

2020-21
BOARD OF DIRECTORS'
POLICIES AND PROCEDURES

OF THE



NORTHWEST ARKANSAS
Education Service Cooperative

ADOPTED - APRIL, 1989
REVISED - OCTOBER, 2013
REVISED - MAY, 2016
REVISED – SEPTEMBER, 2017
REVISED – MARCH 7, 2019
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MR. JOHN KARNES, BOARD PRESIDENT



MR. BRYAN LAW, DIRECTOR

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INTRODUCTION

The purpose of this publication is to set forth the philosophy, policies and procedures of the Northwest Arkansas Education Service Cooperative. These policies are intended to be compatible and consistent with state and federal laws and the regulations of the Arkansas Department of Education.

2020-21 Personnel Policy Committee:

Bryan Law
Lisa Chavis
Cheri Edgar
Shem Estes
Cheryl Pickering
Cayce Neal
Patti Wohlford

All policies in this manual with no adoption date noted were adopted by the Board of Directors April, 1989. All policies adopted after that date will be noted as such.

We Believe...

*The Northwest Arkansas Education Service Cooperative is a service organization. **We Work** to anticipate the needs of school districts by facilitating an efficient and economical delivery of services to better meet the needs of all students. **We Strive** to meet not only state and federal regulations, but also the individual needs of diverse populations. **We Make A Difference** in the educational community of Northwest Arkansas with programs for students, teachers and administrators in early childhood through post-secondary education.*

Northwest Arkansas Education Service Cooperative

MEMBER SCHOOL DISTRICTS

BENTON COUNTY:

Bentonville Public Schools	Dr. Debbie Jones, Supt.
Decatur Public Schools	Dr. Steve Watkins, Supt.
Gentry Public Schools	Ms. Terrie Metz, Supt.
Gravette Public Schools	Ms. Maribel Childress, Supt.
Pea Ridge Public Schools	Mr. Keith Martin, Supt.
Rogers Public Schools	Dr. Marlin Berry, Supt.
Siloam Springs Public Schools	Mr. Jody Wiggins, Supt.

MADISON COUNTY:

Huntsville Public Schools	Ms. Audra Kimball, Supt.
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WASHINGTON COUNTY:

Elkins Public Schools	Mr. Jeremy Mangrum, Supt.
Farmington Public Schools	Mr. Jon Laffoon, Supt.
Fayetteville Public Schools	Dr. John L Colbert, Supt.
Greenland Public Schools	Dr. Andrea Martin, Supt.
Lincoln Public Schools	Dr. Mary Ann Spears, Supt.
Prairie Grove Public Schools	Ms. Reba Holmes, Supt.
Springdale Public Schools	Dr. Jared Cleveland, Supt.
West Fork Public Schools	Mr. John Karnes, Supt.

GOVERNANCE

Structure

The organizational structure of the Northwest Arkansas Education Service Cooperative is consistent with the conditions of Act 349 of 1985 which established cooperatives and as amended by Act 610 of 1989.

Board of Directors

The Northwest Arkansas Education Service Cooperative shall be governed by a Board of Directors consisting of one (1) representative of each local school board within the boundary of the Cooperative.

The Board of Directors shall function as a public corporate body and exercise general responsibilities for the Northwest Arkansas Education Service Cooperative with regard to policies and practices which guard the integrity of the NWAESC and maintain public trust in its operation.

Regular meetings shall be designated by the Board. One (1) regular meeting shall be between July 1 and October 1 for the purpose of receiving an annual report of the NWAESC.

The Board functions as a policy making, legislative and appraisal body.

The Board shall:

1. Employ a Director of the NWAESC who shall serve as the non-voting executive officer of the Board of Directors.
2. Establish policies and procedures for the NWAESC in consultation with the Director and in keeping within the intent and requirements of the law.
3. Perform an annual evaluation of the Director based on collaboratively developed performance objectives and criteria.
4. Employ, elect, and/or appoint, upon the recommendation of the Director, such personnel as may be required to provide the services requested by member school districts.
5. Dismiss personnel only upon the recommendation of the Director in accordance with the State Fair Dismissal Law.
6. Rent, lease, purchase or receive by gift such facilities and buildings as may be required to provide authorized programs and services.
7. Carry out such other duties which may be required for the efficient operation of the NWAESC for which the Board is responsible and which are consistent with these policies and the laws governing educational cooperatives.

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.

Date Adopted: May 5, 2016

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.

Date Adopted: May 5, 2016

Abstentions from Voting

In order for a Board member to abstain from voting, he/she must declare a conflict and remove himself/herself from the meeting room during the vote. A Board member who removes himself/herself from the 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.

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

Date Adopted: May 5, 2016

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 the Board President and the item will be duly considered for inclusion.

Co-op 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 Co-op policy or law.

Patrons whose written request to be placed on the meeting’s agenda and has been accepted shall have no more than 15 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 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: May 5, 2016

Fiscal Year

The Co-op's fiscal year shall begin July 1 and end on the following June 30.

Legal Reference: A.C.A. §6-20-410

Date Adopted: May 5, 2016

Annual Operating Budget

The Director shall be responsible for the preparation of the annual operating budget for the Co-op. 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 of Board of Education and filed with the Arkansas Department of Education no later than September 30 of each year.

The approved budget shall provide for expenditures that are within anticipated revenues and reserves. The Co-op Treasurer shall present monthly reconciliation reports and a statement on the general financial condition of the Co-op 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 Co-op policy and state law.

Legal References: A.C.A. §6-17-914
A.C.A. §6-13-701 (e) (3)
A.C.A. §6-20-2202

Date Adopted: May 5, 2016

Purchases and Procurement

Purchases shall be made in accordance with State laws and procurement governing Co-op purchases that are deemed to be in the best interest of the Co-op 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 Co-op.

“Micro-purchases” are purchases with a value of less than three thousand five hundred (\$3,500) when purchased with Federal funds.

“Professional services” are legal, financial advisory, architectural, engineering, construction management, and land surveying professional consultant services.¹

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

Commodities

The Co-op shall notify in writing all actual or prospective bidders, offerors, or contractors who make a written request to the Co-op 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.⁴ The board shall accept bids submitted electronically by email or fax for any and all district 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 7.15-RECORD RETENTION AND DESTRUCTION.

The Co-op 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.⁵

All purchases for a Federal program with an estimated purchase price between three thousand five hundred (\$3,500) and twenty thousand five hundred dollars (\$20,500) and all purchases of commodities with an estimated purchase price that equals or exceeds twenty thousand five hundred (\$20,500) 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.⁶

Bids shall be awarded after careful examination of the details of the bid to determine the best overall value to the Co-op. 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 minority and women owned businesses.⁷

The following commodities may be purchased without soliciting bids provided that the purchasing official/director⁸ 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;⁹ and
5. Commodities available only from a single source.¹⁰

The Co-op may purchase a new motor vehicle, other than a school bus, without soliciting bids if, at the time of the purchase, the:

- a. Purchase is 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 mode the fleet price was awarded for by the Office of State Procurement.

Prospective bidders, offerors, or contractors may appeal to the Co-op's director if they believe the Co-op failed to follow Co-op 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 Co-op office, "attention to the director" within seven (7) calendar days following the initial and revocable award of the contract.

If the Co-op 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 Co-op 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 re-opened;
- 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 Co-op upholds an appeal, the sole responsibility of the Co-op to the aggrieved bidder(s) shall be the re-opening of the bidding process.

The Co-op 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 Co-op board.

Professional Services

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

1. Select three (3) 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 Co-op and the selected firms shall jointly prepare a detailed, written description of the scope of the proposed services. If the Co-op is unable to negotiate a satisfactory contract with the firm selected, negotiations with that firm shall be terminated and the Co-op shall negotiate a contract with the next most qualified firm. In the event the Co-op is unable to negotiate a contract with any of the original selected firms, the Co-op shall reevaluate the necessary professional services, including the scope and reasonable fee requirements, and return to step one.

