cooperative's education program or activity;
- Any appeal and the result therefrom;
- All materials used to train Title IX Coordinators, investigators, and decision-makers;
- Any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment, which must include:
 - o The basis for the Cooperative's conclusion that its response was not deliberately indifferent; and
 - o Document:
 - § If supportive measures were provided to the complainant, the supportive measures taken designed to restore or preserve equal access to the Cooperative's education program or activity; or
 - § If no supportive measures were provided to a complainant, document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

Legal References: 20 USC 1681 et seq.

34 C.F.R. Part 106

A.C.A. § 6-15-1005

A.C.A. § 6-18-502

A.C.A. § 12-18-102

Date Adopted: December 10, 2004

Last Revised: April, 2022

2.21---EQUITY

The Equity Coordinator of the SWAEC shall be the Teacher Center Coordinator. The person named to this position shall, in general, be responsible for compliance activities and will also fill the following roles:

1. Will attend appropriate meetings and will, in general, stay abreast of current equity related information;
2. Will be responsible in seeing the equity laws and regulations are monitored; and
3. Will coordinate the SWAEC's grievance procedures.

Date Adopted: December 10, 2004

Last Revised:

2.22---CIVIL RIGHTS COMPLIANCE

SWAEC is in compliance with Title VI, Section 601, or the Civil Rights Act of 1964; Title IX, Section 901, of the Education Amendment of 1972; and Section 504 of the Rehabilitation Act of 1973. The Teacher Center Coordinator of SWAEC shall serve as the Civil Rights Coordinator.

Date Adopted: November 10, 1994

Last Revised:

2.23---INCLEMENT WEATHER

Should weather conditions become so severe that the Southwest Arkansas Education Cooperative could not open; the Cooperative employees will not be expected to report to work. If this situation exists, employees will be notified by 7:00 a.m. by the local radio stations and a Cooperative messaging system, as well as posts on social media. In the event of snow, ice or severe weather during the workday, employees should see the Director or designee.

Off-site closings will be determined by the Director or designee.

Date Adopted: December 10, 2004

Last Revised:

2.24—PROFESSIONAL DEVELOPMENT PROGRAM

For the purposes of this policy, professional development means a set of coordinated, planned learning activities for cooperative 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 AR Department of Elementary Secondary Education; or
- Meets the following criteria:

- o Improves the knowledge, skills, and effectiveness of teachers;
- o Improves the knowledge and skills of administrators and paraprofessionals concerning effective instructional strategies and methods;
- o Leads to improved student academic achievement; and
- o Is researched-based and standards-based.

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

The Cooperative shall develop and implement a plan for the professional development of its licensed employees. The Cooperative's plan shall, in part, align Cooperative resources to address the professional development activities identified in employee's growth plans. At the end of each school year, the Cooperative shall evaluate the professional development activities' effectiveness at improving student performance and closing achievement gaps.

Each licensed employee shall receive a minimum of thirty-six (36) of professional development annually to be fulfilled between June 1 and May 31. The Cooperative 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. Documentation of the professional development hours earned must be turned in on or before May 31 each year. Professional development hours earned in excess of thirty-six (36) in the designated year cannot be carried over to the next year.

Licensed employees who are prevented from obtaining the required professional development hours due to their illness or the illness of an immediate family member as defined in A.C.A. § 6-17-1202 have until the end of the following school year to make up the deficient hours. Missed hours of professional development shall be made up with professional development that is substantially similar to that which was missed. This time extension does not absolve the employee from also obtaining the following years required 36 hours of professional development. Failure to obtain required professional development or to make up missed professional development could lead to disciplinary consequences, up to termination or nonrenewal of the contract of employment.

The Cooperative's professional development plan shall demonstrate scientifically research-based best practice, and shall be based on student achievement data and in alignment with applicable DESE Rules and/or Arkansas code.

Flexible PD hours (flex hours) are those hours that an employee is allowed to substitute PD activities, different than those offered by the Cooperative but are still aligned to the employee's PGP. The Cooperative administration has the authority to require attendance at specific professional development activities. Employees must receive advance approval from their supervisor for activities they wish to have qualify for flex professional development hours. To the fullest extent possible, professional development activities are to be scheduled and attended such that teachers do not miss their regular teaching assignments. Six (6) approved flex hours credited toward fulfilling the licensed employee's required hours shall equal one (1) contract day. Hours earned that count toward the required thirty-six (36) also count toward the required number of contract days for that employee. Hours of PD earned by an employee that are not at the request of the Cooperative and are in excess of the employee's required hours, or not pre-approved by the employee's supervisor, shall not be credited toward fulfilling the required number of contract days for that employee.

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

To receive credit for his/her 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 Director or designee. The Cooperative shall maintain all documents submitted by its employees that reflect completion of PD programs, whether such programs were provided by the Cooperative or an outside organization.

The Board authorizes the Director to grant certified employees time to engage in professional development, including state and national conferences, Training of Trainers, meetings and planning time related to the goals and needs of the cooperative as specified in their grants and/or job descriptions. The number of absences allowable for such activities shall be at the discretion of the Director based on funding and the needs of the individual and the member schools served. The Board also grants the Director approval to attend one National Conference per contract year. If the Director needs to attend more than one National Conference during the contract year, approval must be granted by a majority of board members casting a vote during a regular Board of Directors meeting

Beginning in the 2013-14 school-year and every fourth year thereafter, all Cooperative personnel shall receive two (2) hours of PD training related to child maltreatment required under A.C.A. § 6-61-133(d)(e)(2).

Beginning in the school year 2014-15 and every fourth year thereafter, teachers shall receive two (2) hours of professional development 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 professional development designed to enhance their understanding of effective parent and family engagement strategies-and the importance of administrative leadership in setting expectations and creating a climate conducive to parent and family participation.

Beginning in the 2016-17 school-year and every fourth year thereafter, teachers who provide instruction in Arkansas history shall receive at least two (2) hours of professional development in Arkansas history as part of the teacher's thirty-six (36) hours annual requirement.

Beginning with the 2018-2019 school year, the cooperative shall provide professional development to teachers licensed:

- At the elementary level for kindergarten through grade six (K-6), in special education for kindergarten through grade twelve (K-12), or reading specialists for kindergarten through grade twelve (K-12) for one (1) of the prescribed pathways to obtaining a proficiency credential in knowledge and practices in scientific reading instruction; and
- In an area other than elementary level for kindergarten through grade six (K-6), in special education for kindergarten through grade twelve (K-12), or reading specialists for kindergarten through grade twelve (K-12) for one (1) of the prescribed pathways to obtaining an awareness credential in knowledge and practices in scientific reading instruction.

The professional development will be designed so that, by the beginning of the 2023-2024 school year, all teachers employed in a teaching position that requires an elementary education license (K-6), or special education license, or reading specialists in kindergarten through grade twelve (K-12) shall demonstrate proficiency in knowledge and practices of scientific reading instruction and all other teachers shall demonstrate awareness in knowledge and practices of the scientific reading instruction.

Beginning in the 2019-2020 school year, the Cooperative shall provide annual training instruction based on the science of reading.

