

Arch Ford ESC

Administrative & Personnel Policies



Approved: July 28th, 2022

/s/Shawn Halbrook

Governing Board President

Archibald Washington Ford (Arch) (1906–1987)

Archibald Washington Ford was commissioner of the Arkansas Department of Education from 1953 until his retirement in 1978. He served under five governors: Francis Cherry, Orval Faubus, Winthrop Rockefeller, Dale Bumpers, and David Pryor. Under his leadership, the state undertook significant work to provide a quality education to all students regardless of their race, age, abilities, or location in the state.

Arch Ford was born in Wooster (Faulkner County) on January 25, 1906. Ford taught in several school districts around Arkansas before becoming an educational advisor for the Civilian Conservation Corps camp in Jacksonville (Pulaski County) in 1935. In 1941, Ford went to work for the Arkansas Department of Education as a district supervisor of the war training programs in northwestern Arkansas. His next position was supervisor of vocational education. He then became the state supervisor for business education before becoming assistant commissioner in 1948.



The Arkansas Board of Education elected him commissioner in 1953. As the state commissioner of education, Ford wanted to expand educational opportunities in Arkansas because he believed education was the foundation for improving people's lives. In the wake of the *Brown v. Board of Education* decision (1954) and the desegregation crisis at Little Rock Central High School in 1957–58, Ford led the state in integrating and improving the quality of all schools.

During Ford's tenure, Arkansas extended educational opportunities to those with disabilities. The Arkansas Children's Colony (now the Conway Human Development Center) was established in Conway in 1959 to provide educational services. By the end of the 1970s, all schools in Arkansas had established special education programs.

In the 1960s, Ford oversaw the establishment of the Arkansas Council on Economic Education and the Arkansas Educational Television Network (AETN). To finance these advances, Ford fought to increase funding for education. By the end of his tenure, the education budget was more than half of the entire state budget. Districts had been consolidated so that they could provide services more efficiently. He also advocated for higher teachers' salaries and better teacher training so that Arkansas could attract and keep quality teachers.

Ford also established twenty-three vocational-technical schools across the state within driving distance of anyone who needed to gain or improve vocational or technical skills. In 1968, he led the campaign to change Arkansas's constitution so that five-year-olds and adults could receive state-funded educational services.

Arch Ford died on June 5, 1987, in Conway after a lengthy illness. The Arch Ford EducationService Cooperative in Plumerville (Conway County) is named for Ford.

Reference: <https://encyclopediaofarkansas.net/entries/archibald-washington-9011/>

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The Employment Policies of the Arch Ford Education Service Cooperative are designed to conform to state law. To the extent this policy conflicts with state law, either when set forth or because state law is amended in the future, the portion of this policy in conflict shall be void and state law shall apply. To the extent a portion of this policy is similar to state law, if that portion of state law is repealed or amended, such action shall also result in the repeal (and not amendment) of that portion of this policy.

Authority and Name of Agency

The name of the agency shall be the Arch Ford Education Service Cooperative, referred to here as **AFESC**, the **Cooperative**, **Arch Ford ESC**, **Arch Ford Co-op** or the **Co-op**. Act 610 of 1989 has amended the original legislation governing cooperatives, Act 349 of 195. Board policy to comply with both acts is included in this policy.

Mission

Arch Ford Education Service Cooperative is committed to and strives toward academic excellence for all students by enhancing effective teaching, developing leadership, offering technical assistance, providing extensive support, and promoting state and regional initiatives to all 26 school districts. Arch Ford Education Service Cooperative is able to assist our participating districts by:

- ★ Extend equitable educational opportunities;
- ★ Improve communications between state and local levels;
- ★ Enhance sharing of financial resources;
- ★ Show positive response to the voluntary expressions of local schools' needs
- ★ Provide services that enable the adherence to quality education standards.

General Goals

The primary function of the Cooperative is service to member districts, and all functions of the Cooperative operation shall be directed toward that purpose. The Arch Ford Cooperative was established to make equitable extensions and improvements in education for students in this service area by striving to:

1. To ensure that all teachers in the Arch Ford Education Service Cooperative are provided opportunities for professional growth in "Best Practices" of teaching to expand their skill base.
2. To provide administrative training opportunities for instructional leadership for current and prospective administrators.
3. To offer technical assistance to teachers and administrators in areas of concern. They include technology, curriculum, fiscal management, behavior, safety, special education, federal programs, and crisis management.
4. To partner with member schools in compliance with Act 999 to implement the accountability process.
5. To support and assist our district schools in state and regional initiatives.
6. To provide an environment in the Cooperative that is safe, comfortable, and positive so that maximum service opportunities may be provided.
7. To make a conscious effort to provide to member schools services that are effective, efficient, and relevant.

Governing Board

The governing body of the education service cooperative shall be the board of directors consisting of one (1) representative appointed by each school district within the boundary of the education service cooperative. No school district may have official representation of more than one (1) education service cooperative board of directors.

The board of directors of each established Education Service Cooperative shall function as a public corporate body, shall meet, except as otherwise provided in Ark. Code Annotated §6-13-1007, at least eight (8) times each year, and shall exercise general fiduciary responsibilities for the education service cooperative with regard to policies and practices which guard the integrity of the agency and maintain public trust in its operation.

Such responsibilities, consistent with funds available, shall include, but not be limited to:

- Employment of a director of the Education Service Cooperative who shall serve as the nonvoting executive officer of the Board of Directors;
- Establishment of policies and procedures for the operation and management of the Education Service Cooperative which shall be in written form and shall be filed with the State Board of Education;
- Approve annual budget for programs and services in accordance with procedures established by the State Board of Education;
- Employment, upon the recommendations of the director of the Education Service Cooperative, of such personnel as may be required to provide the services requested by the school districts in the area;
- Implementation of policies established by the State Board of Education for the operation of Education Service Cooperatives;
- Cooperation with other Education Service Cooperatives, school districts, and other agencies to provide programs and services for children and adults residing within their respective areas;
- Purchasing, renting, leasing, or receiving by gift such facilities and buildings as may be required to provide authorized programs and services; and
- Carrying out such other duties which may be required for the efficient operation of the Education Service Cooperative for which the board is responsible.

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

It is the policy of the Arch Ford ESC Board that its actions will be taken with due regard for its legal responsibilities and in the belief that its actions shall be in the best interests of its participating Districts as a whole.

Legal Reference: A.C.A. § 6-13-620 A.C.A. 6-13-1006

Date Adopted: July 28, 2022

Executive Committee

In a meeting, with a majority of its members present and voting, the board of directors of an education service cooperative may elect from its membership an executive committee of seven (7), nine (9), or eleven (11) members.

Candidates for the executive committee, if one is formed, shall be chosen so that the school districts within the education service cooperative are equitably represented. All subsequent members of the executive committee shall be elected by a majority vote of the board of directors in attendance at the annual meeting.

The function of the executive committee shall be to carry out those duties delegated to it by the governing board of directors, the provisions of § 6-13-1006 notwithstanding.

Terms of executive committee members shall be three (3) years except for the initial members which shall have terms assigned by lot so as to stagger terms to equalize as nearly as possible the number of members to be elected each year. Vacancies occurring after the annual meeting shall be filled by the executive committee until the next annual meeting.

Should an executive committee be established in any education service cooperative, it shall meet at least nine (9) times per year, and the requirements for board of directors meetings shall be reduced to three (3) times annually. The president of the board of directors shall serve as chair of the executive committee. No person, however, may serve in this position for more than two (2) consecutive years.

Legal Reference: Ark. Code Ann. § 6-13-1007 & § 6-13-1006

Powers & Duties of the Board

The Arch Ford Education Service Cooperative Board, operating in accordance with State and Federal laws, assumes its responsibilities for the operation of the Cooperative. The board shall concern itself primarily with the broad questions of policy as it exercises its legislative and judicial duties. The administrative functions of the Cooperative are delegated to the Director who shall be responsible for the effective administration and supervision of the Cooperative.

Some of the duties of the Board include:

1. Developing and adopting policies to affect the vision of the Cooperative;
2. Understanding and abiding by the proper role of the Board of Directors;
3. Electing and employing a Director and giving him/her the support needed to be able to effectively implement the Board's policies;
4. Conducting formal and informal evaluations of the Director as deemed necessary and appropriate;
5. Employing, upon recommendation of the administrative staff and by written contract, the staff necessary for the proper conduct of the cooperative;
6. Approving the cooperative's budget for the ensuing year;
7. Overseeing the maintenance of the Cooperative's buildings, grounds, and property;
8. Approving all salary schedules;
9. Being fiscally responsible to the cooperative's patrons and maintaining the finances necessary to support the cooperative's budget; and
10. Involving the members of the community in the cooperative's decisions to the fullest extent practicable.

Legal References: A.C.A. § 6-13-620, 622

Governance by Policy

The Arch Ford Education Service Cooperative shall operate within the legal frameworks of the State and Federal Constitutions, and appropriate statutes, regulations and court decisions. The legal frameworks governing the Co-op shall be augmented by policies adopted by the Board of Directors which shall serve to further define the operations of the Co-op.

When necessitated by unforeseen circumstances, the Director shall have the power to decide and take appropriate action for an area not covered by the legal frameworks or a policy of the Board. The Director shall inform the members of the Board of such action.

The official copy of the policy manual for the Co-op shall be kept in the Human Resource office. Copies of the manual within the Co-op shall be current, but if a discrepancy occurs between manuals, the Human Resource office version shall be regarded as authoritative.

Co-op Director Duties/Qualifications

1. Implementing the policies of the Board;
2. Being responsible for the planning and implementation of Cooperative programs in accordance with State and Federal requirements and the needs of the Cooperative;
3. Reporting to the Board concerning the status of the programs, personnel, and operations, and making recommendations for improving instruction, activities, services, and facilities;
4. Acting as a liaison between the Board and Cooperative personnel;
5. Recommend to the Board the employment, discipline, and termination of certified and non-certified personnel ;
6. Responsible for the development of short and long-term goals for the Cooperative;
7. Presenting an annual budget for the Cooperative to the Board for its consideration;
8. Maintaining a current knowledge of developments in curriculum and instruction, as well as pertinent legal changes, and advising the professional staff and Board of such information.
9. Direct expenditures of funds within the budget; and
10. Perform other duties as required by the education service cooperatives governing body and the policies, rules, and regulation of the State Board of Education.
11. Hold an administrators license and meet all requirements to serve as a superintendent of schools in the State of Arkansas; or
12. Have an equivalent level of education and administrative experience and obtain the approval of the state board
13. The governing body of any education service cooperative may enter into a contract with a director for a period not to exceed (3) years.

Legal Reference: Ark. Code Ann. § 6-13-1010

Co-op Personnel

1. Personnel of education service cooperatives shall be employed in accordance with laws, rules, regulations, and procedures applicable to the school districts of this state.
2. In lieu of a salary schedule, an education service cooperative annually may submit to the Department of Education a complete listing of all employees of the education service cooperative and each employee's position, salary, and benefits.
3. Licensure requirements shall be the same as those expected of persons holding similar positions in local school districts.
4. Termination or contract nonrenewal of education service cooperative personnel shall be as provided by law for the school district personnel.

Legal Reference: Ark. Code Ann. § 6-13-1011

Personnel Policy Formulation

The Board is required by law to establish personnel policies within the Cooperative. These policies, including an affidavit signed by the President of the Board attesting compliance with state law requiring personnel policies, shall be filed with the Chairman of the State Board of Education.

All personnel policies adopted by the Board shall be provided to each employee upon initial employment by the Cooperative.

The Personnel Policy Committee shall meet (at minimum) once yearly to review the personnel policies to determine if additional policies or amendments to existing policies are needed. The Committee may propose new policies or amendments to existing policies. Once the Director has reviewed any newly proposed policies or amendments to existing policies, the updates shall be placed on the board agenda of the next regularly scheduled board meeting. The Board shall consider and adopt, reject, amend, or refer to the Committee for further study and revisions any proposals or amendments that are submitted to the Board for consideration.

Any amendments, additions, or deletions from the foregoing policies shall require a majority vote of the Executive Committee, with ratification of a majority of the Board of Directors, present and voting in a special or annual meeting. Amendments to policies are effective immediately, unless otherwise specified.

Legal References:

A.C.A. § 6-17-201 et seq.

A.C.A. § 6-17-2301 et seq.



Equity

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

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

Date Adopted: October 30, 2006

Last Revised:

Equal Opportunity Employment

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

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, Arch Ford ESC, and its employees, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status,

income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by Arch Ford ESC or be subjected to discrimination in regard to employment, retention, promotion, transfer or dismissal in any educational program or activity which is under the jurisdiction of the Board.

The Cooperative is an equal opportunity employer and shall not discriminate on the grounds of race, color, religion, national origin, sex, pregnancy, sexual orientation, gender identity age, disability, or genetic information. Inquiries on non-discrimination may be directed to the Director, who may be reached at 501-354-2269..

Dissemination and Implementation of Policy

The officers of Arch Ford ESC will be responsible for the dissemination of this policy. Directors, managers and supervisors are responsible for implementing equal employment practices within each department. The HR department is responsible for overall compliance and will maintain personnel records in compliance with applicable laws and regulations.

Sexual Harassment

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

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

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

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

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

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

Actionable sexual harassment is generally established when an individual is exposed to a pattern of objectionable behaviors or when a single, serious act is committed. What is, or is not, sexual harassment will depend upon all of the surrounding circumstances. Depending upon such circumstances, examples of sexual harassment include, but are not are not limited to: unwelcome

touching; crude jokes or pictures; discussions of sexual experiences; pressure for sexual activity; intimidation by words, actions, insults, or name calling; teasing related to sexual characteristics; and spreading rumors related to a person's alleged sexual activities.

Employees who believe they have been subjected to sexual harassment are encouraged to file a complaint by contacting their immediate supervisor, and administrator, who will assist them in the complaint process.

Under no circumstances shall an employee be required to first report allegations of sexual harassment to a Cooperative contact person if that person is the individual who is accused of the harassment. To the extent possible, complaints will be treated in a confidential manner. Limited disclosure may be necessary in order to complete a thorough investigation. Employees who file a complaint of sexual harassment will not be subject to retaliation or reprisal in any form. Employees who knowingly fabricate allegations of sexual harassment shall be subject to disciplinary action up to and including termination.

Individuals who withhold information, purposely provide inaccurate facts, or otherwise hinder an investigation of sexual harassment shall be subject to disciplinary action up to and including termination.