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

Notes: ¹The definition of "professional service" contains the entire list of professional services in A.C.A. § 19-11-801 that are automatically removed from the bidding process. The board has the option to add additional professional services to this list with a two-thirds(2/3) vote for each service type to be added. Services that can be added to the list are services that require a firm or individual to hold a valid license specific to perform the type of service in question.

³Your district may elect to employ a "designated agent of the Co-op," if so, substitute it for "Board."

⁴ASBA strongly recommends that each co-op keep a record of all requests to be a "bidder."

⁵Names of vendors on the excluded parties list can be found at <http://www.epls.gov>.

⁶Any commodities purchased by the Co-op through the TAPS program satisfies the bidding requirements.

⁷This language is required by 2 C.F.R. § 200.321 and the process you will use to provide the preference should be clearly set forth in your purchasing procedures.

⁸this is the board if specified in this policy (see#3 above) as the body to approve the purchase of commodities.

⁹Used school buses, over two years old as defined in A.C.A. § 6-21-306(a), are exempt from bidding requirements.

¹⁰A “sole source justification document” should be attached to the purchase order and maintained in the audit file for all commodities purchased as such. ADE stipulates the following seven (7) criteria that the justification must meet:

- Why the service or product is needed;
- The methods used to determine that a lack of responsible/responsive competition exists for the service or product;
- How the service or product is unique;
- Whether or not there are patent or property rights which make the required service or product unavailable from other sources;
- What the Co-op would do if the provider/service product were no longer available;
- Any program considerations which make the use of the “sole source” critical to the successful completion of the Co-op’s task.

Legal References: A.C.A. § 6-21-301, 303, 304, 305, 306, 307
 A.C.A. § 6-24-101 et seq.
 A.C.A. § 19-11-801 et seq.
 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: 5/5/16
Revised: 3/7/19

Director - Qualification, Certification and Contract

The Director of the Northwest Arkansas Education Service Cooperative shall:

1. Hold an administrator's certificate.
2. Meet all requirements to serve as a superintendent of schools in Arkansas or have an equivalent level of education and administrative experience.
3. Obtain the approval of the State Board of Education.

The Board of Directors of the NWAESC may enter into a contract with the Director for a period not to exceed three (3) contract years. A contract may be renewed each year.

In the event that a vacancy occurs in the office of Director, the Board shall promptly fill the vacancy. The vacancy may be filled by an Acting Director until a Director is appointed.

The Director shall have control of the NWAESC subject to the policies of the Board of Directors, state law and regulations of the Arkansas Department of Education.

Compensation for the position of Director shall be set by the Board of Directors.

Responsibilities of the Director

According to Act 349, Section 16, the Director of the NWAESC shall be assigned but not limited to, the following duties by the Board of Directors:

- Administer the programs and services of the NWAESC.
- Recommend the employment of personnel authorized by the Board of Directors.
- Prepare the budget for approval by the Board of Directors.
- Direct expenditures of funds within the budget.
- Prepare and present financial reports as may be determined necessary by either the Board or the Director.
- Perform such other duties as may be required by the Board of Directors and the policies, rules, and regulations of the State Board of Education.
- In addition to the statutory requirements, the Director shall also be responsible for satisfactorily meeting annual goals designated by the Board.

Cooperative Audits

The Co-op's annual audit serves as an important opportunity for the Board of Directors to review the fiscal operations and health of the Co-op. As such, it is vital that 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 Co-op's fiscal operations.

The Co-op shall have an audit conducted annually within the timelines prescribed by law. The audit shall be conducted by the Division of 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 Co-op received the audit prior to then (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 finding 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 Co-op'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's 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: May 5, 2016

NWAESC Hours

8:00 a.m. - 4:00 p.m. Monday through Thursday

8:00 a.m. - 3:30 p.m. Friday

TLC closes 15 minutes before the Co-op closes.

Inclement Weather Policy – NWAESC will follow Farmington, Fayetteville **or** Prairie Grove School Districts for inclement weather closings. If any one of these districts is closed due to the weather, the Co-op will also be closed.

NWAESC Holidays Observed:

- Labor Day
- Thanksgiving
- Christmas
- Memorial Day
- 4th of July

These holidays will coincide with Farmington School's holiday calendar.

CONTRACT DAYS

10 month = 190 days

12 month = 240 days

Teacher Center

As mandated by Act 349 of 1985, the Northwest Arkansas Education Service Cooperative shall establish a teacher center which will provide, consistent with funds available, curriculum development assistance, educational materials, and staff development services to teachers and administrators of its member school districts.

Other provisions of the establishment of the Teacher Center are as follows:

1. A teacher center committee composed of at least one (1) representative from the staff of each local school district shall advise the Director and the Board on the staffing, programs, and operation of the Teacher Center.
2. The Teacher Center Committee shall be composed of a balance of elementary, middle/junior high school, high school and administrative personnel.
3. The Teacher Center Committee shall be composed of at least one-half, but not more than two-thirds, classroom teachers.
4. All positions on the Committee shall be assigned to school districts by lot.
5. Each teacher representative of the Teacher Center Committee shall be elected to terms of three years. (Revised: summer 2007)
6. The Committee shall meet at least three (3) times per year.
7. Positions represented by expiring terms shall be reassigned by lot at the August Board of Directors' meeting.
8. The Coordinator of the Teacher Center shall be appointed by the Board of the NWAESC upon the recommendation of the Director of the Cooperative.

Distance Learning Classroom (DLC)

All activities of the DLC will be scheduled through the NWAESC Director or the Distance Learning Coordinator's office. Depending on the nature of the activity, as much advance notice as practical should be given. Example: College credit classes need to be scheduled at least one semester in advance, while a staff teleconference might be scheduled with a month's notice.

1. Fees:
 - a. The charge shall be set by the NWAESC Board as the need arises.
2. The hourly fee will start 15 minutes before the event is scheduled to start and will end 15 minutes after the event closes. Example: A college class that meets from 5:30 – 8:30 p.m. will be charged for 3 ½ hours.
3. Priority for use:
 - a. Public Pre K-12 education, ADE and NWAESC staff development activities.
 - b. Arkansas Leadership Academy staff development activities.
 - c. Higher education credit courses and staff development.
 - d. State and local government agencies.
 - e. Public and private non-profit agencies.
 - f. Business and industry.
4. The teacher/facilitator will be held responsible for the proper care and security of the equipment of the DLC while it is in their use. No equipment is to be relocated within the DLC or taken from the DLC room. Any equipment damaged or lost shall be reported to the Director's Office immediately. The cost of any equipment repair or replacement shall be borne by the person or persons responsible for the loss.

Date Adopted: 10-27-98

Public Use of Cooperative Buildings

It is the policy of the Board that Co-op buildings may be used by member districts of the Co-op to conduct lawful meetings for social, civic, or recreational purposes provided such meetings do not interfere with the regular work and proper protection is afforded the Co-op against the potential costs of such use. The Director shall be responsible for establishing procedures governing such use of the buildings. The governing procedures shall be viewpoint neutral. Co-op 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 Co-op shall establish a fee schedule for the use of facilities. Charges made for the use of facilities shall reflect the actual costs (e.g. labor, utility, and materials) incurred by the Co-op.

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 is prohibited. Firearms of any kind are not allowed on Co-op property unless the person carrying the firearm is permitted to do so by law as defined in A.C.A. § 5-73-120.

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

Date Adopted: May 5, 2016

Use of Cooperative Funds for Non-School Related Purposes

Co-op funds shall not be used for political, charitable, or humanitarian purposes.