Beginning in the 2023-24 school-year and every fourth year thereafter, All licensed personnel shall receive two (2) hours of training related to bullying prevention and recognition of the relationship between incidents of bullying and the risk of suicide.

Beginning in the 2023-24 school-year and every fourth year thereafter, all licensed personnel shall receive two (2) hours of PD in mental health awareness and teen suicide awareness and prevention, which may be obtained by self-review of suitable mental health awareness and suicide prevention materials approved by DESE.

By the beginning of the 2024-25 school year and every fourth year thereafter, a school counselor shall receive Youth Mental Health First Aid training to learn the risk factors and warning signs of mental health issues in adolescents; the importance of early intervention; and how to help an adolescent who is in crisis or expecting a mental health challenge.

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

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

All licensed personnel shall receive training related to compliance with the Cooperative's anti-bullying policies and the licensed employee's duties under the Cooperative's anti-bullying policies.

For each administrator, the thirty six (36) hour professional development requirement shall include training in data disaggregation, instructional leadership, and fiscal management.

The Director and other Cooperative designees shall receive the Initial, Tier 1, and Tier 2 training required by DESE's Rules Governing the Arkansas Financial Accounting and Reporting System and Annual Training Requirements.

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

Licensed personnel shall receive five (5) PD hours for each one- credit hour of a graduate level college course that meets the criteria identified in law and applicable DESE rules. A maximum of fifteen (15) such hours may be applied toward the thirty six (36) hours of PD required annually for license renewal.

The Cooperative shall make available annually to licensed personnel at least thirty (30) minutes of professional development on recognizing the warning signs that a child is a victim of human trafficking and reporting a suspicion that a child is a victim of human trafficking.

Cooperative administrators as well as licensed personnel selected by the director or building leadership shall receive training on the appropriate use of restraint and seclusion in accordance with DESE’s Advisory Guidelines for the Use of Student Restraints in Public School or Educational Settings and is in compliance with the requirements of A.C.A. § 6-18-2309. The names of District staff who have received certified training on the use of physical restraint shall be provided to all District staff at least annually.

As part of the District’s implementation of the District’s positive behavioral support system, District administrators as well as building personnel selected by the superintendent or building principal shall receive training in the use of positive behavior support for student behavior and in preventive techniques for teaching and motivating prosocial student behavior and conflict de-escalation and resolution techniques to be employed by school personnel to prevent, defuse, evaluate, and debrief a crisis and conflict situation.

Failure of an employee to receive or furnish documentation of the required thirty six (36) hours of professional development in any given year, unless due to illness as permitted by law, DESE Rule, and this policy, shall be grounds for disciplinary action up to and including termination.

Cooperative administrators as well as licensed personnel selected by the director or building supervisor shall receive training on the appropriate use of restraint and seclusion in accordance with DESE’s Advisory Guidelines for the Use of Student Restraints in Public School or Educational Settings.

Approved professional development activities may include conferences, workshops, institutes, individual learning, mentoring, peer coaching, study groups, National Board for Professional Teaching Standards Certification, distance learning, internships, and approved college/university course work.

Professional development activities shall relate to the following areas: content (K-12); instructional strategies; assessment; advocacy/leadership; systemic change process; standards, frameworks, and curriculum alignment; supervision; mentoring/coaching; educational technology; principles of learning/developmental stages; cognitive research; parent and family engagement; building a collaborative learning community; and student health and wellness; and The Code of Ethics for Arkansas Educators.

Legal References:

Arkansas State Board of Education: Standards of Accreditation 15.04

DESE Rules Governing Professional Development

DESE Rules Governing the Arkansas Financial Accounting and Reporting System and Annual Training Requirements

DESE Rules Governing school-based Automated External Defibrillator (AED) devices and Cardiopulmonary Resuscitation (CPR) programs in Arkansas Public Schools

A. C.A. § 6-10-122, 123
A.C.A. § 6-15-404(f) (2)
A.C.A. § 6-15-1004(c)
A.C.A. § 6-15-1703
A.C.A. § 6-16-1203
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. § 6-18-2304
A.C.A. § 6-18-2308
A.C.A. § 6-18-2309
A.C.A. § 6-20-2204
A.C.A. § 6-20-2303 (16)
A.C.A. § 6-61-133

Date Adopted: May 9, 2012
Last Revised June 6, 2021

2.25---PERSONNEL DEBTS

All Southwest Arkansas Education Cooperative employees are expected to meet their financial obligations. If an employee writes “hot” checks or has his/her income garnished, 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/she or his/her 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 SWAEC Board of Directors. 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 Cooperative.

Date Adopted: March 10, 2011
Last Revised:

2.26---SEPARATION GUIDELINES AND PROCEDURES

These guidelines establish procedures and processes for the separation of employees from Southwest Arkansas Education Cooperative.

These guidelines cover all separating employees. These guidelines also cover all separations including resignation, retirement, and termination.

Some employees are covered under the SWAEC cell phone policy. If these employees know they will be leaving at the end of their contracted year, they do not need to upgrade their cell phones during the window of their last contracted year.

Employees will have access to their SWAEC email account terminated effective on the last date of their employment.

When an employee leaves a position at SWAEC, outlined exit procedures should be executed. All exit procedures require supervisor action. In addition, some exit procedures may require employee action.

Generally, the employee should give his/her notice in writing stating the last day he/she will actually work. The original letter should be sent to the Director and a copy provided to the supervisor.

Responsibilities

It is the responsibility of **Management** to ensure that:

- All required documentation is completed and returned to the office manager or the employee's supervisor.
- All company property is accounted for prior to the completion of the employee's contract.

It is the responsibility of the **Employee** to ensure that:

- Notice provisions and procedures relating to the resignation are completed as required.

It is the responsibility of **both parties** to ensure that:

- The supervisor and employee complete the Exit Checklist detailing all company property to be returned and other internal issues to be finalized.

Date Adopted: November 9, 2011

Last Revised:

2.27---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: June 16, 2014

Last Revised:

2.28---PERSONNEL IN PUBLIC OFFICE

An employee of the Cooperative 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 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 non renewal or termination of his employment contract.

Legal Reference: A.C.A. § 6-17-115

Date Adopted: June 16, 2014

Last Revised:

2.29---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 Cooperative or school property:

1. Using students for preparation or dissemination of campaign materials;
2. Distributing political materials;
3. Using Cooperative resources or materials for preparation or dissemination of campaign materials;
4. Distributing or otherwise seeking signatures on petitions of any kind;
5. Posting political materials; and
6. 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.

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

Date Adopted: June 16, 2014

Last Revised: April, 2020

2.30---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 Cooperative facilities, vehicles, and equipment. As part of fulfilling this responsibility, the Board authorizes the use of video/audio and technology capable of tracking the physical location of Cooperative 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 Cooperative 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 Cooperative 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 Cooperative 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 Cooperative 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: June 16, 2014

Last Revised:

2.31---WEAPONS ON CAMPUS -Firearms

Arkansas law A.C.A. 5-73-119 forbids the possession of a firearm on any public school campus or in or upon any school bus. All employees of this cooperative, including those who may possess a “enhanced concealed carry permit,” shall strictly abide by this law.