Legal References: Title IX of the Education Amendments of 1972, 20 USC 1681, et seq.
Title VII of the Civil Rights Act of 1964, 42 USC 2000-e, et seq.
A.C.A. § 6-15-1005 (b) (1)

Date Adopted: October 30, 2006
Last Revised: July 28, 2022



Tort Immunity

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

Legal Reference: A.C.A. § 21-9-301
Date Adopted: July 28, 2022

Nepotism

Family or family member means:

An individual's spouse; Children of the individual or children of the individual's spouse; The spouse of a child of the individual or the spouse of a child of the individual's spouse; Parents of the individual or parents of the individual's spouse; Brothers and sisters of the individual or brothers and sisters of the individual's spouse; Anyone living or residing in the same residence or household with the individual or in the same residence or household with the individual's spouse; or 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:

1. Employed in either an interim or permanent position for the first time or following a severance in employment with the Cooperative;
2. A change in the terms and conditions of an existing contract, excluding:
 - Renewal of a licensed contract under A.C.A. § 6-17-1506
 - Renewal of a non- licensed employee's contract that is required by law; or

- Movement of an employee on the salary schedule which does not require board action.

New Hire of Co-op Board Member's Relative as Co-op Employee

The Cooperative shall not initially employ a present board member's family member for compensation in excess of \$5,000 unless the Cooperative 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 \$5,000 per employment contract or, in the absence of an employment contract, calendar year does not come under the purview of this policy and is permitted.

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

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

Date Adopted: July 28, 2022

Personnel Employment/Veterans Preference

The Arch Ford Board of Directors shall employ, upon recommendation of the Director, and if it is subject to availability of funds, economically feasible, such assistants, supervisors, coordinators, speech therapists, teachers, and others deemed necessary to carry out the successful operation of the Cooperative. The Cooperative is an equal opportunity employer and shall not discriminate on the grounds of race, color, religion, national origin, sex, pregnancy, sexual orientation, gender identity age, disability, or genetic information.

All prospective employees must fill out an online application form available online at www.archford.org, in addition to any resume provided, all of which information is to be placed in the personnel file of those employed. If the employee provides false or misleading information, or if they withhold information to the same effect, it may be grounds for termination. In particular, it will be considered a material misrepresentation and grounds for termination of contract of employment if an employee's licensure status is discovered to be other than as it was represented by an employee or applicant, either in writing on application materials or in the form of verbal assurances or statements made to the Cooperative. Before the director may make a recommendation to the Board that an individual be hired by the Cooperative, the HR Coordinator shall check the Arkansas Educator Licensure System to determine if the individual has a currently suspended or revoked teaching license.

An individual with a currently suspended license or whose license has been revoked by the State Board of Education is not eligible to be employed by Arch Ford; this prohibition includes employment as a substitute teacher, whether directly employed by Arch Ford or providing substitute teaching services under contract with an outside entity. It is grounds for termination of contract of employment if an employee fails a criminal background check or receives a true report on the Child Maltreatment Central Registry check.

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

In accordance with Arkansas law the Cooperative provides a veteran preference to applicants who qualify for one of the following categories: a veteran without a service-connected disability; a veteran with a service-connected disability; and a deceased veteran's spouse who is unmarried throughout the hiring process;

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

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

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

1. Indicate on the employment application the category the applicant qualifies for;
2. Attach the following documentation, as applicable, to the employment application:
 - a. Form DD-214 indicating honorable discharge;
 - b. a letter dated within the last six months from the applicant's command indicating years of service in the National Guard or Reserve Forces as well as the applicant's current status;
 - c. Marriage license;
 - d. Death certificate;
 - e. Disability letter from the Veterans Administration (in the case of an applicant with a service-related disability).

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

Legal References: Division of Elementary and Secondary Education Rules Governing Background Checks, A.C.A. § 6-17-30, A.C.A. § 6-17-410, A.C.A. § 6-17-411, A.C.A. § 6-17-428, A.C.A. § 6-17-429, A.C.A. § 21-3-302, A.C.A. § 21-3-303, 28 C.F.R. § 35.106, 29 C.F.R. part 1635, 34 C.F.R. § 100.6, 34 C.F.R. § 104.8, 34 C.F.R. § 106.8, 34 C.F.R. § 106.9, 34 C.F.R. § 108.9, 34 C.F.R. § 110.25

Date Adopted: July 28th, 2022

Personnel File

Under no circumstances can personnel files be removed from the Human Resources Office. The official employee personnel file is the property of Arch Ford ESC and any access to the information they contain is restricted and confidential as allowed by law. Employees may review their personnel records and have them copied, but may not remove documents from the file. Such an inspection must be requested in writing to the Human Resources Office and will be scheduled at a mutually convenient time. All inspections must be conducted in

the presence of a designated member of the Human Resources Office. Requests to review personnel files under the Arkansas Freedom of Information Act shall be handled in accordance with the provisions of that Act.

The Human Resources Office shall maintain a personnel file for each employee containing pertinent information regarding their employment relationship with Arch Ford ESC. The information contained within the file shall be consistent with state and federal laws and regulations, as well as, Arch Ford policies, as applicable. Access is limited to supervisors or others with administrative responsibility, persons responsible for maintenance of the files, or others granted access by Arch Ford policy or contractual requirements.

These files serve as the historical record of information pertaining to an employee from the date of hire to separation. The following information is required for all personnel files that are housed in the Human Resources Office:

- A. Personal data (pay history, job descriptions, etc..)
- B. Handbook acknowledgement form
- C. Direct deposit authorization form
- D. Copy of birth certificate
- E. Application/Resume
- F. Evaluations
- G. Tax forms
- H. Arkansas Teacher Retirement forms/correspondence
- I. Copy of social security card
- J. Documentation on disciplinary issues
- K. Documentation on accommodations, commendations, resignations, etc..
- L. Yearly contract, salary disclosure form if applicable

Grievance materials, including documents related to discrimination or sexual harassment complaints, will be maintained in a separate file. A separate medical file is maintained for information related to Worker's Compensation, the Family and Medical Leave Act, designation of the employee as protected under the ADA and documentation relating to accommodations, as well as Leave of Absence forms regarding the same.

All forms and correspondence related to personnel actions covered by these acts or correspondence containing personal medical information are held in separate files. The ADA provides that the separate ADA related medical file must be kept separate, apart from the location of personnel files and that access is limited to those supervisory personnel involved in the implementation of workplace accommodations. Employees are free to forward copies of certificates, special awards, letters of commendation, or other similar items to the Human Resources Office for inclusion in their personnel file.

The personnel files for employees who have terminated are maintained electronically in the Human Resources Office.

Legal Reference: Ark Code Ann. §§ 6-11-105, 6-17-410, 6-17-411, 6-17-414, 6-17-421, and 25-15-201 et seq.

Date Adopted: October 30, 2006

Last Revised: July 28, 2022

Duties as Mandated Reporters

It is the statutory duty of all Cooperative employees to:

If the employee has reasonable cause to suspect child abuse or maltreatment, then the employee shall directly and personally report these suspicions to the Arkansas Child Abuse Hotline by:

1. Calling the child maltreatment hotline at 1-800-482-5964 and submitting a report through fax to the child maltreatment hotline; or
2. If the employee can demonstrate that the child maltreatment, neglect, or abuse is not an emergency, then the employee may notify the child maltreatment hotline through submission of a fax only.

Failure to report suspected child abuse, maltreatment, or neglect through the Hotline can lead to criminal prosecution and individual civil liability of the person who has this duty.

Notification of local or state law enforcement does not satisfy the duty to report; only notification by means of the Child Abuse Hotline discharges this duty.

If the employee has a good faith belief that there is a serious and imminent threat to the public based on a threat made by an individual regarding violence in or targeted at a school that has been communicated to the employee in the ordinary course of his/her professional duties, then the employee shall make every attempt to immediately notify law enforcement of the serious and imminent threat to the public and have notified law enforcement within twenty-four (24) hours of learning of the serious and imminent threat to the public.

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

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

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

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

Date Adopted: July 28, 2022

Responsibilities in Dealing with Sex Offenders on Campus: MEGAN'S LAW

Arch Ford ESC shall work with area law enforcement in a manner consistent with applicable state law and Division of Elementary and Secondary Education Rules to communicate the

presence of a sexual offender. When necessary, law enforcement may contact the Director to provide information concerning registered sex offenders. The decision regarding the Director to be notified rests solely with law enforcement officials; law enforcement officials use a rating system to determine who needs to be notified, which is according to the sex offender's dangerousness to the community.

It is important that Co-op personnel who receive sex offender notifications understand that they are receiving the sex offender notifications in their official capacity and are not to disseminate information about an offender to anyone outside the Co-op. If Co-op personnel are asked about notification information by an organization using Co-op facilities, the organization should be referred to the area law enforcement agency that issued the notice.

Persons not to be notified, except at the specific discretion of area law enforcement officials, include: members of parent-teacher organizations, other schools, organizations using Co-op facilities, students, parents or guardians of students, and the press. Co-op personnel may inform the press about procedures that have been put in place and other general topics, but may not reveal the name or any other specifics regarding an offender.

A parent or guardian who is a Level 1 or Level 2 sex offender shall be allowed to enter the Co-op campus for any activity that is appropriate for a parent, guardian, or community member. A Level 3 and Level 4 sex offender who is the parent or guardian of a child enrolled in the Co-op and who wishes to enter the school campus in which the student is enrolled for any other purpose than those listed above, must give reasonable notice to the Director or his/her designee. The Director or designee may allow the sex offender to enter upon the campus provided there is a designated school official or employee to escort and supervise the sex offender while they remain on campus. The sex offender shall not enter upon the school campus until such time as a designated Co-op official or employee is available.

Copies of the notification from law enforcement should be kept in a secure place accessible to staff, but should not be posted on Co-op bulletin boards or made available to students or members of the community at large.

Legal Reference: Public Law 104-145—May 17, 1996

Date Adopted: July 28, 2022

Professional Development

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

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

All employees shall attend all local PD training sessions as directed by his/her supervisor. The Cooperative shall develop and implement a plan for the professional development of its licensed employees. The Cooperative's plan shall, in part, align Cooperative resources to address the professional development activities identified in employee's growth plans.

At the end of each school year, the Cooperative shall evaluate the professional development activities' effectiveness at improving student performance and closing achievement gaps.

Each licensed employee shall receive a minimum of thirty-six (36) of professional development annually to be fulfilled between June 1 and May 31. The Cooperative may require a licensed employee to receive more PD than the minimum when necessary to complete the licensed employee's PDP. All licensed employees are required to obtain thirty-six (36) hours of approved PD each year over a five-year period as part of their licensure renewal requirements.

Documentation of the professional development hours earned must be turned in on or before May 31 each year. Professional development hours earned in excess of thirty-six (36) in the designated year cannot be carried over to the next year. Licensed employees who are prevented from obtaining the required professional development hours due to their illness or the illness of an immediate family member as defined in A.C.A. § 6-17-1202 have until the end of the following school year to make up the deficient hours. Missed hours of professional development shall be made up with professional development that is substantially similar to that which was missed. This time extension does not absolve the employee from also obtaining the following years required 36 hours of professional development. Failure to obtain required professional development or to make up missed professional development could lead to disciplinary consequences, up to termination or nonrenewal of the contract of employment.

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

Flexible PD hours (flex hours) are those hours that an employee is allowed to substitute PD activities, different from those offered by the Cooperative but are still aligned to the employee's PGP. The Cooperative administration has the authority to require attendance at specific professional development activities. Employees must receive advance approval from their supervisor for activities they wish to have qualified for flex professional development hours.

To the fullest extent possible, professional development activities are to be scheduled and attended such that teachers do not miss their regular teaching assignments. Six (6) approved flex hours credited toward fulfilling the licensed employee's required hours shall equal one (1) contract day. Hours earned that count toward the required thirty-six (36) also count toward the required number of contract days for that employee. Hours of PD earned by an employee that are not at the request of the Cooperative and are in excess of the employee's required hours, or not pre-approved by the employee's supervisor, shall not be credited toward fulfilling the required number of contract days for that employee. Teachers and administrators, who, for any reason, miss part or all of any scheduled professional development activity they were required to attend, must make up the required hours in comparable activities, which are to be pre-approved by their supervisor.

To receive credit for his/her PD activity, each employee is responsible for obtaining and submitting documents of attendance, or completion for each PD activity he/she attends. Documentation is to be submitted to the Director or designee. The Cooperative shall

maintain all documents submitted by its employees that reflect completion of PD programs, whether such programs were provided by the Cooperative or an outside organization.

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

1. Beginning in the 2013-14 school-year and every fourth year thereafter, all Cooperative personnel shall receive two (2) hours of PD training related to child maltreatment required under A.C.A. § 6-61-133(d)(e)(2).
2. Beginning in the school year 2014-15 and every fourth year thereafter, teachers shall receive two (2) hours of professional development designed to enhance their understanding of effective parental involvement strategies.
3. Beginning in school-year 2014-15 and every fourth year thereafter, administrators shall receive two (2) hours of professional development designed to enhance their understanding of effective parent and family engagement strategies and the importance of administrative leadership in setting expectations and creating a climate conducive to parent and family participation.
4. Beginning in the 2016-17 school-year and every fourth year thereafter, teachers who provide instruction in Arkansas history shall receive at least two (2) hours of professional development in Arkansas history as part of the teacher's thirty-six (36) hours annual requirement.
5. Beginning with the 2018-2019 school year, the cooperative shall provide professional development to teachers licensed:
 - At the elementary level for kindergarten through grade six (K-6), in special education for kindergarten through grade twelve (K-12), or reading specialists for kindergarten through grade twelve (K-12) for one (1) of the prescribed pathways to obtaining a proficiency credential in knowledge and practices in scientific reading instruction; and
 - In an area other than elementary level for kindergarten through grade six (K-6), in special education for kindergarten through grade twelve (K-12), or reading specialists for kindergarten through grade twelve (K-12) for one (1) of the prescribed pathways to obtaining an awareness credential in knowledge and practices in scientific reading instruction.

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

6. Beginning in the 2019-2020 school year, the Cooperative shall provide annual training instruction based on the science of reading.
7. Beginning in the 2023-24 school-year and every fourth year thereafter, All licensed

personnel shall receive two (2) hours of training related to bullying prevention and recognition of the relationship between incidents of bullying and the risk of suicide.