No employee of the Co-op shall use Co-op time, property, personnel, or equipment for the purpose of furthering the interests of any political party, the campaign of any 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, which is renting the facility for a political purpose.

Any employee found guilty or who pleads guilty to the use of Co-op 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.

Co-op employees and members of the Board of Directors may incur incidental expenditure of Co-op 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.

Co-op funds may be used to disseminate public information at a public speaking engagement. The incidental use of Co-op 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: May 5, 2016

Management and Disposal of Co-op Property

Definitions

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

Commodities are all supplies, goods, materials, computers, software, machinery, and other equipment purchased on behalf of the Co-op having a useful life of more than one year. The NWAESC Board of Directors sets the value for inventory of fixed assets at \$1,000.

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

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

Surplus real property is real property that is not presently needed or foreseen to be needed by the Co-op, and that has been authorized for sale as surplus real property by vote of the Board.

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.

The Co-op's purchases of commodities shall be in accordance, with Policy covering the PURCHASES OF COMMODITIES 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:

- Labeling all commodities;
- Establishing adequate controls to account for their location, custody, and security;
- Annually auditing the inventory of commodities and updating a listing of such commodities to reconcile the audit with the Co-op's inventory records. The audit will be documented and account for any transfer and/or disposal of a commodity.
- Disposing of surplus commodities and surplus real property, whether purchased in whole or in part with federal grant funds or with local funds.

Disposal of Surplus Commodities

The Board of Directors recognizes that commodities sometime become of no use to the Co-op and thus meet this policy's definition of surplus commodities.

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

The Director may declare surplus any commodity with a fair market value of less than \$1,000. Surplus commodities with a fair market value of less than \$1,000 will be periodically sold by the most efficient, cost effective means that is likely to result in sale at or near fair market value.

The Director may submit a list of surplus commodities deemed to have a fair market value of \$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 or designee(s) may sell that surplus commodity as the need arises. Items with a fair market value of \$1,000 or greater will be sold by the most efficient, cost effective means that is likely to result in sales at or near fair market value. 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 the fair market value 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. §-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 of disposal.

Disposal of Real Property

The Board of Directors recognizes that real property it owns sometimes becomes no longer of use to the co-op 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. The Director or designee(s) shall be responsible for getting a determination of the objective fair market value of surplus real property the Co-op will strive to dispose of surplus items at or near their fair market value. 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 Co-op 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 the fair market value 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. §-24-101, 107 would apply.

If attempts at public sales fail to produce any interested buyers or bidders, such remaining unsold real property may then, if agreed to by the Director and Board of Directors, be donated to appropriate education related entities or not-for-profit organizations in accordance with the provisions of state law.

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

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

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

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. §6-24-101-107
 A.C.A. §80.3-80.52
 A.C.A. §80.31
 A.C.A. §80.32(d) (e)
 Arkansas Finance Accounting Handbook Page 95

Date Adopted: May 5, 2016

PERSONNEL

Equal Opportunity Employment

No person shall be denied employment, re-employment, or advancement on the basis of sex, marital status, race, color, creed, national origin or disability.

Personnel of the NWAESC shall be employed in accordance with laws, rules, regulations and procedures applicable to local school districts of Arkansas.

Act 631 of 1991 and Act 936 of 1983 assure due process for all Cooperative staff.

Personnel Policies Review and Revision

The NWAESC's Personnel Policies Committee shall consist of three Certified Coordinators, and three Classified employee staff members, and shall be chaired by the Director or his designee. Each committee member will serve a two-year term with two members (one from each category) rotating off each year. New members will be selected by the sitting committee. The committee will schedule a meeting by June 1 of each year to review the Cooperative's personnel policies to determine if additional policies or amendments to existing policies are needed.

Definitions

- I. Certified Employee: The term "certified employee" as used in this policy shall mean and include any person employed by the NWAESC Board of Directors in a capacity for which a teacher certificate issued by the Arkansas State Department of Education is required as a condition of employment.

Early Childhood

Allowable experience shall determine the column of the certified salary schedule from which the proper salary is calculated

- a) If years of experience exceed the number of steps on the schedule, the highest scheduled salary for the employee's level of training shall be proper.
- b) All years of teaching experience in a certified position with NWAESC shall be allowed.

- c) All years of teaching experience in Arkansas Public Schools shall be allowed (not to exceed the highest level on the salary schedule).
 - d) Up to 15 years of out of state experience in a certified teaching position at a public school shall be allowed. Added: Summer 2007
2. Classified employees will be defined as any person, employed by the NWAESC who, as a condition of employment, is not required to hold a professional certificate from the Arkansas Department of Education.
 3. Dismiss or Dismissal: A release or discharge from employment.
 4. Non-renewal: In the event the Board of Directors decides against renewing an employee's contract as provided by current law, this action amounts to non-renewal, whereas dismissal is immediate termination and discharge from employment.
 5. Probation (Added: Summer 2007)

Certified

The Board shall require, in accordance with statutory provisions, each professional to serve a probationary period of the first three (3) successive years of employment in the cooperative. During the probationary period, the Director may recommend to the board non-renewal of a probationary professional employee's contract. A copy of the non-renewal recommendation shall be sent to employee by certified or registered mail, return receipt requested. The notice shall be sent no later than ten (ten) days from the end of the current contract period. All non renewal procedures shall be in accordance with the provisions of Act 166 of 1979, the Teacher Fair Dismissal Act, or as updated.

Classified

Each employee hired for a classified position will serve a one-year probation period to allow assessment on both the part of the cooperative and employee to the desirability of continuing the employment.

Additionally, marginal performance of duty may be grounds for placing an employee on probationary status to allow appropriate time to effect desired improvements.

Certified Personnel Reduction In Force (RIF)

Section One

The Board of Directors of the Northwest Arkansas Education Service Cooperative (NWAESC) 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 Co-op Director.

In effecting a reduction in force, the primary goals of NWAESC 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 Co-op Director determines it is advisable to do so and shall be effected through non-renewal, termination, or both. Any reduction in force will be conducted by evaluating the needs and long- and short-term goals of the cooperative and its programs, and its member districts, and by examining the staffing of the cooperative at each site, program and in each licensure areas.

Definitions:

Site: Site means the co-op where a program is located, or, if the program is not located at the co-op, site shall mean the administrative offices of the NWAESC.

Program: Program means a separate organizational unit of the NWAESC 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 lost, site or program licensure or accreditation is lost, or the site of a program is recommended for closure, elimination or curtailment, as may be determined for funding or other reasons.

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. In the event that two employees subject to a RIF have the same length of service, the employee with the highest number of points as determined by the schedule contained in this policy shall be retained. The employee with the fewest points will be laid off first. In the event two or more employees have the same number of points, the employee(s) shall be retained whose name(s) appear first in the board's minutes of the date of hire. There is no right or implied right for any employee "bump" or displace any other certified or classified employee.

Points

- Years of service in the cooperative – 1 point per year. All certified position years in the cooperative count including non-continuous years. Service in any position not requiring teacher licensure does not count toward years of service. Working fewer than 120 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 – Education specialist degree
 - 6 points – Doctoral degree

- College class passed in the last 5 calendar years taken at the request of the cooperative director – 1 point.
- Special Education certification in addition to P-4 certification – 3 points per area, for a maximum of 6 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 then (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 course work or passing exams or any other requirement of the Arkansas Department of Education, other than the attainment of professional development training.

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

Recall:

There is no right to recall under this policy.

Legal Reference: A.C.A § 6-17-2407

Date Adopted: 3/7/19

Classified Personnel Reduction In Force (RIF)

Section One

The Board acknowledges its authority to conduct a reduction in force (RIF) when a decrease in funding 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 co-op as determined by the director.