Except as permitted by this policy, no employee of this Cooperative, including those who may possess a “enhanced concealed carry permit,” shall possess a firearm on any Cooperative school campus or in or upon any school bus or at a Cooperative designated bus stop.

Employees who meet one or more of the following conditions are permitted to bring a firearm onto 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;
- He/she is a registered, commissioned security guard acting in the course and scope of his/her duties;
- He/she is a certified law enforcement officer, either on or off duty;
 - He/she has a valid concealed carry license and leaves his/her handgun in his/her locked vehicle in the Cooperative parking lot.

Possession of a firearm by a school Cooperative employee who does not fall under any of the above categories anywhere on 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

A.C.A. § 6-5-502

Date Adopted: June 16, 2014

Last Revised: June 6, 2019

2.32---EMPLOYEES' LOST CHECKS

When an employee requests a replacement check for one that has been issued to him/her but has been lost, misplaced, damaged, etc. while in his/her possession, any bank fees associated with stopping payment on the original check will be charged to the employee and must be paid before a replacement check is processed.

Date Adopted: June 16, 2014

Last Revised:

2.33— PERSONNEL CODE OF CONDUCT

Definitions

“Insubordination” means the willful disregard of a supervisor's instructions or the refusal to obey a lawful order from a supervisor. Insubordination does not mean the refusal to follow an order from a supervisor that would violate Federal or state law; Federal regulations; state rules; or a court order.

“Sexual harassment” means conduct on the basis of sex that may not reach the definition of sexual harassment under Policy 2.20 but is nevertheless inappropriate within the education setting. Examples of sexual harassment include, but are not limited to:

- Making sexual propositions or pressuring for sexual activities;
- Sexual grooming;
- Unwelcome touching;
- Writing graffiti of a sexual nature;
- Displaying or distributing sexually explicit drawings, pictures, or written materials;
- Performing sexual gestures or touching oneself sexually in front of others;
- Telling sexual or crude jokes;
- Spreading rumors related to a person’s alleged sexual activities;
- Discussions of sexual experiences;
- Rating, ranking, or assessing students or other employees as to:
 - o Physical attractiveness;
 - o Sexual activity or performance; or
 - o Sexual preference;
- Circulating or showing e-mails or Web sites of a sexual nature;
- Intimidation by words, actions, insults, or name calling; and
- Teasing or name-calling related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual, regardless of whether or not the individual self-identifies as homosexual or transgender.

Employee actions that meet the definitions within this policy are prohibited.

In recognition of the level of trust placed in Cooperative employees, the duty of care Cooperative employees have towards their charges, and the need for Cooperative employees to model appropriate behavior for their charges, the Cooperative has, and will continue to hold, its employees to a high standard of behavior. Employees whose actions are determined to be in violation of the provisions of this policy, another personnel policy, the Division of Elementary and Secondary Education Rules Governing the Code of Ethics for Arkansas Educators, or criminal conduct that statutorily prohibits employment by a school district may be recommended for discipline up to and including termination of the employee's contract for employment. In addition to other forms of discipline, conduct in violation of the Rules may be reported to the Professional Licensure Standards Board.

Legal References: A.C.A. § 6-17-301
 A.C.A. § 6-17-410
 A.C.A. § 6-17-411
 A.C.A. § 6-17-1501 et seq.
 DESE Rules Governing the Code of Ethics for Arkansas Educators

Date Adopted: March, 2022

Last Revised:

LICENSED PERSONNEL

3.1—LICENSED PERSONNEL SALARY SCHEDULE

State law requires each Cooperative to include its teacher salary schedule, including stipends and other material benefits, in its written personnel policies unless the Cooperative recognizes a teachers' union in its policies for, among other things, the negotiation of salaries. In developing the salary schedule, the Cooperative will establish a normal base contract period for teachers. The Cooperative is required to post the salary schedule on its website by September 15 of each year and should place an obvious hyperlink, button, or menu item on the website's homepage that links directly to the current year licensed policies and salary schedule.

For the purposes of the salary schedule, a teacher will have worked a "year" if he/she works at least 160 days.

For the purposes of this policy, a master's degree or higher is considered "relevant to the employee's position" if it is related to education, guidance counseling, or the teacher's content area and has been awarded for successful completion of a program at the master's level or higher by an institution of higher education accredited under Arkansas statutory requirements applicable at the time the degree was awarded.

Teachers who have earned additional, relevant degrees or sufficient college hours to warrant a salary change are responsible for reporting and supplying a transcript to the SWAEC bookkeeping department. The appropriate salary increase will be reflected in the next contract year provided it is at least two weeks from the time the notice and documentation is delivered. All salary changes will be on a "go forward" basis, and no back pay will be awarded.

Arkansas Professional Educator Preparation (ArPEP) Program

Each employee newly hired by the cooperative to teach under the Arkansas Professional Educator Preparation (ArPEP) Program shall initially be placed on the salary schedule in the category of a bachelor's degree with no experience, unless the ArPEP 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 ArPEP 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.

Legal References: A.C.A. § 6-17-201, 202, 2403
A.C.A. § 6-20-2305(f) (4)
DESE Rules Governing Cooperative Requirements for Personnel Policies, Salary Schedules, Minimum Salaries, and Documents Posted to Cooperative Websites

Date Adopted: June 16, 2014
Last Revised: June, 2022

3.2—LICENSED PERSONNEL EVALUATIONS

Licensed personnel will be annually evaluated.

Any forms, procedures or other methods of evaluation, including criteria, are to be developed by the Director and or his/her designee(s), but shall not be part of the personnel policies of the Education Cooperative.

Date Adopted: June 16, 2014
Last Revised:

3.3—EVALUATION OF LICENSED PERSONNEL BY RELATIVES

No person shall be employed in, or assigned to, a position which would require that he be evaluated by any relative, by blood or marriage, including spouse, parent, child, grandparent, grandchild, sibling, aunt, uncle, niece, nephew, or first cousin.

Date Adopted: June 16, 2014
Last Revised:

3.4—LICENSED PERSONNEL LEAVE

Definitions

1. “Employee” is considered a full time employee of the Cooperative by working 185 days or more during the contract year. Part time licensed employees accrue leave based on a pro rata share of time worked, i.e. one sick leave day for each 20 days worked.
2. “Leave” time must be taken in increments of one hour.
3. “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.
4. “Annual Leave” is absence from work due to planned leave.
5. **“Excessive Sick Leave” is absence from work, whether paid or unpaid, that exceeds twelve (12) days in a contract year** for an employee and that is not excused pursuant to: Cooperative policy; the Family Medical Leave Act; a reasonable accommodation of disability under the Americans With Disabilities Act; or due to a compensable Workers’ Compensation claim.
6. **“Grossly Excessive Sick Leave” is absence from work, whether paid or unpaid, that exceeds 10% of the employee’s contract length** and that is not excused pursuant to: Cooperative policy; the Family Medical Leave Act; a reasonable accommodation of disability under the Americans With Disabilities Act; or due to a compensable Workers’ Compensation claim.
7. “Current Sick Leave” means those days of sick leave for the current contract year, which leave is based on one day of sick leave per contracted month, or major part thereof.
8. “Accumulated Sick Leave” is the total of unused sick leave, up to a maximum of one hundred twenty (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. 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 cooperative pays out unused sick leave upon retirement.
9. “Current Annual Leave” means those days of annual leave for the current contract year.
10. “Accumulated Annual Leave” is the total number of unused annual leave days, up to a max of 20 days accrued from the previous contract, but not used.
11. “Immediate family” means an employee’s spouse, child, parent, or any other relative provided the other relative lives in the same household as the teacher.