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

9. By the beginning of the 2024-25 school year and every fourth year thereafter, a school counselor shall receive Youth Mental Health First Aid training to learn the risk factors and warning signs of mental health issues in adolescents; the importance of early intervention; and how to help an adolescent who is in crisis or expecting a mental health challenge. Anticipated rescuers shall receive training in cardiopulmonary resuscitation and the use of automated external defibrillators as required by DESE Rule. Such training shall count toward the required annual hours of professional development.

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

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

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

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

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

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

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

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

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

Approved professional development activities may include conferences, workshops, institutes, individual learning, mentoring, peer coaching, study groups, National Board for Professional Teaching Standards Certification, distance learning, internships, and approved college/university course work. Professional development activities shall relate to the following areas: content (K-12); instructional strategies; assessment; advocacy/leadership; systemic change process; standards, frameworks, and curriculum alignment; supervision; mentoring/coaching; educational technology; principles of learning/developmental stages; cognitive research; parent and family engagement; building a collaborative learning community; and student health and wellness; and The Code of Ethics for Arkansas Educators.

Legal References: Arkansas State Board of Education: Standards of Accreditation 15.04, DESE Rules Governing Professional Development, DESE Rules Governing the Arkansas Financial Accounting and Reporting System and Annual Training Requirements, A. C.A. § 6-10-122, 123, A.C.A. § 6-15-404(f) (2), A.C.A. § 6-15-1004(c), A.C.A. § 6-15-1703, A.C.A. § 6-16-1203, A.C.A. § 6-17-703, A.C.A. § 6-17-704, A.C.A. § 6-17-708, A.C.A. § 6-17-709, A.C.A. § 6-17-2806, A.C.A. § 6-17-2808, A.C.A. § 6-18-2304, A.C.A. § 6-18-2308, A.C.A. § 6-18-2309, A.C.A. § 6-20-2204, A.C.A. § 6-20-2303 (16), A.C.A. § 6-61-133

Date Adopted: May 28, 2008

Last Revised: July 28th, 2022



Outside Employment

An employee of Arch Ford ESC may not be employed in any other capacity during regular working hours. An employee may not accept employment outside of his cooperative employment that will interfere, or otherwise be incompatible with the employment, including normal duties outside the regular workday; nor shall an employee accept other employment that is inappropriate for an employee of a public agency.

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

Any employee of Arch Ford that engages in activities for pay, with the Director's approval, during regular working hours must use a day of vacation time or a personal business day.

Employees cannot use sick days to work in another position outside the co-op.

The Director may require from any full-time employee a written description of other employment, duties, job description, hours, and number of days involved.

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. 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.

Legal Reference: A.C.A. § 6-24-106, 107, 111

Adopted: May 25, 2017

Revised: July 28, 2022

Overtime & Complying with FLSA

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

Definitions

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

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

A. Primary job duties are considered to be exempt eligible due to being administrative or professional in nature. Examples include teachers, counselors, registered nurses, and supervisors; and

B. Salary meets or exceeds a minimum weekly/annual amount.

Any employee who is unsure of their coverage (exempt or non-exempt) status should consult with the Director or HR Coordinator.

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

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

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

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

Employment Relationships

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

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

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

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

Hours Worked

Employees shall be compensated for all the time they are required to be on duty and shall be paid for all hours worked each workweek. Employees shall accurately record the hours they work each week. Arch Ford ESC shall determine the manner to be used by employees to accurately record the hours they work. Each employee shall record the exact time they commence and cease work including meal breaks. Employees arriving early may socialize with fellow workers who are off the clock, but shall not commence working without first recording their starting time. Employees shall sign in/clock in where they start work and sign out/clock out at the site where they cease working.

Breaks and Meals

Classified employees that do not work directly with students and work more than twenty (20) hours per week shall be provided two (2), paid, fifteen (15) minute duty free breaks per workday. Meal periods which are less than thirty (30) minutes in length or in which the employee is not relieved of duty are compensable.

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

Overtime

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

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

An employee whose employment is terminated with Arch Ford ESC, whether by Arch Ford 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.

- a. The average regular rate received by the employee during the last 3 years of employment or,
- b. The final regular rate received by the employee.

Overtime Authorization

There will be instances where the Education Cooperative's needs necessitate an employee work overtime. 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 AFESC policy. In extreme and repeated cases, disciplinary action could include

the termination of the employee.

Record Keeping and Postings

Arch Ford shall keep and maintain records as required by the FLSA for the period of time required by the act. Arch Ford shall display minimum wage posters where employees can readily observe them.

Cooperation with Enforcement Officials

All records relating to the FLSA shall be available for inspection by, and Education Cooperative employees shall cooperate fully with, officials from the Department of Labor (DOL) and/or its authorized representatives in the performance of their jobs relating to:

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

Except for teachers and other staff whose primary job duties require the employee to have a valid teaching license, in order for an employee to be an exempt employee under this policy, the Wage and Hour Division of the DOL requires the employee to receive a minimum amount of gross income on a weekly or annual basis. Currently, an employee must receive a minimum of six hundred eighty-four dollars (\$684) a week or \$35,568 annually to be exempt.

Legal References: 29 USC § 206(a), ACA § 6-17-2203, 29 USC § 207(a) (1), 29 CFR § 778.100, 29 USC § 207, 29 CFR § 553.50, 29 USC § 213, 29 CFR §§ 541 et seq., 29 CFR § 778.218(a), 29 USC § 207, 29 CFR § 778.108, 29 CFR § 778.105, : 29 CFR §§ 785.9, 785.16, 29 CFR § 516.2(7) 29 CFR §§ 785.1 et seq., ACA § 6-17-2205 and 2207, 29 CFR §§ 785.19, 29 USC § 207(a), 29 CFR § 778.100, 29 USC § 207, 29 CFR §§ 553.20 – 553.32, 29 CFR § 778.106, : 29 USC § 207 (2), 29 CFR § 778.115, 29 USC § 207(2) (A), 29 CFR § 553.23, 29 CFR § 553.20, 29 USC § 207(o) (4), 29 CFR § 553.27, 29 USC § 211(c), 29 CFR §§ 516.2, 516.3, 553.50, 29 CFR § 516.4, 29 CFR §§ 516.5, 516.6, 29 USC § 211(a) (b)

Date Adopted: May 28, 2015

Last Revised: July 28, 2022

Flex Time-Exempt Employees

The provisions of the Fair Labor Standards Act (FLSA) established a test to determine overtime exemption applied to all positions within Arch Ford ESC. Positions that meet the exempt test standard are classified as exempt employees.

The normal work week is Monday through Friday. Job requirements may make it necessary for individuals to attend events within their assigned duties. These events may occur outside the scope of the normal work week. A supervisor may choose to grant flex time off to exempt employees who are required to work in excess of 40 hours per week for a special project, on a weekend or any other normally scheduled time off.

Any flex time earned must be used within three months. Flex time may not be taken until it is earned. Flex time will be granted on an hour-for hour basis. Flex time will not accrue from year to year.

There is no legal requirement or obligation of Arch Ford to grant flex time off to exempt employees. Flex time must be pre approved and submitted prior to taking. In order to take flex time off an online leave form must be submitted and approved prior to the date requested.

If the office in Plumerville closes early or for unexpected reasons and you are still required to stay at your site and complete your assignment, you will not be granted compensatory time

off.

Date Adopted: May 28, 2015

Last Revised: July 28, 2022

Payroll Checks

Arch Ford ESC employees will be paid on or before the 15th of each month. If the 15th falls on a holiday or weekend employees will be paid the last business day prior. Upon hire your first paycheck will be a paper check, so direct deposit accounts can pre-note the first month.

Personnel employed by Arch Ford Education Service Cooperative will receive their annual salary in twelve equal payments. The first payroll check for 240 day employees will be July 15th. The first payroll check for all other contract length employees will be August 15th.

Upon retirement, termination or resignation, your final payroll check will be a paper check (direct deposit will be stopped) and will be held until all property of Arch Ford is returned and any and all fees are paid in full.

Direct Deposit

We encourage direct deposit of your paycheck to your bank account(s). You can choose to have your check deposited in more than one account (maximum of 2). For example, you may elect to have some money put into checking(1) as well as a savings(2) account.

Please submit a voided check or routing number/account number to the Human Resource Coordinator to initiate direct deposit. It may take one or two pay periods before the transaction can be completed. In the meantime, you will receive a paper check.

Direct deposit changes may be made **once** per fiscal year (July 1-June 30) without incurring any fees. If additional direct deposit changes are needed fees will be incurred at your expense.

It is your responsibility to notify payroll before you change the financial institutions where your payroll checks are being deposited. It takes a week or more to retrieve a check that has been sent via ACH. Failure to do so may result in delay of your paycheck.

Date Adopted: June 9, 2015

Last Revised: July 28, 2022

Employee Benefits

HEALTH CARE COVERAGE AND THE AFFORDABLE CARE ACT

Definitions

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

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

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

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

Health Insurance Enrollment

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

Co-op Contribution to Premiums/Portability

The State of Arkansas provides blanket health insurance coverage for all eligible Cooperative employees who choose to participate. The state makes a monthly contribution for members in an amount that is determined by a governing committee at the state level. In accordance with the Public School Employee (PSE) Summertime Portability Rules, the Co-op shall continue to pay the premium contribution for an employee who transfers to another Arkansas school district or education service co-op that also participates in the PSE Summertime Portability through August 31 of the calendar year the employee leaves the district so long as the employee meets the following:

1. Completes his/her contract with the Co-op;
2. Provides the Human Resource office with notice that the employee is transferring to another district/co-op no later than June 5th;
3. Provides the Co-op with proof of employment at another Arkansas district/co-op; and
4. Has the employee portion of the premium payroll deducted from from his/her final paycheck

Legal References: A.C.A. § 6-17-1117, A.C.A. § 21-5-401 et seq., 26 C.F.R. § 54.4980h-0 et seq., 26 C.F.R. § 31.6001-1, 26 C.F.R. § 301.6056-1

Date adopted: June 9, 2015

Last Revised: July 22, 2022

Cafeteria Plan

A cafeteria plan is a separate written plan maintained by an employer for employees that meets the specific requirements of and regulations of section 125 of the Internal Revenue Code. It provides participants an opportunity to receive certain benefits on a pretax basis. Participants in a cafeteria plan must be permitted to choose among at least one taxable benefit (such as cash) and one qualified benefit.

A qualified benefit is a benefit that does not defer compensation and is excludable from an employee's gross income under a specific provision of the Code, without being subject to the

principles of constructive receipt.

Qualified benefits include the following:

- Accident and health benefits (but not Archer medical savings accounts or long-term care insurance)
- Adoption assistance
- Dependent care assistance
- Group-term life insurance coverage
- Health savings accounts, including distributions to pay long-term care services

The written plan must specifically describe all benefits and establish rules for eligibility and elections. Employees are required to meet yearly, even if declining benefits with the Section 125 provider. New hires may have two (2) meetings in their initial year of employment.

Legal Reference: IRS, FAQs for government entities regarding Cafeteria Plans

Tax Deferred Annuity 403(b):

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

Reporting Absences & Leave

All leave is reported through the online leave form found at www.archford.org. Employees are to use their work assigned email address when submitting leave forms. Emergency situations that prevent prior notification should be reported as soon as the employee returns to work or if extended leave is necessary, is able to contact the Human Resource office. The HR Coordinator or a designee shall keep an official record of each employee's leave.

Failure to report leave through the online leave form system per the guidelines of this policy could result in documented disciplinary action up to and including termination and/or deducting the proportional amount of pay from the next payroll. The HR Coordinator may submit leave requests, on the employees behalf, only after consulting with the supervisor and only after the employee has failed to do so per the guidelines of this policy.

Leave is available the first contract day the employee begins work each fiscal year. If the employee leaves during the contract year, regardless of reason, the employee will only be granted a prorated amount of days for each leave the employee is eligible.

Any days used in excess of earned vacation time, sick time and personal time will be docked from employees pay at their daily rate of pay per day missed in excess. FMLA protects your job, not your days. Days submitted incorrectly can and will result in pay docking. It is the employees responsibility to keep up with their days off and to complete the online leave form properly using their work provided email address.

Sick Leave

Employees under board approved contract shall be allowed the following amount of sick leave per fiscal based on contract days:

240 day contract	12 sick days/fiscal year
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220 day contract	11 sick days/fiscal year
210/205/200 day contract	10 sick days/fiscal year
190 or 185 day contract	9 sick days/fiscal year

In order for sick leave to be claimed, the employee must notify his or her immediate supervisor of the necessity of being absent each day sick leave is being claimed. If the sick leave is pre-planned, which may include but is not limited to doctor's appointment and /or surgical procedures, the employee must notify his or her immediate supervisor prior to the date of absence.

For all absences in excess of accumulated sick leave, the proportional amount of pay will be deducted from the next payroll. This amount will be equal to the daily rate of pay of per employee who has exceeded accumulated sick leave. For extended absences in excess of accumulated sick leave days will be docked per a monthly schedule established by the Business Manager and HR Coordinator. All excess days must be deducted prior to the employee's contract end date.

A written statement from the employee's health care provider is required when sick leave absence exceeds **3 continuous days** OR documentation regarding your sick leave absence is requested by supervisor, HR Coordinator, or Director. Failure to provide such documentation of illness may result in sick leave not being paid.

Each employee may carry over from one fiscal year to the next a maximum of one hundred-twenty (120) sick leave days. Any excess over 120 days can be donated to the Catastrophic Sick Leave Bank or lost. Employees may transfer to Arch Ford Co-op, upon board approval of employment, up to ninety (90) sick days from another school district in Arkansas, Education Co-op in Arkansas or the Arkansas Department of Education. Transfer of sick days from other organizations will be at the discretion of the Director.

Upon retirement, any full time employee that has been employed full-time by Arch Ford Co-op for the duration of ten (10) continuous years or **more** shall have their accumulated unused sick leave, up to one hundred twenty (120) days, reimbursed by the Co-op at the rate of twenty-five (25%) percent of the daily rate of pay of said employee. Notification from the employee requesting unused sick leave reimbursement must be submitted to the Human Resource office prior to May 1st of the fiscal year in which the employee is expecting reimbursement in order for payment to be received.

Date Adopted: July 1, 2008
Last Revised: July 28, 2022

Personal Leave

Personal leave may be used for personal business or family matters which require absence during office hours. Personal leave must be taken in increments of whole days or half days only. Personal leave is not cumulative. All full time employees contracted to work 190 days or more will receive 2 personal days per year.

For all absences in excess of accumulated personal leave, the proportional amount of pay will be deducted from the next payroll. This amount will be equal to the daily rate of pay of

per employee who has exceeded accumulated personal leave. All excess days must be deducted prior to the employee's contract end date.