In effecting a reduction in force, the primary goals of the Co-op shall be evaluating the needs and long- and short-term goals of the co-op in relation to the staffing of the co-op. A reduction in force will be implemented when the director determines it is advisable to do so and shall be effected through non-renewal, termination, or both.

If a reduction in force becomes necessary, the RIF shall be conducted separately for each occupational category of classified personnel identified within the co-op on the basis of each employee's years of service. The employee with the most years of employment in the co-op as

compared to other employees in the same category shall be non-renewed last. In the event that employees within a given occupational category have the same length of service to the co-op the one with the earlier hire date, based on date of board action, will prevail.

When the co-op is conducting a RIF, all potentially affected classified employees shall receive a listing of the personnel within their category with corresponding totals of year of service. Upon receipt of the list, each employee has ten (10) working days within which to appeal his or her total years of service to the director whose decision shall be final. Except for changes made pursuant to the appeals process, no changes will be made to the list that would affect an employee's total after the list is released.

Total years of service to the co-op shall include non-continuous years of service; in other words, an employee who left the co-op and returned later will have the total years of service counted, from all periods of employment. Working fewer than 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. There is no right or implied right for any employee to "bump" or displace any other employee. This specifically does not allow a licensed employee who might wish to assume a classified position to displace a classified employee.

Pursuant to any reduction in force brought about by consolidation or annexation and as a part of it, the salaries of all employees will be brought into compliance, by a partial RIF if necessary, with the receiving co-op's salary schedule. Further adjustments will be made if length of contract or job assignments change. A Partial RIF may also be conducted in conjunction with any job reassignment.

Recall:

There shall be no right of recall for any classified employee.

Date Adopted: 3/7/19

Nepotism

Definitions:

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;
- 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 Co-op;

- B. A change in the terms and conditions of an existing contract, excluding;
 - I. Renewal of a teacher contract under A.C.A. §6-17-1505;
 - II. Renewal of a noncertified 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 Co-op Employee

The Co-op shall not initially employ a present board member's family member for compensation in excess of \$10,000 unless the Co-op has received approval from the Commissioner of the Department of Education. 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 of the Department of Education whose approval is required before the employment contract is effective, valid or enforceable.

Initial employment for a sum of less than \$10,000 per employment contract r, 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 Co-op as substitute 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 Co-op 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 \$2,500, and that is not part of a state mandated salary increase for the employee in question, must be approved by the Commissioner of the Department of Education before such changes in the employment status is effective, valid, or enforceable.

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

Date Adopted: May 5, 2016

Hospitalization Insurance

Employees of the Northwest Arkansas Education Service Cooperative, that qualify under state law or insurance provider standards, may participate in the Arkansas Public School Group Hospitalization and Medical Insurance Program.

Cafeteria Plan

Employees of the Northwest Arkansas Education Service Cooperative that qualify under state law or insurance provider standards, have the option to participate in a Cafeteria Compensation Plan.

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. half time (.5) 10 month employee will receive 5 sick days per year. Part-time employees paid by the hours (not under contract) will not receive sick leave or other paid leave and are paid only for hours worked. Part-time employees will receive benefits as may be required by law.

For all absences in excess of accumulated sick leave, the proportional amount of pay will be deducted from the next payroll. The 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 and immediate supervisor of the necessity of being absent. The employee must complete a sick leave claim form and file with the office upon return to work. An accurate up-to-date record of all sick leave will be maintained in the business office. The business office 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. NWAESC 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.

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

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 Co-op 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 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 non-renewal 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 Co-op operations or student services. An employee may be requested to submit appropriate evidence concerning the cause of his/her absence.

Sick Leave and Family Medical Leave Act (FMLA) Leave

When an employee takes sick leave, the Co-op shall determine if the employee is eligible for FMLA leave and if the leave qualifies for FMLA leave. The Co-op may request additional information from the employee to help make the applicability determination. If the employee is eligible for FMLA leave and if the leave qualifies under the FMLA, the Co-op will notify the employee in writing, of the decision within five (5) workdays. If the circumstances for the leave as defined in policy PERSONNEL FAMILY MEDICAL LEAVE don't change, the Co-op is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave within any applicable twelve (12) month period. To the extent the employee has 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-Co-op job while taking Co-op sick leave for personal or family illness or accident, Workers Comp, or FMLA shall be subject to discipline up to and including termination.

An employee shall be entitled to sick leave only for reasons of personal illness for illness in his/her immediate family. The immediate family shall include the employee's spouse, children, parents, or any other relative living in same household.

Retirement

Upon retirement any employee who has been an employee of the co-op for ten or more years may be reimbursed for unused sick leave. The rate of reimbursement will be \$25.00 per day up to but not exceeding one-hundred (100) days. Payment will be made for the unused sick leave when the co-op receives official word that the employee has officially retired.

Legal References: A.C.A. §6-17-1201 et seq.
 29 USC §§ 260101 et seq.
 29 CFR part 825

Date Adopted: May 5, 2016

Salaries

Salary Schedules may be approved by the Board of Directors for an employ class or individual employee. In lieu of a salary schedule, the Co-op will report each employee's position, salary, and benefits to ADE as required under Act 1289 of 2009.

Date Adopted: May 5, 2016

Employee Travel Policy

Travel regulations are designed to reimburse the traveler for certain expenses within certain limits when traveling on official business from the Northwest Arkansas Education Service Cooperative. Please be mindful that only official business expenses are reimbursable and the current GSA (General Services Administration) rates should be used. When travel is being reimbursed from grants, the governing grant rules override Co-op policy.

1. Meals: Meals will be reimbursed for pre-approved travel out of the coop area, for an overnight stay and with detailed receipts at the current GSA rate based on the location of the travel. Travel Days are defined as the day of the departure and day of return. The traveler may only claim incurred expenses of up to 75% of the daily rate on travel days. A detailed receipt for all meals and incidentals must be turned in with the NWAESC travel form, and the amount requested will be paid from the correct GSA chart. Gratuity may be included, but must fall within the amounts on the meal allowance chart for reimbursement.

NOTE: In case of substantially increased amount in travel expenses (such as out of state travel), the Director or his designee, may approve actual costs above the daily rate allowance with receipts required for reimbursement.

2. Lodging: With the proper receipts and pre-approved travel request form, lodging will be reimbursed/paid at the current GSA rate. To find the current GSA rate go to: <https://www.federalpay.org/perdiem/2020/arkansas#:~:text=Per%2Ddiems%20for%20other%20cities.for%20meals%20and%20incentuals520> apply. If you are unable to obtain the GSA rate from a hotel, you must indicate this on your travel request form and provide a reason for the stay at a hotel without the GSA Rate for prior approval from your supervisor. **Meals and lodging cannot be claimed within the NWAESC service area, unless a special event is approved for payment by the director or his/her designee.**

3. Incidental Expenses: Incidental expenses are defined as travel costs other than meals and lodging. These incidental expenses include tolls, parking, internet access fees and food other than main meals (snacks). Receipts will be required, and the reimbursement will be based on the daily allowance chart.

4. Current mileage for privately owned vehicles when the traveler is traveling on official business for the cooperative and is traveling **out of the region** is the rate at which other state agencies are reimbursed (\$0.42/mile, effective October 1, 2020). The shortest highway route should determine the mileage. Mileage is calculated from your official station to the destination or from the traveler's residence to the destination, whichever is less. Mileage is calculated by using Google Maps.