Sick Leave

An employee under contract shall be awarded one day of sick leave for each month worked under the contract. The maximum number of days that may be accumulated will be 120 days. Employees working part time (less than 185 days) will accrue sick leave based on a pro rata share of the time worked, i.e. one sick leave day for each 20 days worked.

For all absences in excess of accumulated sick leave, the proportional amount of pay will be deducted from the next payroll. This amount will be equal to the number of excess days, divided by the total number of contracted days multiplied by the contract salary.

In order for sick leave to be claimed, the employee will notify the office manager, immediate supervisor, and/or principal of attending school of the necessity of being absent. The employee must complete a sick leave claim form and file with the office manager upon return to work (via online form). An accurate, up-to-date record of all sick leave will be maintained in the office of the office manager. The office manager will provide a statement to each employee of the total number of sick days accumulated at the beginning of each fiscal year.

The employee may transfer unused sick leave days to another school district or cooperative in Arkansas. The total amount of days transferred will be determined by state law or policy of the receiving school or cooperative. SWAEC will accept up to the maximum days of unused sick leave as prescribed in Arkansas, provided a statement of the number of days is received from the school district or cooperative.

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, under circumstances deemed appropriate by the Director.

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

At the discretion of the Director and, if FMLA is applicable, subject to the certification or recertification provisions contained in policy 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 dismissal.

Should an employee be absent frequently during a Cooperative 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 or 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 PERSONNEL FAMILY MEDICAL LEAVE.

If the employee's absences are excessive or grossly excessive as defined by this policy, disciplinary action may be taken against the employee, which could include termination or nonrenewal of the contract of employment. The Director shall have the authority when making his/her determination to consider the totality of circumstances surrounding the absences and their impact on Cooperative operations or student services.

Sick Leave and Family Medical Leave Act (FMLA) Leave

When an employee takes sick leave, the Cooperative shall determine if the employee is eligible for FMLA leave and if the leave qualifies for FMLA leave. The Cooperative may request additional information from the employee to help make the applicability determination. If the employee is eligible for FMLA leave and if the leave qualifies under the FMLA, the Cooperative will notify the employee in writing of the decision within five (5) workdays. If the circumstances for the leave as defined in policy PERSONNEL FAMILY MEDICAL LEAVE don't change, the Cooperative 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 accrued paid 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 accrued sick leave, vacation or personal 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. If an employee who works a non-Cooperative job while taking Cooperative sick leave for personal or family illness or accident, Workers Comp, or FMLA shall be subject to discipline up to and including termination.

Annual Leave

240 day contracted employees are credited with 10 days of vacation at the beginning of each fiscal year. This is based on the assumption that a full contract year will be worked. If an employee fails to finish the contract year due to resignation or termination, the employee's final check will be reduced at the rate of .833 days per month, or a major portion of a month, for any days used but not earned.

The Director who shall consider the staffing needs of the Cooperative in making his/her determination must approve all annual leave time.

If leave is requested, but not approved, and the employee is absent from work in spite of the denial, disciplinary action may be taken against the employee, which may include termination or nonrenewal. In no instance shall paid leave in excess of allotted annual leave 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.

No employee shall be entitled to more than 10 days of vacation as of the first day of each fiscal year. The permissible carry forward includes the 20 days credited upon the start of the fiscal year.

Legal References: A.C.A. § 6-17-1201 et seq.
 29 USC §§ 2601 et seq.
 29 CFR part 825

Date Adopted:

Last Revised: March 10, 2015

3.5—LICENSED PERSONNEL SUPERVISION OF STUDENTS

All Cooperative personnel are expected to conscientiously execute their responsibilities to promote the health, safety, and welfare of the students under their care. The Director shall direct all administrations to establish regulations ensuring faculty supervision of students throughout the Cooperative day and at extracurricular activities.

Date Adopted:

Last Revised: June 16, 2014

3.6---DUTY OF LICENSED EMPLOYEES TO MAINTAIN LICENSE IN GOOD STANDING

It is the responsibility of each teacher and not the Cooperative, 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:

Last Revised: June 16, 2014

3.7---CERTIFIED FLEXIBLE WORK SCHEDULE

The normal work week is Monday through Friday (except in the summer). Job requirements may make it necessary for individuals to attend events within their assigned duties. These events may occur outside the scope to the normal work week. The Director may determine that an alternate temporary work schedule be followed, either collectively or on an individual basis. Requests for flex time must be noted on the Travel Request Form (via online forms) and have **prior approval** before being taken. Any flex time earned must be used within three months. Flex time may not be taken until it is earned.

Date Adopted:

Last Revised: April 8, 2008

3.8---COOPERATIVE CELLULAR PHONE USAGE

The SWAEC may authorize a cellular phone for Cooperative personnel use provided appropriate job related need for such a phone exists. The SWAEC will only pay a prorated share as designated by the Director and all other expenses over the base are the responsibility of the employee. The employee shall have a payroll deduction for the designated monthly fee. The employee shall be responsible to submit to the Cooperative Business Office a personal check payable to for all expenses above the designated amount. The personal check shall be made within five (5) business days after the employee has received notice of the monthly telephone bill.

Data Adopted: July 1, 2010

Last Revised:

3.9---CERTIFIED REDUCTION IN FORCE

SECTION ONE

The Board of Directors of the Southwest Arkansas Education Cooperative (SWAEC) acknowledges its authority to conduct a reduction in force (RIF) when a decrease in enrollment or other reason(s) make such a reduction necessary or desirable. A RIF will be conducted when the need for a reduction in the work force exceeds the normal rate of attrition for that portion of the staff that is in excess of the needs of the cooperative as determined by the Cooperative Director.

In effecting a reduction in force, the primary goals of SWAEC shall be: what is in the best interests of the member districts of the cooperative; to maintain accreditation in compliance with the Standards of Accreditation for Arkansas Public Schools and other applicable licensing or accrediting organizations, and the overall needs of the cooperative. A reduction in force will be implemented when the Cooperative 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 site, each program and in each licensure area.

Definitions:

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 the SWAEC.

Program: Program means a separate organizational unit of the SWAEC 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 and Coordinator position(s) for a discipline or support area.

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 program size reduction at a site, or program redesign

If a reduction in force becomes necessary in a program or site, or due to the need to reduce the size of a program or at a site, or due to program or site redesign, the certified employee's total number of points shall be the determining factor. The certified employee with the most points **as compared to other certified employee assigned to the same site and/or program and with the same licensure** shall prevail. Length of service in a classified position shall not count for the purpose of length of service for a licensed position. Total years of service to the cooperative shall include non-continuous years of service. Being employed fewer than one hundred sixty (160) days in a school year shall not constitute a year. It is each teacher's individual responsibility to ensure his/her point totals are current in Cooperative files.