Date Adopted: October 30, 2006

Last Revised: July 28, 2022

Vacation Leave

Any 240 day per year contract employee shall accrue vacation leave at the following rate:

0-9 years experience	10 vacation days/year
10-19 years experience	13 vacation days/ year
20+ years experience	18 vacation days per/ year

A newly employed, 240-day contract employee, may be credited with years of experience relative to this annual leave policy if the prior experience occurred in an accredited public school(s) or ESC. Documentation for this purpose must be provided to the HR Coordinator within 60 days of hire date.

Vacation leave is cumulative; however, each employee may only carry over from one fiscal year to the next a maximum of forty (40) days. Any excess over 40 days will be lost if not used as of June 30 each year. An employee may request to use vacation leave at any time; however, the employee's immediate supervisor may deny the leave request if it is requested at such a time that interferes with the efficient operation of said department. In order for vacation time to be claimed, the employee must complete an online leave form prior to taking leave, except in extreme circumstances.

Upon retirement, resignation or termination due to reduction in force, an employee that has been employed full-time by Arch Ford Education Service Cooperative for the duration of five (5) continuous years or **more** shall have up to ten (10) days of accumulated unused vacation leave, reimbursed by the co-op at the employee's daily rate of pay.

Date Adopted: July 1, 2008

Last Revised: May 28, 2020

Educational Activity Leave

All full-time, active employees are eligible for benefits under this policy. Employees meeting those requirements shall be entitled to eight total hours of children's educational leave, regardless of the number of children, during any-one (1) fiscal year (July 1st-June 30th) for the purpose of attending or assisting with the educational activities of a child.

"Child" means a person enrolled in an educational program for prekindergarten through grade twelve (preK-12) who is of the following relation to an Arch Ford ESC employee:

1. Natural child; Adopted child; Stepchild; Foster child; Grandchild; Ward of the state employee by virtue of the state employee's having been appointed the person's legal guardian or custodian; or
2. Any other legal capacity in which the employee is acting as a parent for the child.

"Child" includes a person who meets the above criteria of this section but is over eighteen (18) years of age and:

1. Has a developmental disability as defined in § 20-48-101; or

2. Is declared legally incompetent;

Educational activity means any school-sponsored activity and includes without limitation:

- (i) Attending a parent-teacher conference;
- (ii) Participating in school-sponsored tutoring of the child;
- (iii) Participating in a volunteer program sponsored by the school in which the child is enrolled;
- (iv) Attending a field trip with the child;
- (v) Attending a school-sponsored program or ceremony in which the child is participating;
- (vi) Attending a graduation or homecoming ceremony in which the child is participating;
- (vii) Attending an awards or scholarship presentation in which the child is participating;
- (viii) Attending a parents' or grandparents' breakfast in which the child is participating;
- (ix) Attending a classroom party in which the child is participating;
- (x) Attending a school committee meeting of the school in which the child is enrolled;
- (xi) Attending an academic competition in which the child is participating;
- (xii) Attending an athletic, music, or theater program in which the child is enrolled; and
- (xiii) Engaging in any of the activities listed in subdivisions (a)(2)(B)(i)-(xii) of this section that are connected with a prekindergarten program;

(3) "Prekindergarten" means an educational and child development program that is designed to prepare children who are at least three (3) years of age for an academic kindergarten program;

Specific Provisions

- Children's Educational Activity leave that is unused may not be carried over to the next year or compensated for at time of termination, resignation or retirement.
- Full time employees of Arch Ford Education Service Cooperative wishing to take this leave must complete an online leave request form, and select "Educational Activity Leave".

Legal Reference: A.C.A. § 21-4-216 (allows state employees to have leave for participation in children's educational activities. This law applies to state employees. There is currently no law requiring educational cooperatives to grant leave to participate in children's educational activities. The Cooperative Board may grant by policy additional leave as desired)

Date Adopted: May 28, 2015

Last Revised:

Bereavement Leave

All full-time, active employees are eligible for benefits under this policy. The Bereavement Leave Policy establishes uniform guidelines for providing paid time off to employees for absences related to the death of a family member, friend, or fellow employees/retirees.

Employees are allowed a maximum of 5 days per fiscal year for bereavement absences.

Bereavement leave is not deducted from sick leave, personal leave or vacation. Bereavement leave is not accrued. Employee's direct supervisor must be notified, and the online leave form must be submitted in a timely fashion and approved by the supervisor in order for a bereavement day to be claimed. Employees may be required to provide documentation with regard to their bereavement leave.

Date Adopted: March 28, 2015

Last Revised: July 28th, 2022

Military Leave

Arch Ford ESC grants leaves of absence to employees for various reasons related to military obligations. An approved leave of absence for military obligations may be defined as official permission granted by Arch Ford ESC to an eligible Co-op employee to cease active Co-op employment for a specific period of time to fulfill an official military obligation. Such leave of absence for military obligations may be paid or unpaid, as determined by Arkansas statutes.

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

Legal Reference: Arkansas Code Annotated §21-4-212, Arkansas Act 956 of 1991

Date Adopted: October 30, 2006

Last Revised: July 28, 2022

Jury Leave/Work Subpoenaed

Any Arch Ford ESC employee who is summoned to serve on jury duty or subpoenaed for Co-op/school related matters shall not be subject to discharge from employment, loss of sick leave, loss of vacation time, or any other form of penalty as a result of his or her absence from employment due to jury duty, upon giving reasonable notice to his or her employer of the summons. Original summons documentation must be submitted when completing your online leave form for jury duty.

Legal Reference: A.C.A. § 16-31-106

Date Adopted: October 30, 2006

Last Revised:

Maternity Leave

Staff members may use accumulated sick leave, vacation leave, and/or personal leave for maternity/adoption leave, with pay. Any unpaid maternity/adoption leave will be counted toward the twelve weeks leave available under the Family Medical Leave Act of 1993. Prior to maternity leave you should email the HR Coordinator details of your extended leave in order for an FMLA determination to be made.

For all absences in excess of accumulated sick leave, the proportional amount of pay will be deducted from the next payroll. This amount will be equal to the daily rate of pay of per employee who has exceeded accumulated sick leave. For extended absences in excess of accumulated sick leave, days will be docked per a monthly schedule established by the HR Coordinator. All excess days must be deducted prior to the employee's contract end date.

Date Adopted: March 28, 2015

Last Revised:

FMLA (Family Medical Leave Act)

The Family and Medical Leave Act (FMLA) leave offers job protection for what might otherwise be considered excessive absences. Employees need to carefully comply with this

policy to ensure they do not lose FMLA protection due to inaction or failure to provide the Cooperative with needed information.

The FMLA provides up to 12 workweeks (or in some cases 26 weeks for covered service members) of job-protected leave to eligible employees with absences that qualify under the FMLA. While an employee can request FMLA leave and has a duty to inform the Cooperative as provided in this policy of foreseeable absences that may qualify for FMLA leave, it is the Cooperative's ultimate responsibility to identify qualifying absences as FMLA or non-FMLA. FMLA leave is unpaid, except to the extent that paid leave applies to any given absence as governed by the FMLA and this policy.

SECTION ONE – FMLA LEAVE GENERALLY

Definitions:

"Eligible Employee" is an employee who has

1. Been employed by the Cooperative for at least twelve (12) months, which are not required to be consecutive; and
2. Performed at least 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave.

"FMLA" is the Family and Medical Leave Act

"Health Care Provider" means:

1. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices;
2. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to 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;
3. 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;
4. 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
5. Any other person determined by the U.S. Secretary of Labor to be capable of providing health care services.

"Instructional Employee" is an employee whose principal function is to teach and instruct students in a class, a small group, or an individual setting and includes athletic coaches, driving instructors, preschool teachers, and special education assistants such as signers for the hearing impaired. The term does not include, and the special rules related to the taking of leave near the end of a semester do not apply to: teacher assistants or aides who do not have as their principal job actual teaching or instructing, administrators, counselors, librarians, psychologists, and curriculum specialists.

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

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

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

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

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

“Year” the twelve (12) month period of eligibility shall begin on July 1st of each school year.

Policy

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

Leave Eligibility

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

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

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

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

Provisions Applicable to both Sections One and Two: Cooperative Notice to Employees

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

Designation Notice to Employee

When an employee requests FMLA leave or the Cooperative determines that an employee’s absence may be covered under the FMLA, the Cooperative shall provide written notice within five (5) business days (absent extenuating circumstances) to the employee of the Cooperative’s determination of his/her eligibility for FMLA leave. If the employee is eligible, the Cooperative

may request additional information from the employee and/or certification from a healthcare provider to help make the applicability determination. After receiving sufficient information as requested, the Cooperative shall provide a written notice within five (5) business days (absent extenuating circumstances) to the employee of whether the leave qualifies as FMLA leave and will be so designated.

If the circumstances for the leave don't change, the Cooperative is only required to notify the employee once of the determination regarding the designation of FMLA leave within any applicable twelve (12) month period. Employees who receive notification that the leave request does not qualify under the FMLA are expected to return to work; further absences that are not otherwise excused could lead to discipline for excessive absences, or termination for job abandonment.

Concurrent Leave Under the FMLA

All FMLA leave is unpaid unless substituted by applicable accrued leave. The Cooperative requires employees to substitute any applicable accrued leave (in the order of sick, personal, vacation, flex time 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.

No employee on FMLA leave for his or her own serious medical condition may perform work at another, non-Cooperative job while on FMLA leave. Employees who perform work at another, non-Cooperative job while on FMLA leave for their own serious medical condition will be subject to discipline, which could include termination or nonrenewal of their contract of employment.

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

Health Insurance Coverage (FMLA)

The Cooperative shall maintain coverage under any group health plan for the duration of FMLA leave the employee takes at the level and under the conditions coverage would have been provided if the employee had continued in active employment with the Cooperative.

Additionally, if the Cooperative makes a change to its health insurance benefits or plans that apply to other employees, the employee on FMLA leave must be afforded the opportunity to access additional benefits and/or the same responsibility for changes to premiums. Any changes made to a group health plan that apply to other Cooperative employees, must also apply to an employee on FMLA leave. The Cooperative will notify the employee on FMLA leave of any opportunities to change plans or benefits. The employee remains responsible for any portion of premium payments customarily paid by the employee. When on unpaid FMLA leave, it is the employee's responsibility to submit his/her portion of the cost of the group health plan coverage to the Cooperative's business office on or before it would be made by payroll deduction.

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

employee by paying his/her share. Such recovery shall be made by offsetting the employee's debt through payroll deductions or by other means against any monies owed the employee by the Cooperative.

An employee who chooses to not continue group health plan coverage while on FMLA leave, is entitled to be reinstated on the same terms as prior to taking the leave, including family or dependent coverage, without any qualifying period, physical examination, exclusion of pre-existing conditions, etc. If an employee gives unequivocal notice of intent not to return to work, or if the employment relationship would have terminated if the employee had not taken FMLA leave, the Cooperative's obligation to maintain health benefits ceases.

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

1. 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
2. Other circumstances exist beyond the employee's control.

Circumstances under "1" listed above shall be certified by a licensed, practicing health care provider verifying the employee's inability to return to work.

Reporting Requirements During Leave

Unless circumstances exist beyond the employee's control, the employee shall inform the Cooperative every two (2) weeks during FMLA leave of his/her current status and intent to return to work.

Return to Previous Position

An employee returning from FMLA leave is entitled to be returned to the same position the employee held when the leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An equivalent position must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, and authority. Specifically, upon returning from FMLA leave, a teacher may be assigned to another position that is not necessarily the same as the teacher's former job assignment. The employee may not be restored to a position requiring additional licensure or certification.

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

Leave Acquired Through Fraud

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

Provisions Applicable to Section One: Employee Notice to Cooperative

Foreseeable Leave:

When the need for leave is foreseeable for reasons 1 through 4 listed above, the employee shall provide the Cooperative with at least thirty (30) days' notice, before the date the leave is

to begin, of the employee's intention to take leave for the specified reason. An eligible employee who has no reasonable excuse for his/her failure to provide the Cooperative with timely advance notice of the need for FMLA leave may have his/her FMLA coverage of such leave delayed until thirty (30) days after the date the employee provides notice.

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

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

If the need for FMLA leave is foreseeable less than thirty (30) days in advance, the employee shall notify the Cooperative as soon as practicable. If the employee fails to notify as soon as practicable, the Cooperative may delay granting FMLA leave for the number of days equal to the difference between the number of days in advance that the employee should have provided notice and when the employee actually gave notice.

Unforeseeable Leave:

When the approximate timing of the need for leave is not foreseeable, an employee shall provide the Cooperative notice of the need for leave as soon as practicable given the facts and circumstances of the particular case.

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

Medical Certification

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

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

The original certification is for a period greater than thirty (30) days. In this situation, the Cooperative may require a recertification after the time of the original certification expires, but in any case, the Cooperative may require a recertification every six (6) months.

1. The employee requests an extension of leave;
2. Circumstances described by the previous certification have changed significantly;

and/or

3. The Cooperative receives information that casts doubt upon the continuing validity of the certification.

The employee must provide the recertification within fifteen (15) calendar days after the Cooperative's request. No second or third opinion on recertification may be required. The Cooperative may deny FMLA leave if an eligible employee fails to provide a requested certification.

Substitution of Paid Leave

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

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

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

Return to Work

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

Failure to Return to Work:

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

Intermittent or Reduced Schedule Leave

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

Eligible employees may only take intermittent or reduced schedule leave for reasons 1 and 2 listed above if the Cooperative agrees to permit such leave upon the request of the employee. If

the Cooperative agrees to permit an employee to take intermittent or reduced schedule leave for such reasons, the agreement shall be consistent with this policy's requirements governing intermittent or reduced schedule leave. The employee may be transferred temporarily during the period of scheduled intermittent or reduced leave to an alternative position that the employee is qualified for and that better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties.

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

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

The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

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

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

If the employee chooses to transfer to an alternative position, the alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

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

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

amount of FMLA leave the instructional employee has used.

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

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

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

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

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

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

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

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

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

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

***SECTION TWO - FMLA LEAVE CONNECTED TO MILITARY SERVICE**

Leave Eligibility

The FMLA provision of military associated leave is in two categories. Each one has some of its own definitions and stipulations. Therefore, they are dealt with separately in this Section of the policy.

Definitions different than those in Section One are included under the respective reason for leave. Definitions that are the same as in Section One are NOT repeated in this Section.