5. The traveler must provide insurance on his/her privately owned vehicle and hold a valid Arkansas driver's license. The insurance coverage must at least be liability insurance coverage on the automobile with the minimum limits of 25,000/50,000/15,000.
6. Temporary/alternate workstation travel:
 - a. Within the Co-op three-county service area may be reimbursed if the number of miles between the employee's home the temporary/alternate workstation exceeds the normal commuting miles driven from home to the official workstation. For example, if the employee's assigned office/Co-op is 10 miles from home, and he/she must travel to an alternate worksite 15 miles from home, the traveler would be reimbursed each way for 5 miles ($15-10=5$).
 - b. If the employee is at the assigned official workstation for part of the day but finishes the day at an alternate site, the mileage from the official workstation to the last worksite for the day is reimbursable. The return trip home is reimbursable only if the mileage back home is greater than the mileage from home to the official workstation. If it is greater, then the home to official workstation mileage is subtracted from the final worksite to home. For example, if the distance from home to the official workstation is 10 miles, the distance traveled from the official workstation to the alternative site is 15 miles, and the mileage from alternative site home is 22 miles then the 15 miles traveled between sites during the workday is reimbursable and 12 miles of the trip home would be reimbursable ($22-10=12$).
7. Claims for reimbursement should be entered on the correct travel form on a daily basis and only after expenses are incurred. Prepaid travel expenses are not allowed.
8. NWAESC assumes no responsibility for any maintenance, operational cost, accidents, fines or tolls incurred by the owner of a vehicle while on official business.
9. Car-pooling is encouraged when possible.
10. Travelers using commercial airlines will utilize only Coach accommodations, except in those instances where first-class accommodations would be more economical.
11. For out-of-state travel, reimbursements shall be made on the mode of travel as determined by the immediate supervisor of the requesting employee.
12. Expenditures for entertainment, tips, flowers, valet services (except pre-approved parking services), gifts, laundry, alcoholic beverages or other similar expenses are not reimbursable.
13. Claims for expenses for educational supplies, postage, books, magazines, etc. are not entered on the travel form. Requests for the purchase of these items should be on a requested Purchase Order.

Date Revised: September 10, 2020
Effective October 1, 2020

Maternity Leave

Maternity leave is to be treated as any other leave for sickness or disability. Maternity Leave shall be granted according to the Family Medical Leave Act of 1983.

Vacation Leave

An employee under contract for twelve (12) months shall be allowed ten (10) days absence for vacation leave each fiscal year. All vacation days must be approved by the Director and if employment is terminated during the fiscal year, vacation days will be prorated and any used but not earned will be deducted from the final payroll check.

Leaves may not be taken during times that may cause undue hardships on other employees of the NWAESC or affect the planning for, preparing for or conducting NWAESC activities or programs. Vacation leave is not accumulative and must be taken by **May 31** following the end of the fiscal year in which it is earned.

Personal or Business Leave

An employee shall be allowed two (2) personal/business days per contract year that if used will be deducted from the total number of accumulated sick leave days. In addition, an employee is entitled two (2) personal/business days per contract year that are not deducted from accumulated sick leave, but if not used will be added to accumulated sick leave at the end of the fiscal year.

Bereavement Leave

Bereavement leave of three (3) days, per event, is granted upon the death of an immediate family member which shall include spouse, father, mother, brother, sister, uncle, aunt, grandparent, niece, nephew, mother-in-law, father-in-law, brother-in-law, sister-in-law, step parent, step children, grandchildren, cousin and children of the staff member.

Bereavement leave in excess of three days may be granted at the discretion of the Director or his/her designee and be charged as sick leave.

Dress Code for Employees

Employees shall ensure that their dress and appearance are professional and appropriate to their positions. Added: Winter 2012

Overtime, Comptime, and Complying With FLSA

The NWAESC 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.^A It also requires that employees be compensated for workweeks of greater than forty (40) hours at one and half (1 ½) times their regular hourly rate of pay, either monetarily^B or through compensatory time off^C.

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: ^{ID}

- 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 Co-op’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 workweek.^E

“Regular Rate of Pay” includes all forms of remuneration for employment² and shall be expressed as an hourly rate.^F 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.

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

Employment Relationships

The Co-op does not have an employment relationship in the following instances:

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

The Co-op does not have a joint employment relationship in the following instances:

- a. Between the Co-op and off-duty policemen or deputies who are hired on a part-time basis for security purposes or crowd control. The Co-op is separate from and acts independently of other governmental entities.
- b. Between the Co-op 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^H and shall be paid for all hours worked each workweek. Employees shall accurately record the hours they work each week.

The Co-op 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.^J

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 how work more than their normal number of hours in a given workweek may, at the Co-op's option, be given compensatory time for the hours they worked in excess of their normal workweek 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

Each employee working more than twenty (20) hours per week shall be provided two (2) paid, fifteen (15) minute duty free breaks per workday.^K

Meal periods that are less than thirty (30) minutes in length or in which the employee is not relieved of duty are compensable.^L 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.

The employee shall not engage in any work for the Co-op during meal breaks except in rare and infrequent emergencies.

Overtime

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.^M 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 Co-op. Overtime compensation shall be paid on the next regular payday for the period in which the overtime was earned.^N

The rate of overtime pay for employees who work two (2) or more jobs for the Co-op at different rates of pay shall be determined by creating a weighted average of the different rates (a.k.a. blended rate).^O The weighted average will be calculated by multiplying the number of hours worked during that week for each 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 Co-op have a written agreement or understanding before the work is performed,^P compensatory time off may be awarded in lieu of overtime pay for hours worked over forty (40) in a workweek and shall be awarded on a one-and-one-half (1 ½) time basis for each hour of overtime worked.^Q The Co-op 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).³ The employee must be able to take the compensatory time off within a reasonable period of time that is not unduly disruptive to the Co-op.

An employee whose employment is terminated with the Co-op, whether by the Co-op 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.^R

Overtime Authorization

There will be instances where the Co-op's needs necessitate an employee work overtime. It is the Board's desire to keep overtime worked to a minimum. To facilitate this, employees shall receive authorization from their supervisor in advance of working overtime except in the rare instance when it is unforeseen 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 Co-op policy. In extreme and repeated cases, disciplinary action could include the termination of the employee.

Leave Requests

All covered employees shall submit a leave request form prior to taking the leave if possible. If a request for leave was not possible in advance due to unforeseen or emergency circumstances, the leave form shall be turned in the day the employee returns to work. Unless specifically granted by the Board for special circumstances, the reason necessitating the leave must fall with the Co-op policy.

Payment for leave could be delayed or not occur if an employee fails to turn in the required leave form. Leave may be taken in a minimum of four (4) hour increments.⁴

Record Keeping^S and Postings^T

The Co-op shall keep and maintain records as required by the FLSA for the period of time^U required by the act. (5)

The Co-op shall display minimum wage posters where employees can readily observe them.⁶

Cooperation with Enforcement Officials^V

All records relating to FLSA shall be available for inspection by, and Co-op 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:

- a. Investigating and gathering data regarding the wages, hours, and other conditions and practices of employment;
- b. Entering, inspecting, and/or transcribing the premises and its records;
- c. Questioning employees and investigating such facts as the inspectors deem necessary to determine whether any person has violated any provision of the FLSA.

Notes: ¹Registered nurses fall under the “Learned Professional” exemption of the FLSA; however, this exemption does not apply to LPNs.

While the DOL removed the bright line rule that a supervisor may not spend more than twenty percent (20%) of work time in a week performing non-supervisory duties, supervisor must still commit a majority of time to supervisory duties and the higher the percentage of time each week the better.

Except for teachers and other staff whose primary job duties requires the employees to have a valid teaching license, in order for an employee to be an exempt employee under this policy.

²If you provide our employee a benefit in the form of goods or a facility, the reasonable cost for the fair value of the lodging (per week) must be added to the cash wages before the regular rate is determined.

³Example: Employee has two (2) jobs for the Co-op that each pay a different rate: job A pays eight dollars (\$8) per hour and job B pays ten dollars (\$10) per hour. One week, Employee works fifty (50) hours: twenty-six (26) hours for job A and twenty-four (24) hours for job B. 26 hours at \$8=\$208 and 24 hours at \$10=\$240. \$208+\$240=\$448 (straight time pay). \$448 divided by 50=\$8.96 (weighted average). \$8.96X.05=\$4.48X10 hours=\$44.80. \$448+\$44.80=\$492.80. Therefore, the employee will be paid four hundred ninety-two dollars and eighty cents (\$492.80) for the week.