In the event that two (2) employees subject to a RIF have the same length of service, the employee with the highest number of points as determined by the Certified Point Schedule contained in this policy shall be retained. The employee with the fewest points will be laid off first. In the event two (2) 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 certified or classified employee except when permitted by policy 4.7.

Certified Point Schedule

- Years of service at Southwest Arkansas Education Cooperative—1 point per year
All certified position years at SWAEC count including non-continuous years.
Service in any position not requiring teacher licensure does not count toward years of service. Working fewer than one hundred sixty (160) days in a school year shall not constitute a year.

- Graduate degree in any area of licensure required for the present job assignment in which the certified employee will be ranked (only the highest level of points apply)
2 points—Master's degree
3 points—Master's degree plus thirty additional hours
5 points—Educational specialist degree
6 points—Doctoral degree

- College class taken with a final grade of "B" or better in the last 3 prior school years (not including current academic year) taken at the request of the Cooperative Director—1 point per class for a maximum possible of 5 points.

- Special Education certification in addition to P-4 certification —3 points per area, for a maximum of 6 points
- National Board of Professional Teaching Standards certification—3 points
- Additional academic content areas of endorsement as identified by the State Board—1 point per area
- Licensure for teaching in a State Board identified shortage area—2 points

All points awarded must be verified by documents on file with the Cooperative by October 1 of the current school year. Each certified employee's points shall be totaled with certified employees ranked by

the total points from highest to lowest. All certified employees employed or assigned to a site 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 certified 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 certified employee with full licensure in a position shall prevail over a teacher with greater points but who is lacking full licensure in that subject area. "Full licensure" means 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 coursework or passing exams or any other requirement of the AR Department of Elementary Secondary Education, other than the attainment of professional development training; ; or teaching under a waiver from licensure.

A RIF of any part or portion of a contract of employment, or to reduce salary may also be conducted. There are no rights to recall under this policy.

Legal Reference: A.C.A. § 6-17-2407

Date Adopted: July 1, 2010

Last Revised: March, 2021

3.10 DISMISSAL OR NON-RENEWAL OF CONTRACT

Certified Employees:

Every effort shall be made to see that the certified employee is successful in his/her position. The annual contract of every person (except the Director and certified personnel on probationary status) employed under the annual contract by the SWAEC shall be renewed, unless the procedure outlined in Act 936 of 1983 has been pursued.

Termination or contract non-renewal of staff that are covered by Act 936 of 1983 "The Teacher Fair Dismissal Act of 1983" will be handled in accordance with this Act. The term "teacher" as used in this Act will be defined as any person, exclusive of the Director, employed by the Cooperative who, as a condition of employment, is required to hold a professional certificate from the AR Department of Elementary Secondary Education.

The Southwest Arkansas Education Service Cooperative Board of Directors shall make the final decision on all dismissal or non-renewal cases, in accordance with state and federal law. However, the Director has the authority to suspend with pay until the final decision is made by the Board of Directors.

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 Excellence and 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 of each Cooperative building.

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: July 1, 2010
Last Revised: April, 2020

CLASSIFIED PERSONNEL

4.1—CLASSIFIED PERSONNEL SALARY SCHEDULE

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

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

For the purposes of this policy, an employee must work two thirds (2/3) of the number of their regularly assigned annual work days to qualify for a step increase.

The Director has the authority, when recommending an applicant and his/her placement on the salary schedule to the Board for its approval, to consider the applicant's previous work experience with similar duties, responsibilities, and skill sets to those job duties and responsibilities the applicant would assume for the Education Cooperative.

Education cooperatives shall distribute funding for health insurance coverage in accordance with state law, the Affordable Care Act, and policy. The Education Cooperative reserves the right to adjust the monthly distribution as necessary to account for changes in staffing, student population, and the DESE determination of the funding required to be distributed based on the funding matrix. Specifically, the amount distributed to each employee is NOT part of their salary and is NOT guaranteed to be the same from month-to-month or year-to-year.

Legal References: A.C.A. § 6-17-2203
 A.C.A. § 6-17-2301

A.C.A. § 21-5-405

DESE Rules Governing Documents Posted to School District and Education
Service Cooperative Website

Date Adopted:

Last Revised: June 16, 2014

4.2—CLASSIFIED PERSONNEL EVALUATIONS

Classified personnel may be periodically evaluated.

Any forms, procedures or other methods of evaluation, including criteria, are to be developed by the Director and or his/her designee(s), but shall not be part of the personnel policies of the Education Cooperative.

Legal Reference: A.C.A. § 6-17-2301

Date Adopted:

Last Revised: June 16, 2014

4.3—EVALUATION OF CLASSIFIED PERSONNEL BY RELATIVES

No person shall be employed in, or assigned to, a position which would require that he be evaluated by any relative, by blood or marriage, including spouse, parent, child, grandparent, grandchild, sibling, aunt, uncle, niece, nephew, or first cousin.

Date Adopted:

Last Revised: June 16, 2014

4.4—CLASSIFIED EMPLOYEES LEAVE

Definitions

1. "Employee" is an employee of the Education Cooperative working 20 or more hours per week who is not required to have a teaching license as a condition of his employment.
2. "Leave" time must be taken in increments of one hour.
3. "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.
4. "Annual Leave" is absence from work due to planned leave.
5. **"Excessive Sick Leave" is absence from work, whether paid or unpaid, that exceeds twelve (12) days in a contract year for an employee** and that is not excused pursuant to: Education Cooperative

policy; the Family Medical Leave Act; a reasonable accommodation of disability under the Americans With Disabilities Act; or due to a compensable Workers' Compensation claim.

6. **“Grossly Excessive Sick Leave” is absence from work, whether paid or unpaid, that exceeds 10% of the employee’s contract length** and that is not excused pursuant to: Education Cooperative policy; the Family Medical Leave Act; a reasonable accommodation of disability under the Americans With Disabilities Act; or due to a compensable Workers' Compensation claim.
7. **“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 month worked, or major part thereof.**
8. **“Accumulated Sick Leave” is the total of unused sick leave, up to a max of 120 days accrued from the previous contract, but not used. Accumulated sick leave also includes the sick leave transferred from an employee’s previous public school employment. 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 district pays out unused sick leave upon retirement.**
9. **“Current Annual Leave” means those days of annual leave for the current contract year**
10. **“Accumulated Annual Leave” is the total number of unused annual leave days, up to a max of 20 days accrued from the previous contract, but not used.**
11. **“Immediate family” means an employee’s spouse, child, parent, or any other relative provided the other relative lives in the same household as the employee.**

Sick Leave

An employee under contract shall be awarded one day of sick leave for each month worked under the contract. The maximum number of days that may be accumulated will be 120 days. Employees working part time (less than 185 days) will accrue sick leave based on a pro rata share of the time worked, i.e. one sick leave day for each 20 days worked.

For all absences in excess of accumulated sick leave, the proportional amount of pay will be deducted from the next payroll. This amount will be equal to the number of excess days, divided by the total number of contracted days multiplied by the contract salary.

In order for sick leave to be claimed, the employee will notify the office manager, immediate supervisor, and/or principal of attending school of the necessity of being absent. The employee must complete a sick leave claim form and file with the office manager upon return to work (via online form). An accurate, up-to-date record of all sick leave will be maintained in the office of the office manager. The office manager will provide a statement to each employee of the total number of sick days accumulated at the beginning of each fiscal year.