QUALIFYING EXIGENCY

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

Definitions:

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

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

Certification

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

Employee Notice to Cooperative

Foreseeable Leave:

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

Unforeseeable Leave:

When the approximate timing of the need for leave is not foreseeable, an employee shall provide the Cooperative notice of the need for leave as soon as practicable given the facts and circumstances of the particular case. Ordinarily, the employee shall notify the Cooperative within two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible.

Notice may be provided in person, by telephone, fax, email, or other electronic means. If the eligible employee fails to notify the Cooperative as required unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.

Substitution of Paid Leave

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

Intermittent or Reduced Schedule Leave

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

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

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

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

end of the semester.

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

SERIOUS ILLNESS

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

Definitions:

"Covered Service Member" is:

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

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

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

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

"Serious Injury or Illness":

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

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

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

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of twenty-six (26) weeks of leave during one twelve (12) -

month period to care for the service member who has a serious injury or illness as defined in this policy.

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

If a legally married couple are both eligible employees employed by the Cooperative, the legally married couple are entitled to a combined total of twenty-six (26) weeks of leave during one twelve (12) month period to care for their spouse, son, daughter, parent, or next of kin who is a covered service member with a serious injury or illness, as defined in this policy. The leave taken by a legally married couple who care for such a covered service member continues to be limited to a total of twelve (12) weeks of FMLA leave for reasons 1 through 4 in Section One and for any qualifying exigency during a year, as defined in this policy, regardless of whether or not the legally married couple uses less than a combined total of fourteen (14) weeks to care for a covered service member with a serious injury or illness; moreover, the legally married couple's twelve (12) weeks are combined when taken for reasons 1, 2, or to care for a parent under reason 3 in Section One.

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

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

Medical Certification

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

Employee Notice to Cooperative: Foreseeable Leave

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

If the need for FMLA leave is foreseeable less than thirty (30) days in advance, the employee shall notify the Cooperative as soon as practicable. If the employee fails to notify as soon as practicable, the Cooperative may delay granting FMLA leave for an amount of time equal to the

difference between the length of time that the employee should have provided notice and when the employee actually gave notice.

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

Unforeseeable Leave:

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

Substitution of Paid Leave

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

Intermittent or Reduced Schedule Leave

To the extent practicable, employees requesting intermittent or reduced schedule leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury shall provide the Cooperative with at least thirty (30) days' notice, before the date the leave is to begin, of the employee's intention to take leave.

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

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

If an eligible employee who meets the definition of an instructional employee requests

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

1. Take medical leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or
2. 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 to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury, may not be transferred to an alternative position during the period of the employee's intermittent or reduced leave schedule if, based on the foreseeable planned medical treatment, the employee would be on leave for twenty percent (20%) or less of the total number of working days over the period the leave would extend.

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

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

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

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

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

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

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

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

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

If the eligible, instructional employee begins leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury during the period that

commences three (3) weeks prior to the end of the semester and the duration of the leave is greater than five (5) working days, the Cooperative may require the employee to continue to take leave until the end of the semester.

Determining whether an absence qualifies as FMLA leave is a 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 Cooperative has the right and the duty to ask for enough information concerning an employee's absence to make a determination. The employee has the responsibility and duty to respond to questions asked in an effort for the Cooperative to make the initial determination. Any issue of medical certification to be provided by the employee is secondary to that of informal questioning to determine whether the absence does in fact, fall under the FMLA umbrella. The Cooperative must fulfill its responsibility for the posting of employee FMLA notice requirements to make those requirements enforceable. This is done through posting the notices and by the employee's receipt of this policy in the employee handbook.

The Arch Ford Cooperative, for the purpose of FMLA, uses a fixed 12 month leave year beginning July 1st and ending June 30th.

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

Date Adopted: October 30, 2006

Last Revised: July 28, 2022

Catastrophic Sick Leave Bank

The purpose of the Catastrophic Sick Leave Bank is to help contributing employees in need of additional sick days after their accumulated sick days, personal days, and annual leave days have been exhausted. The Bank is to be used to help members experiencing catastrophic illnesses and disabilities to the member or member's immediate family. All requests to use the bank will be subject to approval by the PPC Committee and final approval from the Director..

Abuse of this policy will not be tolerated. This is to help those in need, not to supplement excessive and abusive use of sick days.

Definition

A Catastrophic Sick Leave Bank (CSLB) is established for the purpose of permitting employees, upon approval, to obtain sick leave in excess of accumulated and current sick leave, vacation leave, and personal leave, when the employee has exhausted all such leave. Only those employees who contribute to the CSLB, during a given contract year, shall be eligible to withdraw from the CSLB.

Membership

Members will be the full-time, employed staff of Arch Ford ESC. **New employees must work one year to be eligible for membership.** Each individual will have the right either to be a member of the CSLB or to decline membership. **Employees entitled to sick leave in the system may become members by donating one day of their sick leave during an open enrollment period between July 1 and July 31 each year.** The membership fee of one donated day must be deposited in writing on the Catastrophic Sick Leave Bank Donation Form (see Appendices).

Membership in the CSLB is considered continuous unless at any time, the total of available days in the Bank falls to less than one-hundred fifty (150) days, the HR Coordinator will ask members

to renew their membership and donate another day to the Bank. If, at the time of the open enrollment, the number of days in the Bank exceeds one-hundred fifty (150) days, current members will receive automatic membership for the upcoming school year; new members will still be required to donate one day of their sick leave.

Members of the CSLB shall be eligible to request a withdrawal from the Bank under the following conditions:

1. The Member has exhausted all accumulated and current sick leave, vacation leave, comp time and personal leave.
2. The Member is not receiving Workers' Compensation or Social Security Disability. Any Member who has purchased personal disability insurance is still eligible to make a request for withdrawal from the Bank.
3. The Committee, as a general guideline, may only approve a request for withdrawal from the CSLB for catastrophic personal or family illness, disability or accidents which cause the Member to be absent for a continuous or intermittent period of time. In this context, family shall be defined as the following: spouse, children, parents, or any other relative living in the same household.

Withdrawals

Applications for CSLB Grants must be submitted in writing on Form 15-2 to the HR Coordinator. The form must be completely filled out prior to being presented to the PPC. The PPC may also request a Physician's Certification (Form 15-3) to verify the need for sick leave if requested. These forms are available online and through the Human Resources Office. The Committee will be notified of the request via email. If requested by two (2) or more committee members a meeting to review the request, sick leave records and supporting documentation will be called, otherwise members will notify the HR Coordinator of their decision through email.

The AFSC Personnel Policy Committee (PPC) will be charged with the review of requests for days from the CSLB. The Committee will then make a recommendation to the Director regarding the request and the decision of the Director will be final.

Membership forms will be retained in the Human Resources Office for six years. The Human Resource Office will maintain the CSLB membership data.

1. A member may not request more than twenty (20) days from the Bank during the current fiscal year.*
2. Member may make one request per annual contract period (fiscal year)
3. The Committee shall have the authority to grant, reduce, or deny any request. However, the Committee may grant no request, and any granted request may be withdrawn, if the Member accepts retirement, becomes eligible for Social Security Disability, or returns to work.
4. Days used from the Bank are grants and do not require repayment.
5. Days granted may only be used for the Catastrophic illness or injury approved in the original request.
6. Any unused CSLB days an employee has left at the end of the fiscal year will be moved back to the CSLB, the employee will not retain those days.
7. Elective surgery, cosmetic surgery & pregnancy are excluded from the CSLB**
8. The Bank will not cover days taken off by the employee to stay home without medical reasons and documentation by the doctor.

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

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

Date Adopted: October 30, 2006

Last Revised: July 28, 2022

Job Abandonment

It is the responsibility of each Arch Ford ESC employee to notify his/her supervisor prior to the beginning of the work day for absence from work due to illness or emergency. Failure to give proper notification (no call, no show) may be considered insubordination and may result in a warning placed in the employee's personnel file. Three such incidents may result in immediate termination for job abandonment. Each day of absence, whether successive or separate, is considered one incident. If an Arch Ford ESC employee is terminated for job abandonment, any sick and/or vacation payout may be forfeited.

Date Adopted: May 23, 2019

Workers Compensation

The district provides Workers' Compensation Insurance, as required by law. Employees who sustain any injury at work must immediately notify their immediate supervisor, or in the absence of their immediate supervisor notify the HR Coordinator.

While many injuries will require no medical treatment or time lost at work, should the need for treatment arise later, it is important that there be a record that the injury occurred. All employees have a duty to provide information and make statements as requested for the purposes of the claim assessment and investigation.

If you suffer a work-related injury, please:

1. Notify your direct supervisor immediately
2. Report your injury within 24 hours to ASBA at 1-855-769-7900, Monday-Friday 7am-4:30pm or 24/7 at www.arsba.org/home/wcform1/.
3. For injuries requiring medical attention, the HR Coordinator will designate the initial treating physician and an injured employee will be directed to seek medical attention, if necessary, from a specific physician or clinic.
4. Employees whose injuries require medical attention shall submit to a drug test, which shall be paid at the Co-op's workers compensation carrier's expense. A positive test result could deem the injured employee ineligible for worker's compensation under Arkansas Workers Compensation Rule 36. Under this law, a refusal to submit to a drug screen is considered the same as a positive test result and carries similar consequences.
5. Fill out Form N and scan to lindsay.davis@archford.org;
6. Once these steps are complete you have fulfilled the reporting requirements

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

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

Employees who are absent from work in the Cooperative due to a Workers' Compensation claim may not work at a non-Cooperative job until they have returned to full duties at their same or equivalent Cooperative job; those who violate this prohibition may be subject to

discipline up to and including termination.

Workers' Compensation absence may run concurrently with FMLA leave when the injury is one that meets the criteria for a serious health condition. To the extent that Workers' Compensation benefits and FMLA leave run concurrently, the employee will be charged for any paid leave accrued by the employee at the rate necessary to bring the total amount of combined income up to 100% of usual contracted daily rate of pay.

If the health care provider treating the employee for the Workers' Compensation injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent job, the employee may decline the 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.

To the extent an employee has accrued sick leave and a Workers' Compensation claim has been filed, an employee:

1. Will be charged for a day's sick leave for the all days missed until such time as the Workers' Compensation claim has been approved or denied;
2. Whose Workers' Compensation claim is accepted by the Workers' Compensation insurance carrier as compensable and who is absent for eight or more days shall be charged sick leave at the rate necessary, when combined with Workers' Compensation benefits, to bring the total amount of combined income up to 100% of the employee's usual contracted daily rate of pay;
3. Whose Workers' Compensation claim is accepted by the Workers' Compensation insurance carrier as compensable and is absent for 14 or more days will be credited back that portion of sick leave for the first seven (7) days of absence that is not necessary to have brought the total amount of combined income up to 100% of the employee's usual contracted gross pay.

The personnel of AFESC do not participate in eligibility determination. All claims will be reviewed by an independent claims agency approved by Workers' Compensation to determine eligibility. Under AWCC Law, the injured employee will be responsible for any expenses incurred PRIOR to the injury being reported to their supervisor. Simply reporting the claim does not guarantee an eligible claim.

There is an appeal process for those claims that are denied. In case of denial, a denial notification will be sent to the employee, and to the appeal process outlined on this notification. In accordance with the Arch Ford ESC Drug Free workplace policy, all employees receiving medical treatment for a work related injury or illness could be subject to a post-accident drug screen.

Legal References: Ark. Workers Compensation Commission RULE 099.33

A.C.A. § 11-9-102

A.C.A. § 11-9-508(d)(5)(A)

A.C.A. § 11-9-514(a)(3)(A)(i)

Date Adopted: October 30, 2006

Last Revised: July 28th, 2022

Evaluation

Employees are expected to perform their work in an efficient and effective manner and to be

aware of the expectations of the public concerning the co-op and co-op employees. The Board is vested with the general administration and supervision of the Cooperative. Actual supervision, administration and maintenance of the Cooperative are delegated to the Director as the executive officer of the Board.

1. The Board of Directors shall evaluate and appraise the performance of the Director by having one (1) evaluation conference and report the results in writing. The Director shall have an opportunity to review the evaluation and respond to it in writing.
2. The Director or designee shall evaluate and appraise the performance of all staff members. The staff member shall have the opportunity to review the written report.

The purpose of the evaluation is:

- a. To provide the employee and director with an opportunity to discuss the employee's job performance, recognizing strengths and weaknesses for the purpose of improvement.
- b. To serve as a guideline for contract renewal, non-renewal and salary increases.

Legal Reference: A.C.A. § 6-17-1504

Date Adopted: October 30, 2006

Last Revised:

Contract Renewal

Staff members are appointed by the Governing Board on recommendation by the Director. Appointments are made on an annual basis. The appointment of the staff is evidenced by written contracts which are binding on both employer and employee. All personnel contracts drawn between the cooperative and an employee shall state that "...compensation is dependent upon receipt of funding..." from the appropriate granting source. The names of the certified and non-certified staff shall be presented for consideration to the Governing Board at a regular meeting each year.

An employee shall have thirty (30) days from the date of the receipt of his contract for the following school year in which to return the contract, signed, to the Human Resource office. The date of receipt of the contract shall be presumed to be the date of a cover memo, which will be attached to the contract. Failure of an employee to return the signed contract to the office of the Director within thirty (30) days of the receipt of the contract shall operate as a resignation by the employee. No further action on the part of the employee, the Director, or the Board of Directors shall be required in order to make the employee's resignation final.

If at any time an employee can not fulfill additional or required duties of their contract, which may include a stipend, an index or additional duty pay, due to an extended leave of absence due to FMLA, Workers Compensation, or any other reason for extended leave the stipend, index and or additional duty pay will be stopped, until the employee can return to work and fulfill those duties. This includes extended leave that is paid by the cooperative through accumulated sick, vacation and/or personal time, which the employee will use voluntarily or the Human Resource Coordinator will submit the leave on behalf of the employee.

Legal Reference: ACA §6-17-1506

Date Adopted: July 1, 2008

Last Revised: July 28, 2022

Salary Schedules

State law requires each co-op to include its employee salary schedule in its written personnel policies unless the co-op recognizes an employees' union in its policies for, among other things, the negotiation of salaries. For the purposes of the salary schedule, an employee will have worked a "year" if he/she works at least 160 days.