The reason why it appears that a person who works two differently paid jobs receives such a small amount per hour for overtime pay is because the payment formula takes into account that you have already paid the person their standard rate of pay for the additional hours worked as part of the employee’s straight time pay so you are only needed to determine the additional one half (0.5) the employee is eligible to receive for each hour of overtime. For more information visit http://www.twc.state.tx.us/news/efte/i_employees_two_rates.html.

⁴The DOL does not recognize leave in the form of “days” for hourly employees even though that is how Arkansas law (A.C.A. § 6-17-1304) prescribes them. The DOL requires they be attributed in hourly allotments. You can choose the minimum of leave that may be used at one time.

⁵29 CFR § 516.2-516.9 and CFR § 553.50 list the records that are required to be kept.

⁶The district must display minimum wage posters in “conspicuous places” (each work site). They can be downloaded from the DOL by going to <http://dol.gov/whd/regs/compliance/posters/flsa.html>

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 USC § 778.218(a)
 F:29 USC § 207e, 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:A.C.A. § 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)M 29 CFR § 778.115
 P:29 USC § 207(o)(2)(A)M 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 5, 2016

Revised: 5/5/16 Revised: 3/7/19

Worker's Compensation Coverage

It is the intent of the Northwest Arkansas Education Cooperative to provide a safe and accident-free workplace. Employees are encouraged to practice safe work habits and to always use good judgement related to all work tasks. Additionally, employees are encouraged to report any workplace problem(s) that might result in an employee injury or sickness.

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 Business Manager at the Co-op Business Office.
2. At the time the claim is reported to the Co-op Business Office, the employee will be given a basic fact sheet that covers most frequently asked questions regarding this coverage. This will include a list of doctors who are approved to handle claims of this nature.
3. The personnel of the Northwest Arkansas Education Service Cooperative 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.
5. Workers' compensation pay, sick leave and vacation leave benefits cannot be combined to exceed employee's normal daily rate of pay.

Date Adopted: May 5, 2016

Weekly Schedule

The weekly schedule for all coordinators and specialists will be submitted/posted on the online calendar. The schedule should be submitted for each week by Monday, 10:00 AM.

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 NWAESC.

Leave of Absence With Pay

Leave of absence with pay may be granted at the discretion of the Board as recommended by the director.

Jury Duty/Military Leave

Leave of absence with pay shall be granted for jury duty within the current fiscal contract year. The staff member shall notify the NWAESC as soon as it is known that he/she is to serve.

Stipend received for jury duty shall be payable to the Co-op unless personal, sick leave or vacation time is taken.

Military Leave with pay shall be granted according to Act 673 of 1991 and Act 956 of 1991.

PERSONNEL FAMILY MEDICAL LEAVE/FMLA

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 Co-op with needed information. The FMLA provides up to twelve (12) work weeks (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 Co-op, as provided in this policy, of foreseeable absences that may qualify for FMLA leave, it is the Co-op'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 Co-op 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.¹

“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.²

“Year” the twelve (12) month period of eligibility shall begin from the date of any employee’s first FMLA leave for reasons 1 through 5 below. See Section 2 of this policy if FMLA leave involves a servicemember.

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 Co-op 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 servicemember with a serious illness or injury. (See Section Two)

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

A legally married couple who are both eligible employees employed by the Co-op 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

Co-op Notice to Employees

The Co-op shall post, in conspicuous places in the Co-op where notices to employees and applicants for employment are customarily posted, a notice explaining the FMLA’s provisions and providing information about the procedure for filing complaints with the Department of Labor.

Designation Notice to Employee

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

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

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 Co-op requires employees to substitute any applicable accrued leave (in the order of sick, personal, or vacation leave as may be applicable) for any period of FMLA leave.

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 their own serious medical condition may perform work at another, non-Co-op job while on FMLA leave. Except employees who do perform work at another non-Co-op 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-Co-op job while on FMLA leave. Employees who do perform work at another, non-Co-op job while on FMLA leave for the serious medical condition of a family member, will be subject to discipline, which could include termination or nonrenewal of their contract of employment.

Health Insurance Coverage

The Co-op shall maintain coverage under any group health plan for the duration of FMLA leave the employee takes at the level and under the conditions coverage would have been provided if the employee had continued in active employment with the Co-op. Additionally, if the Co-op makes a change to its health insurance benefits or plans that apply to other employees, the employee on FMLA leave must be afforded the opportunity to access additional benefits and/or the same

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

The Co-op has the right to pay an employee's unpaid insurance premiums during the employee's unpaid FMLA leave to maintain the employee's coverage during his/her leave. The Co-op may recover the employee's share of any premium payments missed by the employee for any FMLA leave period that the Co-op 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 Co-op.

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

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

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

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

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

Reporting Requirements During Leave

Unless circumstances exist beyond the employee's control, the employee shall inform the Co-op every two (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 leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An equivalent position must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, and authority. Specifically, upon returning from FMLA leave, a teacher may be assigned to another position that is not necessarily the same as the teacher's former job assignment. The employee may not be restored to a position requiring additional licensure or certification.

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

Provisions Applicable to Section One

Employee Notice to Co-op

Foreseeable Leave

When the need for leave is foreseeable for reasons 1 through 4 listed above, the employee shall provide the Co-op 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 Co-op 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 the leave will be required to begin, a change in circumstances, or an emergency, notice must be given as soon as practicable. As soon as practicable means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case.

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

If the need for FMLA leave is foreseeable less than thirty (30) days in advance, the employee shall notify the Co-op as soon as practicable. If the employee fails to notify as soon as practicable, the Co-op may delay granting FMLA leave for the number of days 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 Co-op notice of the need for leave as soon as practicable given the facts and circumstances of the particular case.

Ordinarily, the employee shall notify the Co-op within two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, fax, email, or other electronic means. If the eligible employee fails to notify the Co-op as required, unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.

Medical Certification

Second and Third Opinions: In any case where the Co-op has reason to doubt the validity of the initial certification provided, the Co-op may require, at its expense, the employee to obtain the opinion of a second health care provider designated or approved by the employer. If the second

opinion differs from the first, the Co-op may require, at its expense, the employee to obtain a third opinion from a health care provider agreed upon by both the Co-op and the employee. The opinion of the third health care provider shall be considered final and be binding upon both the Co-op and the employee.

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

- The original certification is for a period greater than thirty (30) days. In this situation, the Co-op may require a recertification after the time of the original certification expires, but in any case, the Co-op may require a recertification every six (6) months.
- The employee requests an extension of leave;
- Circumstances described by the previous certification have changed significantly; and/or
- The Co-op 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 Co-op's request.

No second or third opinion on a recertification may be required.

The Co-op 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 Co-op requires employees to substitute accrued sick, vacation, or personal leave for the period of FMLA leave.

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

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

Return to Work

If the Co-op's written designation determination that the eligible employee's leave qualified as FMLA leave under reason 4 above stated that the employee would have to provide a "fitness-for-duty" certification from a health care provider for the employee to resume work, the employee must

provide such certification prior to returning to work. The employee's failure to do so voids the Co-op's obligation to reinstate the employee under the FMLA and the employee shall be terminated.