The employee may transfer unused sick leave days to another school district or cooperative in Arkansas. The total amount of days transferred will be determined by state law or policy of the receiving school or cooperative. SWAEC will accept up to the maximum days of unused sick leave as prescribed in Arkansas, provided a statement of the number of days is received from the school district or cooperative.

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, under circumstances deemed appropriate.

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 the time needed for travel, time needed for home visits, time needed for document translation, submission or preparation, time spent with legal or adoption agency representatives, time spent in court and bonding time. Except for bonding time, documentation shall be provided by the employee upon request.

At the discretion of the Director, and, if FMLA is applicable, subject to the certification or recertification provisions contained in policy PERSONNEL FAMILY MEDICAL LEAVE the Education 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 dismissal.

If the employees' absences are excessive or grossly excessive as defined by this disciplinary action may be taken against the employee, which could include termination or nonrenewal of the contract of employment. The Director shall have the authority when making his/her determination to consider the totality of circumstances surrounding the absences and their impact on Education Cooperative operations or student services.

Sick Leave and Family Medical Leave Act (FMLA) Leave

When an employee takes sick leave, the Education Cooperative shall determine if the employee is eligible for FMLA leave and if the leave qualifies for FMLA leave. The Education Cooperative may request additional information from the employee to help make the applicability determination. If the employee is eligible for FMLA leave and if the leave qualifies under the FMLA, the Education Cooperative will notify the employee in writing of the decision within five (5) workdays. If the circumstances for the leave as defined in policy PERSONNEL FAMILY MEDICAL LEAVE don't change, the Education Cooperative 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 accrued paid 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 accrued sick leave, vacation or personal 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, if an employee who works a non-Education Cooperative job while taking Education Cooperative sick leave for personal or family illness or accident, Workers Comp, or FMLA shall be subject to discipline up to and including termination.

Annual Leave

240 day contracted employees are credited with 10 days of vacation at the beginning of each fiscal year. This is based on the assumption that a full contract year will be worked. If an employee fails to finish the contract year due to resignation or termination, the employee's final check will be reduced at the rate of .833 days per month, or a major portion of a month, for any days used but not earned.

The Director who shall consider the staffing needs of the Cooperative in making his/her determination must approve all annual leave time.

If leave is requested, but not approved, and the employee is absent from work in spite of the denial, disciplinary action may be taken against the employee, which may include termination or nonrenewal. In no instance shall paid leave in excess of allotted annual leave 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.

No employee shall be entitled to more than 10 days of vacation as of the first day of each fiscal year. The permissible carry forward includes the 20 days credited upon the start of the fiscal year.

Legal References: A.C.A. § 6-17-1301 et seq.
 29 USC §§ 2601 et seq.
 29 CFR 825.100 et seq.

Date Adopted:

Last Revised: March 10, 2015

4.5—OVERTIME, FLEX TIME, and COMPLYING WITH FLSA

The Southwest Arkansas Education Cooperative shall comply with those portions of the Fair Labor Standards Act (FLSA) that relate to the operation of public schools. The FLSA requires that covered employees receive compensation for each hour worked at greater than or equal to the applicable minimum wage for workweeks of less than or equal to forty (40) hours. It also requires that employees be compensated for workweeks of greater than forty (40) hours at one and a half (1 ½) times their regular hourly rate of pay, either monetarily **OR** through compensatory time off decided at the discretion of the Director.

Definitions

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

“Exempt Employees” are those employees who are not covered under the FLSA because the employee's:

- A. Primary job duties are considered to be exempt eligible due to being administrative or professional in nature. Examples include teachers, counselors, registered nurses, and supervisors; and
- B. Salary meets or exceeds a minimum weekly/annual amount.

Any employee who is unsure of their coverage status should consult with the Cooperative's Administration.

"Overtime" is hours worked in excess of forty (40) per workweek. Compensation given for hours **not** worked, such as for holidays or sick days do **not** count in determining hours worked per work week.

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

"Straight time pay" is the amount of hourly compensation an employee receives for each hour worked during that week.

"Work week" is the seven day consecutive period of time from 12:00AM on Sunday to midnight on the following Saturday.³ Each work week is independent of every other workweek for the purpose of determining the number of hours worked and the remuneration entitled to by the employee for that week.

Employment Relationships

The Cooperative does not have an employment relationship in the following instances:

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

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

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

Hours Worked

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

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

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

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

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

Breaks and Meals

Classified employees that do not work directly with students and work more than twenty (20) hours per week shall be provided two (2), paid, fifteen (15) minute duty free breaks per workday.

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

Classified employees who work directly with students (paraprofessionals), thirty-five (35) hours a week and receive a duty-free meal period shall not be entitled to receive the two (2) paid breaks for working more than twenty (20) hours.

Overtime / Flex

Covered employees shall be compensated at not less than one and a half 1.5 times his or her regular rate of pay for all hours worked over forty (40) in a workweek. Overtime compensation shall be computed on the basis of the hours worked in each week and may not be waived by either the employee or the Education Cooperative. Overtime compensation shall be paid on the next regular payday for the period in which the overtime was earned.

The rate of overtime pay for employees who work two (2) or more jobs for the Cooperative at different rates of pay shall be determined by creating a weighted average of the different rates (a.k.a. blended rate). The weighted average will be calculated by multiplying the number of hours worked during that week for each position by the position's rate of pay, combining the resulting amounts for each position (straight time pay), and dividing the straight time pay by the total number of hours the employee worked in that week. The weighted average will then be multiplied by one half (0.5), which will then be multiplied by the number of hours the employee worked that week over forty (40).

Provided the employee and the Education Cooperative have a written agreement or understanding before the work is performed, compensatory time off may be awarded in lieu of overtime pay for hours

worked over forty (40) in a workweek. The Education Cooperative reserves the right to determine if it will award compensatory time in lieu of monetary pay for the overtime worked. The maximum number of compensatory hours an employee may accumulate at a time is twenty (20). The employee must be able to take compensatory time off within a reasonable period of time that is not unduly disruptive to the Education Cooperative.

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

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

Overtime / Flex Authorization

There will be instances where the Education Cooperative's needs necessitate an employee work overtime. Compensatory time off (flex) may be awarded in lieu of overtime pay for hours worked over 40 in a workweek. It is the Board's desire to keep overtime worked to a minimum. To facilitate this, employees shall receive authorization from their supervisor in advance of working overtime except in the rare instance when it is unforeseen and unavoidable.

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

Any flex time earned must be used within three months. Flex time may not be taken until it is earned.

Record Keeping and Postings

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

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

Cooperation with Enforcement Officials

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

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

Except for teachers and other staff whose primary job duties require the employee to have a valid teaching license, in order for an employee to be an exempt employee under this policy, the Wage and

Hour Division of the DOL requires the employee to receive a minimum amount of gross income on a weekly or annual basis. Currently, an employee must receive a minimum of six hundred eighty-four dollars (\$684) a week or \$35,568 annually to be exempt.