Arkansas Professional Educator Preparation (ArPEP) Program

Each employee newly hired by the co-op to teach under the Arkansas Professional Educator Preparation (ArPEP) Program shall initially be placed on the salary schedule in the category of a bachelor's degree with no experience, unless the ArPEP program employee has previous teaching experience which requires a different placement on the schedule. Upon receiving his/her initial or standard teaching license, the employee shall be moved to the position on the salary schedule that corresponds to the level of education degree earned by the employee which is relevant to the employee's position. Current employees moving from Classified to Certified will receive credit for half their Classified years of service at Arch Ford ESC when determining placement on the Certified salary schedule. Employee's degrees which are not relevant to the ArPEP program's position shall not apply when determining his/her placement on the salary schedule. A teacher with a non-traditional provisional license shall be eligible for step increases with each successive year of employment, just as would a teacher possessing a traditional teaching license.

Licensed employee, seeking additional area or areas of licensure

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

Licensed employee who earns a higher degree A licensed employee who completes all of the requirements and receives a higher education degree will be rewarded with a salary increase (per salary schedule) only at the beginning of a new fiscal year in July. (No increase will be given in the middle of a school year.)

For all salary changes, certified or classified, the employee that has earned the additional, relevant degree, and said to warrant a salary change are responsible for reporting and supplying a transcript and/or diploma to the Human Resource office by June 30th of the current fiscal year in order to receive an increase in the next fiscal year beginning July 1st. All degrees must be obtained from a regionally accredited agency recognized by the U.S. Department of Education and/or The Council for Higher Accreditation. If accreditation status is in question, the Co-op Director will have final say.

Legal References: A.C.A. § 6-17-201, 202, 2403, A.C.A. § 6-20-2305(f) (4)

DESE Rules Governing Cooperative Requirements for Personnel Policies, Salary Schedules, Minimum Salaries, and Documents Posted to Cooperative Websites

Date Adopted: May 25, 2017

Last Revised: July 28, 2022

VIRTUAL ARKANSAS CORE CAMPUS-190 day-Certified		
Board Approved 4/28/2022		
\$500 Step Increment, 25+ years add \$1500.00		
YEARS EXP	BA/BS	MA/MS
0	\$39,057	\$42,437
1	\$39,657	\$43,037
2	\$40,257	\$43,637
3	\$40,857	\$44,237
4	\$41,457	\$44,837
5	\$42,057	\$45,437
6	\$42,657	\$46,037
7	\$43,257	\$46,637
8	\$43,857	\$47,237
9	\$44,457	\$47,837
10	\$45,057	\$48,437
11	\$45,657	\$49,037
12	\$46,257	\$49,637
13	\$46,857	\$50,237
14	\$47,457	\$50,837
15	\$48,057	\$51,437
16	\$48,657	\$52,037
17	\$49,257	\$52,637
18	\$49,857	\$53,237
19	\$50,457	\$53,837
20	\$51,057	\$54,437
21	\$51,657	\$55,037
22	\$52,257	\$55,637
23	\$52,857	\$56,237
24	\$53,457	\$56,837
25	\$54,057	\$57,437

Early Childhood-190 day Salary Schedule

Board Approved 4/28/2022

\$500 Step Increment

YEARS EXP	BA/BS	MA/MS
0	\$39,056	\$44,290
1	\$39,556	\$44,790
2	\$40,056	\$45,290
3	\$40,556	\$45,790
4	\$41,056	\$46,290
5	\$41,556	\$46,790
6	\$42,056	\$47,290
7	\$42,556	\$47,790
8	\$43,056	\$48,290
9	\$43,556	\$48,790
10	\$44,056	\$49,290
11	\$44,556	\$49,790
12	\$45,056	\$50,290
13	\$45,556	\$50,790
14	\$46,056	\$51,290
15	\$46,556	\$51,790
16	\$47,056	\$52,290
17	\$47,556	\$52,790
18	\$48,056	\$53,290
19	\$48,556	\$53,790
20	\$49,056	\$54,290
21	\$49,556	\$54,790
22	\$50,056	\$55,290
23	\$50,556	\$55,790
24	\$51,056	\$56,290
25	\$51,556	\$56,790
26	\$52,056	\$57,290
27	\$52,556	\$57,790
28	\$53,056	\$58,290
29	\$53,556	\$58,790
30	\$54,056	\$59,290

Early Childhood-205 day Behavior Specialist		
Board Approved 4/28/2022		
\$500 Step Increment		
YEAR EXP	MSE	PhD
0	\$55,442.00	\$68,133.00
1	\$55,942.00	\$68,633.00
2	\$56,442.00	\$69,133.00
3	\$56,942.00	\$69,633.00
4	\$57,442.00	\$70,133.00
5	\$57,942.00	\$70,633.00
6	\$58,442.00	\$71,133.00
7	\$58,942.00	\$71,633.00
8	\$59,442.00	\$72,133.00
9	\$59,942.00	\$72,633.00
10	\$60,442.00	\$73,133.00
11	\$60,942.00	\$73,633.00
12	\$61,442.00	\$74,133.00
13	\$61,942.00	\$74,633.00
14	\$62,442.00	\$75,133.00
15	\$62,942.00	\$75,633.00
16	\$63,442.00	\$76,133.00
17	\$63,942.00	\$76,633.00
18	\$64,442.00	\$77,133.00
19	\$64,942.00	\$77,633.00
20	\$65,442.00	\$78,133.00

AE/HUB-190 DAY CERTIFIED SALARY SCHEDULE			
Board Approved 4/28/2022			
\$500 Step Increment, 26+ years add \$1,500			
Steps	BA/BS	MA/MS	
0	\$39,057.00	\$42,436.00	
1	\$39,657.00	\$43,036.00	
2	\$40,257.00	\$43,636.00	
3	\$40,857.00	\$44,236.00	
4	\$41,457.00	\$44,836.00	
5	\$42,057.00	\$45,436.00	
6	\$42,657.00	\$46,036.00	
7	\$43,257.00	\$46,636.00	
8	\$43,857.00	\$47,236.00	
9	\$44,457.00	\$47,836.00	
10	\$45,057.00	\$48,436.00	
11	\$45,657.00	\$49,036.00	
12	\$46,257.00	\$49,636.00	
13	\$46,857.00	\$50,236.00	
14	\$47,457.00	\$50,836.00	
15	\$48,057.00	\$51,436.00	
16	\$48,657.00	\$52,036.00	
17	\$49,257.00	\$52,636.00	
18	\$49,857.00	\$53,236.00	
19	\$50,457.00	\$53,836.00	
20	\$51,057.00	\$54,436.00	
21	\$51,657.00	\$55,036.00	
22	\$52,257.00	\$55,636.00	
23	\$52,857.00	\$56,236.00	
24	\$53,457.00	\$56,836.00	
25	\$54,057.00	\$57,436.00	

Category	Days	Index
JAG Instruction	200	0.075
Dept. Lead	-	0.075
Prog. Technology Lead, Dist. Director	-	0.2
Cert. Campus Supv AE or HUB	200	0.25
Cert. Admin Campus Supv AE or HUB/JAG	200	0.3
Regional Director	240	0.3
Special Program Supervisor	225	0.4

AE/HUB-190 DAY CLASSIFIED SALARY SCHEDULE

BOARD APPROVED 4/28/2022

\$500 Step Increment, 26+ years add \$1,500

Steps	Level A	Level B	Level C	Level D
0	\$22,000.00	\$27,000.00	\$32,000.00	\$37,000.00
1	\$22,500.00	\$27,500.00	\$32,500.00	\$37,500.00
2	\$23,000.00	\$28,000.00	\$33,000.00	\$38,000.00
3	\$23,500.00	\$28,500.00	\$33,500.00	\$38,500.00
4	\$24,000.00	\$29,000.00	\$34,000.00	\$39,000.00
5	\$24,500.00	\$29,500.00	\$34,500.00	\$39,500.00
6	\$25,000.00	\$30,000.00	\$35,000.00	\$40,000.00
7	\$25,500.00	\$30,500.00	\$35,500.00	\$40,500.00
8	\$26,000.00	\$31,000.00	\$36,000.00	\$41,000.00
9	\$26,500.00	\$31,500.00	\$36,500.00	\$41,500.00
10	\$27,000.00	\$32,000.00	\$37,000.00	\$42,000.00
11	\$27,500.00	\$32,500.00	\$37,500.00	\$42,500.00
12	\$28,000.00	\$33,000.00	\$38,000.00	\$43,000.00
13	\$28,500.00	\$33,500.00	\$38,500.00	\$43,500.00
14	\$29,000.00	\$34,000.00	\$39,000.00	\$44,000.00
15	\$29,500.00	\$34,500.00	\$39,500.00	\$44,500.00
16	\$30,000.00	\$35,000.00	\$40,000.00	\$45,000.00
17	\$30,500.00	\$35,500.00	\$40,500.00	\$45,500.00
18	\$31,000.00	\$36,000.00	\$41,000.00	\$46,000.00
19	\$31,500.00	\$36,500.00	\$41,500.00	\$46,500.00
20	\$32,000.00	\$37,000.00	\$42,000.00	\$47,000.00
21	\$32,500.00	\$37,500.00	\$42,500.00	\$47,500.00
22	\$33,000.00	\$38,000.00	\$43,000.00	\$48,000.00
23	\$33,500.00	\$38,500.00	\$43,500.00	\$48,500.00
24	\$34,000.00	\$39,000.00	\$44,000.00	\$49,000.00
25	\$34,500.00	\$39,500.00	\$44,500.00	\$49,500.00

Level	Job		
A	Instructional Assistant		
B	Instructional Interventionist		
C	Behavioral Interventionist, Campus Lead (0.10), Classroom Instructor		
D	Campus Supervisor (0.20 -200 day)/Specific Experience		
	Multi Campus Lead	200	0.15
	Behavior Interventionist, Technology, Nurse (LPN)	-	0.1
	Nurse (RN/BSN)	-	0.12
	PBL Coordinator	-	0.075
	Asst. to Special Program Supv/Asst. to Dir.	-	0.3
	Program Lead Behavioral Specialist	-	0.4

AE/HUB-240 DAY ADMIN SALARY SCHEDULE	
BOARD APPROVED 4/28/2022	
<u>Director, Assistant Director</u>	
Base \$85,000	
Bachelors	0.025
Master's	0.05
Specialists'	0.1
<u>Index (from base)</u>	
Director	0.28
Assistant Director	0.17
<u>Administrative Assistant</u>	
Base \$55,000	
Bachelors	0.025
Master's	0.05
Specialists'	0.1
<u>Index (from base)</u>	0.12
YEARS OF EXPERIENCE	
Beginning July 1, 2022	Index calculated from Base
0	0
1	0.015
2	0.03
3	0.045
4	0.06
5	0.075
6	0.09
7	0.105

Retirement

Any employee who wishes to retire needs to submit a written statement, addressed to the Governing Board, advising their desire to retire and submit this statement to the Human Resource office no later than April 1st of the current year.

Date Adopted: May 28, 2015

Resignation

A minimum two-week's notice is asked on all resignation requests.

1. Certified personnel presenting a resignation in writing prior to July 1st will normally be released from contract. Resignations submitted after July 1st will be recommended to the Board for acceptance only if a suitable replacement is available and the employee's supervisor as well as Co-op Director are in agreement with the resignation and/or the Board determines there is a justifiable reason for accepting the resignation.
2. Non-certified personnel will be released from the contract upon completing a two-week's notice of resignation.

A written statement addressed to the Governing Board, expressing your desire to resign, shall be submitted to the Human Resource Coordinator and will be addressed at the next scheduled Board Meeting after the written resignation is received.

Date Adopted: October 30, 2006

Last Revised: July 28, 2022

Reduction In Force (RIF)

CERTIFIED PERSONNEL REDUCTION IN FORCE

The Cooperative Board acknowledges its authority to conduct a reduction in force (RIF) when such a reduction is 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 Director.

In effecting a reduction in force, the primary goal shall be what is in the best interests of the employees and the needs of the Cooperative. A reduction in force will be implemented when the Director determines it is advisable to do so and shall be effected through non-renewal, termination, or both. Any reduction in force will be conducted by evaluating the needs and long- and short-term goals of the Cooperative, and by examining the staffing of the Cooperative in each licensure area and/or, if applicable, specific positions.

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

If grant funding for a specific position is reduced or eliminated, the person holding that position is subject to termination or non-renewal regardless of the years of experience at the Cooperative or without applying any point system. If there are multiple positions in a grant program where funding is reduced or eliminated, the employee with the highest number of points as determined by the schedule contained in this policy, shall be retained. The licensed employee with the fewest points will be laid off first.

If a reduction in force becomes necessary in a non-grant licensure area or specific position(s), the RIF shall be conducted for each licensure area and/or specific position on the basis of each employee's points as determined by the schedule contained in this policy. The employee with the fewest points will be laid off first. In the event of a tie between two or more employees, the teacher(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 teacher to "bump" or displace any other teacher.

Points

- Years of service in the Cooperative—1 point per year (all licensed position years in the Co-op count including non-continuous years). Service in any position not requiring certification does not count toward years of service. Working fewer than 120 days in a year shall not constitute a year.
- Graduate degree in any area of licensure in which the licensed employee will be ranked (only the highest level of points apply)
 - 1 point— Master's degree
 - 2 points—Master's degree plus thirty additional hours
 - 3 points—Educational specialist degree
 - 4 points—Doctoral degree
- National Board of Professional Teaching Standards Certification—3 points
- Additional content areas of endorsement as identified by the state board—1 point per area
- Certification for teaching in a State Board identified shortage area—2 points
- Multiple areas and/or grade levels of licensure as identified by the state board—1 point per additional area or grade level as applicable

All points awarded must be verified by documents on file with the Cooperative by October 1 of the current Cooperative year. Each licensed employee's points shall be totaled with employees ranked by the total points from highest to lowest. All licensed staff shall receive a listing of licensed personnel with corresponding point totals. Upon receipt of the list, each licensed employee has ten (10) working days within which to appeal his or her assignment of points with the Director whose decision shall be final.

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

If a licensed employee is non-renewed under this policy, he or she shall be offered an opportunity to fill a vacancy for which he or she is qualified for a period of up to two (2) years. The non-renewed licensed employee shall be recalled for a period of two (2) years in reverse order of the layoff to any position for which he or she is qualified. Notice of vacancies shall be by licensed mail and email. The non-renewed licensed employees shall have 10 working days from the date that the notification is received in which to accept the offer of a position. A lack of response or a licensed employee's refusal of a position shall end the Cooperative's obligation to replace the laid-off employee.