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

Failure to Return to Work

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

Intermittent or Reduced Schedule Leave

To the extent practicable, employees requesting intermittent or reduced schedule leave shall provide the Co-op with not less than 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 schedule leave for reasons 1 and 2 listed above if the Co-op agrees to permit such leave upon the request of the employee. If the Co-op agrees to permit an employee to take intermittent or reduced schedule leave for such reasons, the agreement shall be consistent with this policy's requirements governing intermittent or reduced schedule leave. The employee may be transferred temporarily during the period of scheduled intermittent or reduced leave to an alternative position 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 Co-op 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 Co-op 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 Co-op chooses to require the eligible, instructional employee to stay on leave until the end of the semester, only the portion of the leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. The required non-FMLA leave will not be considered excessive absenteeism.

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

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

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 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 Co-op 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 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 Co-op may require the employee to continue to take leave until the end of the semester.

SECTION TWO- FMLA LEAVE CONNECTED TO MILITARY SERVICE

Leave Eligibility

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

QUALIFYING EXIGENCY

An eligible employee may take FMLA leave for any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. Examples include issues involved with short-notice deployment, military events and related activities, childcare and school activities, the need for financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and other activities as defined by federal regulations.

Definitions

“Covered active duty” means:

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

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

Certification

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

Employee Notice to Co-op

Foreseeable Leave

When the necessity for leave for any qualifying exigency is foreseeable, whether because the spouse, son, daughter, or parent of the employee is on covered active duty, or because of notification of an impending call or order to covered active duty, the employee shall provide such notice to the

Co-op as is reasonable and practicable regardless of how far in advance the leave is foreseeable. As soon as practicable means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case.

Unforeseeable Leave

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

Substitution of Paid Leave

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

Intermittent or Reduced Schedule Leave

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

Leave taken by an eligible instructional employee more than five (5) weeks prior to 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 Co-op 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 Co-op chooses to require the eligible, instructional employee to stay on leave until the end of the semester, only the portion of the leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement.

SERIOUS ILLNESS

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

Definitions

"Covered Servicemember" 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 servicemember, means the status of a member of the Armed Forces assigned to:

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

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

“Serious Injury or Illness”:

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

“Son or daughter of a covered servicemember” means a covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.²

“Year”, for leave to care for the serious injury or illness of a covered servicemember, the twelve (12) month period begins on the first day the eligible employee takes FMLA leave to care for a covered servicemember 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 servicemember shall be entitled to a total of twenty-six (26) weeks of leave during one twelve (12) month period to care for the servicemember who has a serious injury or illness as defined in this policy. An eligible employee who cares for such a covered servicemember 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 servicemember 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 servicemember with a serious illness or injury.

If a legally married couple are both eligible employees employed by the Co-op, 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 servicemember 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 servicemember 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 servicemember 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 servicemember 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 Co-op may require the eligible employee to obtain certification of the covered servicemember's serious health condition to help the Co-op determine if the requested leave qualifies for FMLA leave. The Co-op may deny FMLA leave if an eligible employee fails to provide the requested certification.

Employee Notice to Co-op

Foreseeable Leave

When the need for leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury is clearly foreseeable at least thirty (30) days in advance, the employee shall provide the Co-op with no less than thirty (30) days' notice before the date the employee intends for the leave to begin for the specified reason. An eligible employee who has no reasonable excuse for his/her failure to provide the Co-op with timely advance notice of the need for FMLA leave may 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 Co-op as soon as practicable. If the employee fails to notify as soon as practicable, the Co-op may delay granting FMLA leave for 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 servicemember 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 Co-op subject to the approval of the health care provider of the spouse, son, daughter, or parent of the employee.

Unforeseeable Leave

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

Substitution of Paid Leave

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

Intermittent or Reduced Schedule Leave

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

When granting leave on an intermittent or reduced schedule to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury that is foreseeable based on planned medical treatment, the Co-op may temporarily transfer non-instructional eligible employees for the period of scheduled intermittent or reduced leave to an alternative position 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 servicemember with a serious illness or injury that is foreseeable based on planned medical treatment and the employee would be on leave for greater than twenty percent (20%) of the total number of working days in the period during which the leave would extend, the Co-op may require the employee to choose either 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. 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 servicemember with a serious illness or injury, may not be transferred to an alternative position during the period of the employee's intermittent or reduced leave schedule if, based on the foreseeable planned medical treatment, the employee would be on leave for 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 Co-op chooses to require the eligible, instructional employee to stay on leave until the end of the semester, only the portion of the leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. The excess non-FMLA leave will not be considered excessive absenteeism.

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

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

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 end of the semester

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

- a. The leave is of greater than 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 end of the semester

If the eligible, instructional employee begins leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury during the period that commences three (3) weeks prior to the end of the semester and the duration of the leave is greater than five (5)

working days, the Co-op 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 **CO-OP** 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 Co-op 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 Co-op 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 Co-op 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.

¹ It is possible for a full time employee to be eligible for FMLA leave one year and not the next. For example, if an employee on a 190 day contract takes the full twelve (12) weeks of FMLA leave in year one, that would mean the employee only worked 130 days. Assuming the employee is credited for eight (8) hours per work day, the employee would have only worked 1040 hours during that time ($130 \times 8 = 1040$), which would make the employee ineligible for FMLA leave for the year following the year that the employee took the leave.

² The Wage and Hour Division of the Department of Labor has issued a Guidance to help interpret the scope of the definition of "son or daughter" as it applies to an employee standing "in loco parentis" to a child. The following quote from the Guidance is offered to give an idea of the complexity of the definition.

Date Adopted: March 5, 2020

Staff Evaluations

It is understood by the Board that a continuous ongoing evaluation is made of every staff person of the NWAESC; however, official evaluations shall be made from time to time whereby all personnel involved will know the results of the evaluations.

Staff evaluation procedures of the NWAESC personnel shall be as follows:

The Board shall evaluate and appraise the performance of the Director by having one annual evaluation conference and report. The results of the evaluation may be oral or in writing. The Director shall have an opportunity to review any written evaluation and respond to it in writing.

The Director of the Cooperative or a designee shall evaluate and appraise the performances of all staff members. The Director and each staff member shall review the staff member's performance by having one conference each year and a record of the conference shall be made in writing. The staff member shall have an opportunity to review the written report.

All written materials pertaining to staff evaluations shall be kept under lock and key, and only the person evaluated, the Director or designee, and the Board in official session shall have access to the materials for the purpose of promotion, any investigations, determining pay scales, and dismissal or non-renewal of contracts.

The Director shall determine the means by which the written information pertaining to evaluations is kept and presented, i.e., instruments used, places filed, etc.

Employment - Personnel

Personnel of the Cooperative shall be employed in accordance with laws, rules, regulations and procedures applicable to local school districts of Arkansas.

Professional Development

Refer to Arkansas Statutes 6-61-133, 6-15-1703, 6-17-709.

Dismissal or Non-renewal of Contract

Every effort shall be made to see that the 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 NWAESC shall be renewed unless the procedure outlined in Act 936 of 1983 has been pursued.

Termination or contract non-renewal of staff who 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 Arkansas Department of Education.

The Northwest 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.

Dismissal or Non-renewal of Contract - Classified Employees

Termination or contract non-renewal of employees who are covered by Act 631 of 1991 "Public School Employee Fair Hearing Act" will be handled in accordance with this act.

Drug Free Workplace

The NWAESC will maintain a work environment that is drug and alcohol free.

Accordingly, reporting for work under the influence of intoxicating beverages or illegal drugs or the use or possession by a NWAESC staff member on NWAESC premises of an intoxicating liquor, controlled, or illegal substance, a drug not medically authorized, or any other substance which may impair job performance or pose a hazard to the safety of employees is strictly prohibited and will result in immediate disciplinary action, including possible termination after due process. For the purpose of this policy "work time" shall include lunch and breaks.

The NWAESC reserves the right to inspect and/or search all NWAESC property for intoxicating liquor, controlled or illegal substances or any other substances which impair job performance.

The NWAESC will abide with the Fair Labor Standards Act and ACT 1752 of 2003 enacted by the General Assembly of the State of Arkansas.