- Legal References:
- A: 29 USC § 206(a), ACA § 6-17-2203
 - B: 29 USC § 207(a) (1), 29 CFR § 778.100
 - C: 29 USC § 207(o), 29 CFR § 553.50
 - D: 29 USC § 213(a), 29 CFR §§ 541 et seq.
 - E: 29 CFR § 778.218(a)
 - F: 29 USC § 207(e), 29 CFR § 778.108
 - G: 29 CFR § 778.105
 - H: 29 CFR §§ 785.9, 785.16
 - I: 29 CFR § 516.2(7)
 - J: 29 CFR §§ 785.1 et seq.
 - K: ACA § 6-17-2205 and 2207
 - L: 29 CFR §§ 785.19
 - M: 29 USC § 207(a), 29 CFR § 778.100, 29 USC § 207(o), 29 CFR §§ 553.20 – 553.32
 - N: 29 CFR § 778.106
 - O: 29 USC § 207(g) (2), 29 CFR § 778.115
 - P: 29 USC § 207(o) (2) (A), 29 CFR § 553.23
 - Q: 29 CFR § 553.20
 - R: 29 USC § 207(o) (4), 29 CFR § 553.27
 - S: 29 USC § 211(c), 29 CFR §§ 516.2, 516.3, 553.50
 - T: 29 CFR § 516.4
 - U: 29 CFR §§ 516.5, 516.6
 - V: 29 USC § 211(a) (b)

Date Adopted: May 20, 2015

Last Revised: March 9, 2016

4.6—CLASSIFIED PERSONNEL CELL PHONE USE

Use of cell phones or other electronic communication devices by employees during their designated work time for other than Education Cooperative approved purposes is strictly forbidden unless specifically approved in advance by the Director or designees.

Education Cooperative staff shall not be given cell phones or computers for any purpose other than their specific use associated with Cooperative business. Cooperative employees who use Cooperative issued cell phones and/or computers for non-school purposes, except as permitted by Education Cooperative policy, shall be subject to discipline, up to and including termination. Cooperative employees who are issued Education Cooperative cell phones due to the requirements of their position may use the phone for personal use on an “as needed” basis provided it is not during designated work time.

No employee shall use any device for the purposes of browsing the internet; composing or reading emails 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.

Legal Reference: IRS Publication 15 B

Date Adopted:

Last Revised: June 16, 2014

4.7---CLASSIFIED REDUCTION IN FORCE

SECTION ONE

The Board of Directors of the Southwest Arkansas Education Cooperative (SWAEC) acknowledges its authority to conduct a reduction in force (RIF) when a decrease in enrollment or other reason(s) make such a reduction necessary or desirable. A RIF will be conducted when the need for a reduction in the work force exceeds the normal rate of attrition for that portion of the staff that is in excess of the needs of the cooperative as determined by the Cooperative Director.

In effecting a reduction in force, the primary goals of SWAEC shall be: what is in the best interests of the member districts of the cooperative; to maintain accreditation in compliance with the Standards for Accreditation of Arkansas Public Schools and other applicable licensing or accrediting organizations, and the overall needs of the cooperative. A reduction in force will be implemented when the Cooperative 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 site, each program and in each licensure area.

Definitions:

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 the SWAEC.

Program: Program means a separate organizational unit of the SWAEC 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 or the administrative offices of the SWAEC.

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. Total years of service to the cooperative shall include non-continuous years of service. Being employed fewer than one hundred sixty (160) days in a school year shall not constitute a year.

Reduction by assignment area, skill set, training or expertise, RIF due to program size reduction at a site, or program redesign

If a reduction in force becomes necessary in a program or site, or due to the need to reduce the size of a program or at a site, or due to program or site redesign, or by a need to reduce the number of employees with a particular skill set, training or expertise as determined by the cooperative director, the employee's total number of points shall be the determining factor. The employee with the most points **as compared to other employees assigned to the same site and/or program or, if not assigned to a specific program, with the same skill set, training or expertise** shall prevail.

In the event that two (2) employees subject to a RIF have the same length of service, the employee with the highest number of points as determined by the Classified Point Schedule contained in this policy shall be retained. The employee with the fewest points will be laid off first. In the event two (2) 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. Total years of service to the cooperative shall include non-continuous years of service; in other words, an employee who left the cooperative and returned later will have the total years of service counted, from all periods of employment. Working fewer than one hundred sixty (160) days in a school year shall not constitute a year. Length of service in a licensed position shall not count for the purpose of length of service for a classified position.

Except as may occur during a RIF in the Cooperative's teaching staff, there is no right or implied right for any employee to "bump" or displace any other employee. When there is a RIF of the Cooperative's teaching staff, a teacher with full licensure in a position shall prevail over a teacher with greater points but who is lacking full licensure in that subject area. "Full licensure" means an initial, or standard, non-contingent license to teach in a subject area or grade level, in contrast with a license that is provisional,; temporary,; or conditional on the fulfillment of additional coursework or passing exams or any other requirement of the Division of Elementary and Secondary Education, other than the attainment of annual professional development training; or teaching under a waiver from licensure. The exception for a RIF in the Cooperative's teaching staff specifically does not allow a licensed employee who might wish to assume a classified position to displace a classified employee.

Classified Point Schedule

- Years of service at Southwest Arkansas Education Cooperative—1 point per year
All classified position years at SWAEC count including non-continuous years.
Working fewer than one hundred sixty (160) days in a school year shall not constitute a year.
- Degree or license required for the present job assignment in which the employee will be ranked (only the highest level of points apply)

3 points — Teacher licensure or bachelor degree relevant or helpful as determined by the cooperative director (even if not required) for the present job assignment.

2 points — Associate Degree

1 point — Child Development Associate License

- College class taken with a final grade of "B" or better in the last 3 prior school years (not including current academic year) taken at the request of the cooperative director—1 point per class for a maximum possible of 5 points.

All points awarded must be verified by documents on file with the cooperative by October 1 of the current school year. Each employee's points shall be totaled with comparable employees in an area considered for RIF, ranked by the total points from highest to lowest. All employees employed in an area considered for RIF shall receive a listing of classified personnel with corresponding point totals. Upon receipt of the list, each employee has ten (10) working days within which to appeal his or her assignment of points with the cooperative director whose decision shall be final.

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

There are no rights to recall under this policy.

Legal Reference: A.C.A. § 6-17-2407

Date Adopted: July 1, 2010

Last Revised: March, 2021

4.8—CLASSIFIED PERSONNEL TERMINATION AND NON-RENEWAL

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

A copy of the code is available in the office of the principal of each school building.

Legal reference: A.C.A. § 6-17-2301

Date Adopted:

Last Revised: June 16, 2014

4.9—CLASSIFIED PERSONNEL ASSIGNMENTS

The Director shall be responsible for assigning and reassigning classified personnel.

Date Adopted: June 16, 2014

4.10---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 deposit such funds they have collected weekly into the appropriate accounts for which they have been collected. The Director or his/her designee shall be responsible for determining the need for receipts for funds collected and other record keeping requirements and of notifying staff of the requirements.