Legal Reference: A.C.A. § 6-17-2407

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

Legal Reference: A.C.A. § 6-17-2407

Date Adopted: October 30, 2006

Last Revised: July 28, 2022

CLASSIFIED PERSONNEL REDUCTION IN FORCE

The Cooperative Board acknowledges its authority to conduct a reduction in force (RIF) when such a reduction is necessary or desirable. A RIF will be conducted when the need for a reduction in the workforce 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 Director. In effecting a reduction in force, the primary goal of the Cooperative shall be what is in the best interests of the Cooperative. A reduction in force will be implemented when the Director determines it is advisable to do so and shall be effected through non-renewal, termination, or both. Any Reduction in force will be conducted by evaluating the needs and long- and short-term goals of the Cooperative in relation to the staffing of the Cooperative.

If a reduction in force becomes necessary, the RIF shall be conducted separately for each occupational category of classified personnel identified within the Cooperative on the basis of each employee's points as determined by the schedule contained in this policy. The employee with the fewest points will be laid off first. In the event of a tie between two or more employees, 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 classified personnel to "bump" or displace any other classified personnel.

The exception for a RIF in the Cooperative's teaching staff specifically does not allow a licensed employee who might wish to assume a classified position to displace a classified employee.

Points

1 point—Years of service at Arch Ford ESC (all classified position years at Arch Ford count including non-continuous years). Working fewer than one hundred twenty (120) days in a school year shall not constitute a year.

Degree or license required for the present job assignment in which the employee will be ranked (only the highest level of points apply)

3 points — Bachelor degree, teacher licensure (current) or relevant licensure (current) or helpful as determined by the Director or designee (even if not required for the present job assignment)

2 points – Associate Degree

1 point — Child Development Associate License

All credited years of service must be verified by documents on file with the Cooperative by October 1 of the current fiscal year. All Classified employees shall receive a listing of the personnel within their category with corresponding point totals. Upon receipt of the list, each employee has ten (10) working days within which to appeal his or her assignment of points with the Director whose decision shall be final.

Total years of service to the Cooperative shall include non-continuous years of service; in other

words, an employee who left the Cooperative and returned later will have the total years of service counted, from all periods of employment. Working fewer than 120 days in a fiscal year shall not constitute a year. Length of service in a certified position shall not count for the purpose of length of service for a classified position. This specifically does not allow a licensed employee who might wish to assume a classified position to displace a classified employee.

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

If an employee is non-renewed under this policy, he or she shall be offered an opportunity to fill a vacancy for which he or she is qualified for a period of up to two (2) years. The non-renewed employee shall be recalled for a period of two (2) years in reverse order of the layoffs to any position for which he or she is qualified. Notice of vacancies of non-renewed employees shall be by licensed mail and email. They shall have 10 working days from the date that the notification is received in which to accept the offer of a position. A lack of response or a non-renewed employee's refusal of a position shall end the Cooperative's obligation to replace the laid-off employee.

Legal Reference: A.C.A. § 6-17-2407

Date Adopted: October 30, 2006

Revised: July 28, 2022

Non-Renewal/Termination

CERTIFIED PERSONNEL NON-RENEWAL/TERMINATION

Every effort shall be made to see that the certified employee is successful in his/her position. The annual contract of every person (except the Director and certified personnel on probationary status) employed under the annual contract by Arch Ford ESC shall be renewed, unless the procedure outlined in Act 936 of 1983 has been pursued. Termination or contract non-renewal of staff that are covered by Act 936 of 1983 "The Teacher Fair Dismissal Act of 1983" will be handled in accordance with this Act.

For procedures relating to the termination and non-renewal of Certified staff, please refer to the Arkansas Teacher Fair Dismissal Act(A.C.A. §§ 6-17-1501 et seq.) and the Teacher Excellence and Support System (A.C.A. §§ 6-17-2801 et seq.)The Acts specifically are not made a part of this policy by this reference. A copy of the statutes are available for review in the Human Resource office.

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

CLASSIFIED PERSONNEL NON-RENEWAL/TERMINATION

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

Legal reference: A.C.A. § 6-17-2301
 A.C.A. § 6-17-1701 through 1705

Date Adopted: October 30, 2006

Transfer

The Board may transfer any itinerant employee upon the recommendation of the Director when in the best interest of the cooperative to do so. Such transfers shall not be arbitrary, capricious, or discriminatory.

The Board may also grant a requested transfer if the employee so requesting possesses the required qualifications for the desired position and if a vacancy in such position exists. All requests for voluntary transfers shall be carefully considered and reviewed on a nondiscriminatory basis.

Employee Grievance

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 doing so, shall be assured freedom from restraint, interference, discrimination, and reprisal. At any point in the procedure, the complainant has the right to counsel.

Definitions

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

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

“Group Grievance” means a grievance that may be filed as a group if all of the following criteria are met and the group’s issue is a subject that may be grieved under this policy’s definition of grievance:

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

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

Grievance Procedures

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

Step 1: Within five days of the incident, the complainant must present the complaint in written form to the immediate supervisor. Complainants should use *Form C, Grievance Report*, in relation to Step 1. The supervisor will investigate and respond.

Step 2: The supervisor has one working week (five days) in which to investigate and respond in writing. Supervisor should complete the grievance response portion of the *Form C, Grievance Report*.

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). Complainant should attach a

copy of *Form C, Grievance Report*, used in step 1 to *Form D, Directors Response to Grievance*, complete the top portion, and submit it to the Director.

Step 4: Written response by the Director must be received within five days (one working week). Director will respond on *Form D, Directors 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. Appeal should consist of *Form E, Board of Directors' Appeal*, a copy of *Form C, Grievance Report*, and a copy of *Form D, Directors Response to Grievance*. Board meeting hearings will be conducted so as to accord due process of all parties involved in the complaint such as written notice of hearings, dates of specific charges, right to counsel, right to present written statements. The decision of the Board of Directors will be by a majority of the members at a public meeting.

Step 6: The Board of Directors will respond to the complainant in writing within thirty (30) calendar days on *Form E, Board of Directors' Appeal*

Records

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

Reprisals

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

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.

Date Adopted: October 30, 2006

Last Revised: July 28, 2022



Travel Expenses

Employees are expected to expend funds wisely and to use sound judgment regarding appropriate travel arrangements.

The requirements of this policy shall govern reimbursement for expenses related to travel and/or attendance at conferences and professional development activities incurred by Arch Ford Education Service Cooperative employees and/or members of the Board of Directors on behalf of the Cooperative.

1. No cash advances shall be made for travel.
2. Mileage, lodging, meal, and other associated expenses will not be reimbursed when incurred for the personal convenience of the employee and not required for the purpose of travel.
3. Reimbursement for travel shall be for the lesser of the cost between travel by air or by car with some consideration allowed for length of time of the method of travel. If the employee decides to travel by car, and the length of travel time can not be completed in one day, the cooperative will NOT pay for an overnight stay or the cost of meals during the travel days.
4. To the extent practicable, employees shall have the Cooperative pay initial conference and professional development registration fees and associated necessary materials. In the occasional circumstances where this is not practical, the Cooperative shall reimburse the employee for such fees if they were authorized in advance and are supported with proper receipts.
5. All travel and expense reimbursement requests must be submitted on proper Co-op

reimbursement forms by the 5th of each month. This includes but is not limited to: .

- Travel cover sheet
- Mileage log
- Monthly itinerary
- Receipts (original)
- GSA rate sheet (if applicable)
- All supporting documentation

6. Employees must use their legal names on the travel reimbursement forms.

Out of State Travel: The out of state travel form must be completed and signed by the Cooperative Director before travel plans can be made. The form must be turned in with the travel reimbursement documentation and or invoices to be paid for air fare, hotels, meals, ect. This form can be found at www.archford.org, AFESC staff resources, and then forms.

Mileage

Commuter miles for your regular work schedule will not be reimbursed. You cannot deduct the costs of taking a bus, trolley, subway, or taxi, or of driving a car between your home and your main or regular place of work. These costs are personal commuting expenses. You cannot deduct commuting expenses no matter how far your home is from your regular place of work. You cannot deduct commuting expenses even if you work during the commuting trip.

***Example.** You sometimes use your cell phone to make business calls while commuting to and from work. Sometimes business associates ride with you to and from work, and you have a business discussion in the car. These activities don't change the trip from personal to business. You can't deduct your commuting expenses.*

Mileage costs exceeding the normal daily commuting cost will be reimbursed at a rate to be determined annually by the Director. If the rate is changed all employees will be notified in writing by the Director.

Mileage will be paid according to mileage on www.googlemaps.com. (shortest route available)

Mileage will be paid from city to city; vicinity mileage will not be paid.

In order to be reimbursed for mileage:

1. Submit mileage reimbursement form. Reasons for travel must be in detail, accurate and completed.
2. Attach itinerary to mileage reimbursement form each time you turn in mileage.
3. Submit with proper documentation by the 5th of each month

Travel reimbursement will be paid from your official work location, Plumerville office or home (whichever route is shorter). Mileage will not be paid for travel to Arch For (Plumerville) or any other Arch Ford locations holding mandatory meetings/training unless prior approval is obtained from the Director.

Computer Science Specialists will be allowed to calculate mileage from official work location regardless of the shortest route.

Mileage Stipends

Certain departments are paid a monthly stipend for travel. This stipend will be listed on

the employee's yearly contract.

Early Childhood Mileage (Early Childhood Field employees only)

Mileage will be paid from your first stop; no mileage will be paid from home to your first stop, or from your last stop to home

Your office may be your first stop if you commute to your office each morning. Vicinity mileage will be paid

In order to be reimbursed for mileage:

1. Submit mileage reimbursement form. Reasons for travel must be in detail, accurate and completed.
2. Itinerary must be submitted with your mileage form
3. Submit with proper documentation by the 5th of each month

Meals

Meals may be reimbursed for travel which necessitates an overnight stay outside of the Arch Ford Co-op area. This necessity will be determined by the program director. The daily co-op reimbursement rate allowed can be found at www.gsa.gov for the location where you are traveling.

1. If a meal is included in the registration fee and you choose to go elsewhere for that meal, it will not be a reimbursable expense.
2. First day meal reimbursement will be for lunch and dinner only.
3. Last day meal reimbursement will be for breakfast and possibly lunch, depending on when the conference dismisses.
4. Arch Ford does not reimburse for incidentals.
5. Itemized receipts MUST accompany monthly reimbursement form in order for meal expenses to be paid. Credit card swipe receipts alone will not be accepted. For a receipt to be valid it should contain the name of the issuing company, the date, and the amount.
6. All receipts must list reasons for travel and/or reason for expense.
7. If sharing a "rented" house for an extended stay with a group, an itemized grocery store receipt of meals that do not go over the GSA meal allowance (per meal) will be reimbursable. This is only for the meals that are not covered by the conference, and only per employee. The receipt has to be from the area in which the conference is taking place.

Meal expenses incurred by the Cooperative Director as necessary, in the performance of their duties when meeting with state officials, school officials, or consultants may be reimbursed in line with mandates of this policy. Such expenses shall only be reimbursed when the expenditure is likely to result in a tangible benefit to the Cooperative. Otherwise, providing or purchasing meals for employees during the work day are disallowed and not reimbursable.

Lodging

1. Travel necessitating overnight lodging shall be reimbursed at the rate according to www.gsa.gov for the location where you are traveling. If attending a conference, it is recommended to stay at the conference hotel, the conference hotel list must be attached to hotel receipts when using the conference room rate. If staying at the conference hotel, even if more than the www.gsa.gov rate, you will be reimbursed as long as proper documentation is provided.
2. A purchase order must be submitted and approved prior to any overnight travel. This includes but is not limited to: hotel, airfare, rental car or other modes of transportation.

3. If a group of employees or professionals are attending a conference and it is within the GSA rate (per person) or less to share a rented house, this will be allowed.

Air Travel & Associated Expenses

1. Receipts for airport associated expenses are required for reimbursement.
2. Airline travel insurance is appropriate during the time of COVID and will be allowed. The Cooperative Director can change this policy at his discretion.
3. All airline flights shall be by coach/economy class. If the employee chooses to upgrade the Cooperative will not pay for this upgrade.
4. The Cooperative will only pay for 1 checked bag, if and only if the 1 bag is not free.
5. Upon arrival at their destination, employees are expected to take the least expensive option between a taxi, airport shuttle service or other available means of transportation (uber, lyft, ect.) to his/her hotel or meeting site. When circumstances dictate that a rental car is necessary and/or the most economical approach to the travel requirements, the least expensive car that will accomplish the job should be rented.
6. The Cooperative shall not reimburse for any kind of rental car supplemental insurance. A purchase order is required for flights, rental cars and associated expenses.

Legal Reference: US Dept. of Treasury (2021) IRS Publication 463, (Cat. No. 11081L)

Date Adopted: May 28, 2015

Last Revised: July 28, 2022

Travel Expenses Not Covered

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

1. Meal receipts that include alcoholic beverages (entire receipt will be denied)
2. Entertainment expenses – including sports or sporting events; pay per view, movie rentals or game expenses at motels;
3. Laundry and Cleaning Services and other similar personal expenses;
4. Replacement due to loss or theft;
5. Discretionary expenses for items such as clothing or gifts and flowers;
6. Medical expenses incurred while on route to or from or at the destination of the reason for the travel;
7. Optional or supplementary insurance obtained by the employee for the period covered during the travel; and
8. Only itemized restaurant receipts will be reimbursed for meals. No Grocery Store or Market receipts will be reimbursed.
9. Tips, other than those required by the source of the expense, e.g. a restaurant which adds a tip to the bill for all groups of six or more.
10. Snacks (coffee, bottled water, Ice cream, dessert later in the evening, vending machine items, etc..) are not reimbursable expenses
11. Uber, Lyft, Taxi or other “rented” travel for meals, shopping, sightseeing, ect., while attending conferences
12. Personal phone calls, entertainment expenses, alcoholic beverages, tips, internet service fees, room service and other personal related expenditures are not eligible for reimbursement.

Credit Cards

Only those employees specifically issued credit cards to be used in the performance of their jobs to purchase goods, services, or supplies on behalf of the Cooperative shall be allowed to use such cards.

1. American Express cards are to be used for travel purposes only unless prior approval is received from the Cooperative Director or the Cooperative Director signs off on the receipt. It is the responsibility of the employee assigned to the credit card to get the approval and or signature of the Cooperative Director. Such approval should be attached to the monthly expense report.
2. An expense report for American Express should be turned in by the 1st of each month; this report should include reasons for travel/expense, proper codes and signature.
3. Travel checks will not be issued until American Express expense report is properly received by the Business Office
4. Any purchase made without submitting a receipt will be considered undocumented or and will be charged to the employee as a personal expense.
5. Undocumented and/or unauthorized use of the credit card, which is determined by the annual audit, annual program audit and or monthly audit by accounts payable and/or business manager, will result in loss of privileges and could result in employee sanctions.
6. Any of the rules and regulations needed for control of credit card use may be implemented by the Director of Arch Ford ESC.