The NWAESC recognizes its commitment and its responsibility to its staff by seeking to provide through the Employee Assistance Program an opportunity for staff to deal with drug and alcohol related problems. Any staff member who voluntarily requests assistance in dealing with a personal drug and/or alcohol problem may do so through the Employee Assistance Program in complete confidence and without jeopardizing his/her employment with the NWAESC. Other treatment programs for drug and alcohol problems may be available through the Health and Welfare providers selected by individual staff. The discontinuation of any involvement with alcohol or drugs is an essential requisite for participation in any treatment program. As a result of disciplinary action arising from a drug or alcohol problem, a staff member may be required to participate in a drug or alcohol treatment program. An individual who is so required will first be evaluated for drug and alcohol use by an accredited professional. The cost of such an evaluation shall be reviewed by the Board as to whether it will be paid by the Co-op or by the staff member. A staff member may be required to participate in follow-up care as part of a comprehensive alcohol and drug treatment program. Depending upon the nature of the conduct which leads to the staff person's mandated participation in an alcohol and drug treatment program, the staff member may be required to submit to a random blood and urine screening for alcohol and/or drugs for a specified period of time and to meet various performance standards which are imposed as a condition of continuing employment.

The NWAESC Board reserves the right to determine whether reasonable suspicion exists, the level of discipline to be applied and whether an employee should be given the opportunity to participate in a drug or alcohol treatment program, provided, however, that its determinations shall not be arbitrary or capricious.

For the purposes of this policy the following definitions of terms are provided:

Reasonable suspicion is defined as specific articulable observations concerning such circumstances as the work performance, appearance (including, for example, noticeable odor of intoxicants), behavior, or speech of the individual, or being involved in an accident on NWAESC assignment which results in physical or property damage.

Controlled substances (defined as all forms of narcotics depressants, stimulants, hallucinogens and cannabis), whose purchase, sale, transfer, use or possession is prohibited or restricted by law.

Sexual Harassment Policy

Sexual harassment is a form of employee misconduct that undermines the integrity of the employment relationship. Sexual harassment does not refer to occasional compliments. It refers to behavior that is not welcome, that is personally offensive, that debilitates morale, and that therefore interferes with the work effectiveness of its victims and their co-workers. Individuals who experience sexual harassment from co-workers or others should make it clear that such behavior is offensive to them and that the misconduct must stop. If the misconduct continues after the warning, the employee has the option to file a written complaint and the process should proceed through the normal chain of command. The employee should file the written complaint with his/her immediate supervisor, unless the complaint is being filed in reference to the immediate supervisor, then the employee has the right to continue the complaint process through all channels of the chain of command, culminating with the Board of Directors. In fulfilling our obligation to maintain a

positive and productive work environment, the Board of Cooperative officials will make every attempt to halt any harassment of which they become aware by calling attention to this policy or by direct disciplinary action, if necessary.

Date Adopted: May 5, 2016

Tobacco Policy

In accordance with Arkansas ACT 1555 of 1999, smoking or use of tobacco or products containing tobacco in any form in or on any property owned or leased by a Co-op or public school district, including school buses, is prohibited.

Date Adopted: May 5, 2016

Employee Grievance Procedure (Revised October 2013)

An employee shall be entitled to and shall be offered the opportunity to have a witness or representative of the employee's choice present during any disciplinary or grievance matter with any administrator. Use attached forms.

Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems that may, from time to time, arise affecting employees. The employee shall have the right to present grievances and, in so doing, shall be assured freedom from restraint, interference, discrimination, and reprisal. At any point in the procedure, the complainant has the right to counsel.

Procedure

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

- Step 1: (a) Within ten days (two working weeks) 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 relations 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 the 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.

Technology Usage Policy (Added October 2013)

Any technology device purchased with NWAESC funds, (i.e.: phone, computer, iPad, MIFI, etc.) may be subject to Freedom of Information Act (FOIA). All employees are required to sign and date the "Computer Network Acceptable Use and Internet Safety Policy" form. This form is kept in employee personnel files. See attached form.

Duty to Report Child Abuse, Maltreatment or Neglect

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

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

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

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

Date Adopted: May 5, 2016

STEP 1

FORM A

GRIEVANCE REPORT

FROM: _____, Grievant 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

FORM B

GRIEVANCE

FROM: _____
(Grievant Person)

TO: _____
(Co-op Director)

DATE: _____
(Grievance Report "FORM A" must be attached)

Signature: _____

STEP 4

DIRECTOR'S RESPONSE TO GRIEVANCE

Date Appeal Received: _____

Date of Response of Appeal: _____

Response to Appeal: _____

Signature of Director: _____

Date: _____

STEP 5

FORM C

BOARD OF DIRECTORS' APPEAL

FROM: _____, Grievant Person

TO: Cooperative Board of Directors

SUBJECT: _____

DATE: _____

Attach: Grievance Report (FORM A)
Appeal (FORM B)

Signature: _____

=====

STEP 6

BOARD OF DIRECTORS' RESPONSE TO APPEAL

TO: _____, Grievant Person

FROM: Cooperative Board of Directors

DATE: _____

ATTACH WRITTEN RESPONSE FROM BOARD OF DIRECTORS

Computer Network Acceptable Use Policy & Internet Safety Policy

These guidelines are provided so you are aware of your responsibilities when using the NWAESC local area network, Internet connectivity and computer equipment. In general this requires ethical, legal, work-related use of computers and network resources. If any Northwest Cooperative network user violates any of these provisions, it can result in termination of their user account, and denial of future access.

Terms and Conditions:

1. **Acceptable use:** The use of your account and/or the NWAESC Computer Network must be in support of education and education-related research consistent with the objectives of Northwest Arkansas Education Service Cooperative and its member school districts. Prohibited activity includes transmitting, receiving or propagation of copyrighted material or other intellectual property, and threatening or obscene material or material which violates state and federal laws. No use is permitted to employ NWAESC resources to engage in commercial or political activities, advertising or lobbying.
2. **Privileges:** The use of the NWAESC computer network is a privilege, not a right, and inappropriate use will result in cancellation of those privileges. The system administrators (including the Technology Coordinator, Assistant Director and Director) will deem what is inappropriate use and their decision is final. The system administrators may close an account at any time.
3. **Network Etiquette:** You are expected to abide by the following generally accepted rules of network etiquette.
 - a. Be polite.
 - b. Use appropriate language.
 - c. Do not reveal personal information about yourself or others.
 - d. Use the network in a manner that does not disrupt its use by others.
 - e. Assume that all information accessible via the network is private property.
 - f. Remember that e-mail is not guaranteed to be private.
4. **Security:** Do not use another individual's account or share your account with others. Any user identified as a cyber- security risk may be denied access to the NWAESC computer network.
5. **Vandalism:** Vandalism is defined as any deliberate attempt to damage the data or equipment compromising the NWAESC computer network, or any computer or network it connects with remotely or locally, and will not be tolerated.

CIPA Compliance:

Technology Protection Measure

NWAESC will filter email and Internet content to protect against access by adults and minors to visual depictions that are obscene, child pornography, or — with respect to use of computers with Internet access by minors — harmful to minors.

Internet Safety Policy

The NWAESC will secure network access to address the following issues:

- Prevent access by minors to inappropriate matter on the Internet and World Wide Web
- Ensure the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications
- Prevent unauthorized access including "hacking" and other unlawful activities by minors online
- Prevent unauthorized disclosure, use, and dissemination of personal information regarding minors
- Provide measures designed to restrict minors' access to materials harmful to minors

Beginning July 1, 2012, NWAESC will provide Internet Safety training to minors (if applicable) to educate them about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyber-bullying awareness and response.

Employee Signature _____ Date _____

REVISED April 2012