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: June 16, 2014

APPENDIX

DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT

Certification

I, hereby certify that I have been presented with a copy of the Southwest Arkansas Education Cooperative's drug free 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 _____

Southwest AR Education Cooperative Separation Guidelines and Procedures

OVERVIEW OF GUIDELINES

These guidelines establish procedures and processes for the separation of employees from Southwest AR Education Cooperative.

These guidelines cover all separating employees. These guidelines also cover all separations including resignation, retirement, and termination.

Some employees are covered under the SWAEC cell phone policy. If these employees know they will be leaving at the end of their contracted year, they do not need to upgrade their cell phones during the window of their last contracted year.

Employees will have access to their SWAEC email account for sixty (60) days after their separation date.

When an employee leaves a position at SWAEC, outlined exit procedures should be executed. All exit procedures require supervisor action. In addition, some exit procedures may require employee action.

Generally, the employee should give his/her notice in writing stating the last day he/she will actually work. The original letter should be sent to the Director and a copy provided to the supervisor.

Responsibilities

It is the responsibility of **Management** to ensure that:

- All required documentation is completed and returned to the office manager or the employee's supervisor
- All company property is accounted for prior to the completion of the employee's contract.

It is the responsibility of the **Employee** to ensure that:

- Notice provisions and procedures relating to the resignation are completed as required.

It is the responsibility of **both parties** to ensure that:

- The supervisor and employee complete the Exit Checklist detailing all company property to be returned and other internal issues to be finalized.

SWAEC In-House Exit Checklist
 The supervisor and staff member must both sign this form

Staff Member: _____ Department: _____

1. Supervisor must initial or indicate N/A for each checklist item.
2. Separation is considered complete when signed form is returned to Director
3. Maintain copy of form for employee and employee's supervisor

Action Item	Initial
Remove personal items from work space	
Return cell phone	
Return building key	
Return personnel policy manual	
Return credit card(s)	
Return computer(s)	
Return printer(s)	
Return electronic items belonging to SWAEC listed below	
1.	
2.	
3.	
4.	
5.	
6.	
7.	

Employees understand that failure to complete separation checklist and return cooperative property can result in the employee being turned over to a collection agency for recovery of cooperative resources. This may include but is not limited to cost to replace equipment, re-key locks, and administrative fees.

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

SWAEC ECH Exit Checklist
 The supervisor and staff member must both sign this form

Staff Member: _____ Department: _____

1. Supervisor must initial or indicate N/A for each checklist item.
2. Separation is considered complete when signed form is returned to Director
3. Maintain copy of form for employee and employee's supervisor

Action Item	Initial
Remove personal items from work space	
Return cell phone	
Return building key	
Return personnel policy manual	
Return credit card(s)	
Return computer(s)	
Return printer(s)	
Return electronic items belonging to SWAEC listed below	
1.	
2.	
3.	
4.	
5.	
6.	
7.	
Inventory List of ECH property	
Student folders in compliance with due process	
All materials that are ECH purchased/made by staff is property of SWAEC	

Employees understand that failure to complete separation checklist and return cooperative property can result in the employee being turned over to a collection agency for recovery of cooperative resources. This may include but is not limited to cost to replace equipment, re-key locks, and administrative fees.

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

Southwest Arkansas Education Cooperative
Hope, AR
Catastrophic Leave Bank
Membership Form

Fill in the blanks completely and return to the main office.

Employed staff of the Southwest Arkansas Education Cooperative are eligible to become members. Each individual has the right to be a member of the Bank or express his or her desire to decline membership.

Employees entitled to sick leave in the system may become members by donating one day of their sick leave during an open enrollment period between **July 1st and August 31st** during the current year. Donations are not refundable or transferable. A member may donate additional days to the Bank if he or she chooses to do so.

Membership in the Catastrophic Leave Bank is considered continuous, unless written the trustees receive notice of withdrawal of membership. Members who have reached the limit of sick days to be accumulated will have their excessive days automatically transferred into the bank.

_____ Yes, I want to become a member of the Catastrophic Leave Bank. I authorize the SWAEC to deduct one day of my sick leave and contribute it to the Catastrophic Leave Bank.

_____ Yes, I wish to contribute _____ extra days of my sick leave. I understand I cannot have these days returned to me.

_____ No, I do not wish to become a member of the Catastrophic Leave Bank. I understand I will not be able to request the use of sick days from the Bank.

Signature of Employee

Date

Southwest Arkansas Education Cooperative
Hope, AR
Catastrophic Leave Bank
Request Form

Fill in the blanks completely and return to the main office.

Name: _____ Date: _____

Total days employee had at the beginning of the current year: _____
(Sum of sick leave, personal, annual leave and flex)

Number of days requested from the Bank: _____

Nature of lengthy recovery: _____

Date illness or recovery began: _____

Date employee anticipates returning to work: _____

Has a previous request from the Bank been approved for current Cooperative fiscal year:

If so, when? _____ How many days used? _____

Are you eligible for Worker's Compensation or Disability Insurance at this time? _____
If yes, what is the coverage? _____

A statement from your physical must accompany this application for an extended illness. The application should be turned into the main office. Upon receipt of the request, the trustees will make a recommendation to the Director and a decision will be made within 5 working days.

Applicant's Signature (Family Member/Guardian) Date

Director's Signature Approved/Not Approved _____
Date

Board of Trustees, Please initial recommendation: 1. _____ A/NA 2. _____ A/NA 3. _____ A/NA

**Southwest Arkansas Education Cooperative
Hope, AR
Catastrophic Leave Bank
Liability Agreement**

I have read and understand the rules and regulations of the Catastrophic Leave Bank Program.

Forfeiture of Benefits

I understand that I will forfeit the benefits of the Southwest AR Education Cooperative Catastrophic Leave Bank Program by:

- a. Resignation or termination of employment with the Southwest AR Education Cooperative
- b. Any fraud or misrepresentation of facts in making application for leave from the SWAEC Catastrophic Leave Bank.

Release from Liability

I understand that the SWAEC Catastrophic Leave Bank Committee is not an agency, board or other subdivision of the SWAEC. SWAEC committee's decisions are not subject to grievance, arbitration or litigation. SWAEC committee's actions may be appealed only to the Director of the SWAEC.

Signature of Recipient or Designee _____

Date _____

Step 1

GRIEVANCE REPORT

Form A

FROM: _____, Grieving Person

TO: _____, Supervisor

SUBJECT: _____

DATE: _____

DESCRIPTION OF HAPPENING: On _____
(date)

Signature

Step 2

GRIEVANCE RESPONSE

Grievance No. _____
(to be assigned only if forwarded)

Date Forwarded: _____

RESPONSE TO GRIEVANCE:

Signature of Supervisor

Step 3

GRIEVANCE

Form B

FROM: _____, Grieving Person

TO: _____, Cooperative Director

DATE: _____

**** Grievance Report "Form A" must be attached ****

Signature

Step 4

DIRECTOR'S RESPONSE TO GRIEVANCE

Date Appeal Received: _____

Date of Response to Appeal: _____

RESPONSE TO APPEAL:

Signature of Director

Date

Step 5

BOARD OF DIRECTORS' APPEAL

FROM: _____, Grieving Person

TO: Cooperative Board of Directors

SUBJECT: _____

DATE: _____

****Attach: Grievance Report (Form A)
Appeal (Form B)**

Signature