Drug Free Workplace

It is important that the staff have a safe, healthful, and professional environment in which to work. To help promote both interests, the Cooperative shall have a drug free workplace. It is, therefore, Arch Ford's policy that Cooperative employees are prohibited from the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances, illegal drugs, inhalants, as well as inappropriate or illegal use of prescription drugs. Such actions are prohibited both while at work or in the performance of official duties while off Cooperative property; violations of this policy will subject the employee to discipline, up to and including termination.

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

<p style="text-align: center;"><u>Substance Use Treatment Locator</u></p> <p>Millions of Americans have a substance use disorder. Help is available, treatment works and people recover every day. Find a state-licensed treatment facility near you.</p> <p style="text-align: center;"><u>findtreatment.gov</u></p>	<p style="text-align: center;"><u>National Suicide Prevention Lifeline</u></p> <p>24-hour, toll-free, confidential support for people in distress. Prevention and crisis resources for you or your loved ones.</p> <p style="text-align: center;">1-800-273-TALK (8255)</p> <p style="text-align: center;"><u>suicidepreventionlifeline.org</u></p>	<p style="text-align: center;"><u>Behavioral Health Treatment Services Locator</u></p> <p>A confidential and anonymous source of information for persons seeking treatment facilities in the United States or U.S. Territories for substance use/addiction and/or mental health problems.</p> <p style="text-align: center;">https://findtreatment.samhsa.gov</p>
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<p style="text-align: center;"><u>Veterans Crisis Line</u></p> <p>Reach caring, qualified responders with the Department of Veterans Affairs. Many of them are Veterans themselves.</p> <p style="text-align: center;">1-800-273-TALK (8255) Press 1</p> <p style="text-align: center;">Text: 838255</p> <p style="text-align: center;"><u>veteranscrisisline.net</u></p>	<p style="text-align: center;"><u>SAMHSA's National Helpline</u></p> <p>This Helpline provides 24-hour free and confidential treatment referral and information about mental and/or substance use disorders, prevention, and recovery in English and Spanish.</p> <p style="text-align: center;">1-800-662-HELP (4357)</p> <p style="text-align: center;">Text your zip code to: 435748 (HELP4U)</p> <p style="text-align: center;"><u>samhsa.gov/find-help/national-helpline</u></p>	<p style="text-align: center;"><u>Drug-Free Workplace</u></p> <p>Assists employers and union representatives with policy development, drug testing, employee assistance, employee education, supervisor training, and program implementation.</p> <p style="text-align: center;">1-800-WORKPLACE (967-5752)</p> <p style="text-align: center;"><u>samhsa.gov/workplace/about#dwp-helpline</u></p>
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Should any employee be found to have been under the influence of, or in illegal possession of, any illegal drug or controlled substance, whether or not engaged in any Cooperative or Cooperative-related activity, and the behavior of the employee, if under the influence, is such that it is inappropriate for a Cooperative employee in the opinion of the Director, the employee may be subject to discipline, up to and including termination. This policy also applies to those employees who are under the influence of alcohol while on the premises or at Cooperative-sponsored functions.

Possession, use or distribution of drug paraphernalia by any employee, whether or not engaged in Cooperative-related activities, may subject the employee to discipline, up to and including termination. Possession in one's vehicle or in an area subject to the employee's control will be considered to be possession as though the substance were on the employee's person. It shall not be necessary for an employee to test at a level demonstrating intoxication by any substance in order to be subject to the terms of this policy. Any physical manifestation of being under the influence of a substance may subject an employee to the terms of this policy. Those physical manifestations include, but are not limited to: unsteadiness; slurred speech; dilated or constricted pupils; incoherent and/or irrational speech; or the presence of an odor associated with a prohibited substance on one's breath or clothing.

Should an employee desire to provide the Cooperative with the results of a blood, breath or urine analysis, such results will be taken into account by the Cooperative only if the sample is provided within a time range that could provide meaningful results and only by a testing agency chosen or approved by the Cooperative. The Cooperative shall not request that the employee be tested, and the expense for such voluntary testing shall be borne by the employee.

Any employee who is charged with a violation of any state or federal law relating to the possession, use or distribution of illegal drugs, other controlled substances or alcohol, or of drug paraphernalia, must notify his immediate supervisor within five (5) week days (i.e., Monday through Friday, inclusive, excluding holidays) of being so charged. The supervisor who is notified of such a charge shall notify the Director immediately. If the supervisor is not available to the employee, the employee shall notify the Director within the five (5) day period.

Any employee so charged is subject to discipline, up to and including termination. However, the failure of an employee to notify his supervisor or the Director of having been so charged shall result in that employee being recommended for termination by the Director.

Any employee convicted of any criminal drug statute violation for an offense that occurred while

at work or in the performance of official duties while off Cooperative property shall report the conviction within 5 calendar days to the Director. Within 10 days of receiving such notification, whether from the employee or any other source, the Cooperative shall notify federal granting agencies from which it receives funds of the conviction. Compliance with these requirements and prohibitions is mandatory and is a condition of employment.

Any employee convicted of any state or federal law relating to the possession, use or distribution of illegal drugs, other controlled substances, or of drug paraphernalia, shall be recommended for termination.

Any employee who must take prescription medication at the direction of the employee's physician, and who is impaired by the prescription medication such that he cannot properly perform his duties shall not report for duty. Any employee who reports for duty and is so impaired, as determined by his supervisor, will be sent home. The employee shall be given sick leave, if owed any. The Cooperative or employee will provide transportation for the employee, and the employee may not leave campus while operating any vehicle. It is the responsibility of the employee to contact his physician in order to adjust the medication, if possible, so that the employee may return to his job unimpaired. Should the employee attempt to return to work while impaired by prescription medications, for which the employee has a prescription, he will, again, be sent home and given sick leave, if owed any. Should the employee attempt to return to work while impaired by prescription medication a third time the employee may be subject to discipline, up to and including a recommendation of termination.

Any employee who possesses, uses, distributes or is under the influence of a prescription medication obtained by a means other than his own current prescription shall be treated as though he was in possession, possession with intent to deliver, or under the influence, etc. of an illegal substance. An illegal drug or other substance is one which is (a) not legally obtainable; or (b) one which is legally obtainable, but which has been obtained illegally. The Cooperative may require an employee to provide proof from his physician and/or pharmacist that the employee is lawfully able to receive such medication. Failure to provide such proof, to the satisfaction of the Director, may result in discipline, up to and including a recommendation of termination.

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

Date Adopted: October 30, 2006

Last Revised: July 28, 2022

Incident Weather

Plumerville Office

Should weather conditions become so severe that the Cooperative could not open; the Cooperative employees will not be expected to report to work. If this situation exists, the Director or designee will notify employees by 7:00 a.m. when possible. Employees will be notified via text message (if employee subscribed), email and/or social media.

In the event of snow, ice or severe weather during the work day, employees should see the Director or designee. Off-site closings will be determined by the Director or the school district where your campus is located.

Date Adopted: October 30, 2006

Purchases & Procurement

Purchases shall be made in accordance with State laws and procurement procedures governing school purchases that are deemed to be in the best interest of the 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 Ten thousand dollars (\$10,000) when purchased with Federal funds; or the State bid purchase threshold for purchases for the District’s child nutrition programs when purchased with Federal funds.

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

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

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

Commodities

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

Purchases of commodities with a purchase price of more than \$23,100 require prior Board approval; however, if an emergency exists, the Director may waive this requirement.

The Co-op shall notify in writing all actual or prospective bidders, offers, or contractors who make a written request to the cooperative for notification of opportunities to bid.

The notification shall be made in sufficient time to allow actual or prospective bidders, offers, or contractors to submit a bid or other appropriate response. The Board shall accept bids submitted electronically by email or fax for any and all cooperative purchases, unless specified to be submitted by other means or methods, and except those bids which have been specified to have a designated date upon which the bids shall be opened. The Director shall be responsible for ensuring submitted bids, whether written, faxed, or emailed, are retained in accordance with policy.

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.

The Co-op will abide by the guidelines set forth in the Arkansas Student Protection Act.

All purchases of commodities with an estimated purchase price that equals or exceeds the micro-purchase threshold or the State bid purchase threshold shall be procured by soliciting bids. Specifications shall be devised for all commodities to be bid that are specific enough to ensure uniformity of the bid and yet not so restrictive that it would prevent competitive

bidding. The bid specifications shall not include the name or identity of any specific vendor. The Board reserves the right to reject all bids and to purchase the commodity by negotiating a contract. In such an instance, each responsible bidder who submitted a bid shall be notified and given a reasonable opportunity to negotiate.

Bids shall be awarded after careful examination of the details of the bid to determine the best overall value to the Co-op. In instances where the low bid was not accepted a statement of the reasons 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. The Co-op shall provide a preference to Arkansas residents whenever the Co-op is accepting bids to purchase materials and equipment as part of a construction project if:

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

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

The following commodities may be purchased with State funds without soliciting bids provided that the purchasing official determines in writing that it is not practicable to use other than the required or designated commodity or service, and a copy of the written determination is attached to the purchase order:

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

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

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

After solicitation of a number of sources, competition is determined inadequate.

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:

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

Prospective bidders, offerors, or contractors may appeal to the 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;

1. the reasons for the appeal;
2. that the recipient of the letter may respond to the protested issues identified in the appeal;
3. the date the decision on the appeal will be made and notification sent;
4. that if the appeal is upheld, the bidding process will start all over again;
5. 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 local school board.

All contracted improvement services, lease agreements, rental agreements, technology related agreements, wireless service agreements, and any other binding contracts Arch Ford is entering into shall be approved and signed by the Cooperative Director. Failure to comply with this could result in disciplinary action up to and including termination.

Legal References: A.C.A. § 6-18-2201 et seq.

A.C.A. § 6-21-301, 303, 304, 305, 306, 307

A.C.A. § 6-24-101 et seq.

A.C.A. § 19-11-259

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
DESE rules Governing the Student Protection Act
Date Adopted: July 28, 2022

Purchase Orders & Invoices

A Purchase order is required to purchase any item or service with the following exceptions: mileage, lease agreements, Arch Ford warehouse purchases, Arch Ford print shop purchases, registration for workshops at Arch Ford ESC, and meals on overnight trips. The person requesting to purchase or designated individual is responsible for completing the following steps:

1. The purchase order form must be filled out completely, including the person requesting purchase, items requested and an estimated price of purchase.
2. Purchase order must be approved (signed) by the Business Manager, prior to purchase being made. In the absence of the Business Manager purchase orders may be approved by the Human Resource Coordinator.
3. Approved purchase orders must be assigned a number prior to making your purchase.
4. Original purchase orders must be returned to the HR office once the order has been placed. Please keep a copy to attach to the invoice.
5. Supplies or materials purchased on personal credit cards also require a purchase order in order to be reimbursed. You must get a PO prior to purchasing or you will not be reimbursed.
6. Expenses incurred for parties, showers or anything of the like will not be reimbursed by Arch Ford ESC.

Invoices (incoming)

1. A copy of the signed, approved purchase order must be attached to the invoice
2. Invoice is to be properly signed and coded prior to being submitted for payment
3. Invoices must be mailed or scanned; faxed invoices will not be accepted for payment.

Invoices (outgoing)

1. When issuing invoices, obtain an invoice number from the Accounts Payable clerk. Exceptions to this are the Arch Ford Warehouse and Arch Ford Print Shop.
2. Provide the Accounts Payable clerk with a copy of invoice

Date Adopted: October 25, 2016

Last Revised:

Fiscal Year

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

Legal Reference: A.C.A. § 6-20-410

Date Adopted: July 28, 2022

Annual Operating Budget

The Director and the Business Office Staff 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 Board of Education and filed with the Division of Elementary and Secondary Education (DESE) no later than September 30 of each year.

The approved budget shall provide for expenditures that are within anticipated revenues and reserves. The Director shall present a statement on the general financial condition of the Co-op monthly to the Governing Board.

Date Adopted: July 28, 2022

Cooperative Audits

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

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

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

The Director shall present sufficient supporting/background information relating to the report's findings and recommendations which will enable the Board of Directors to direct the Director to take appropriate action in the form of a motion or motions relating to each finding and recommendation contained in the audit report. Actions to be taken will be in sufficient detail to enable the Board of Directors to monitor the Cooperative's progress in addressing substantial findings and recommendations and subsequently determine that they have been corrected.

The minutes of the Board's meeting shall document the review of the audit findings and recommendations along with any motions made by the Board or actions directed to be taken by the Director or designee.

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

A.C.A. § 6-13-620(6) (F)

Date Adopted: July 28, 2022

Computer/Internet Use Policy

Any technology device purchased with Arch Ford ESC funds may be subject to the Freedom of Information Act. Passwords or security procedures are to be used as assigned, and confidentiality of records relating to personnel is to be maintained at all times.

Employees must not disable or bypass security procedures, compromise, attempt to compromise, or defeat the district's technology network security, alter data without authorization, or disclose passwords to other staff members. It is the policy of this Cooperative to equip each computer with Internet filtering software designed to prevent users from accessing material that is harmful to minors.

The designated Cooperative Technology Administrator or designee may authorize the disabling of the filter to enable access by an adult for a bona fide research or other lawful purpose. Employees who misuse Cooperative-owned computers in any way, including excessive personal use, using computers for personal use during instructional time, using computers to violate any other policy, knowingly or negligently allowing unauthorized access, or using the computers to access or create sexually explicit or pornographic text or graphics, will face disciplinary action, up to and including termination or non-renewal of the employment contract.

Legal References: 20 USC 6801 et seq. (Children’s Internet Protection Act; PL 106-554)
A.C.A. § 6-21-107
A.C.A. § 6-21-111

Date Adopted: July 28th, 2022

Computer/Internet Use Agreement

Arch Ford ESC offers access to the Cooperative’s computer network for electronic mail and Internet to Cooperative employees. To gain access to e-mail and the Internet, all employees must agree and sign this form. The following policy for acceptable use of computers, networks, and system resources, including the Internet, shall apply to all Arch Ford ESC administrators, faculty, and staff as well as any state or educational employees housed at Arch Ford ESC or working offsite using Cooperative Computer and/or Network resources. All technology equipment shall be used under the supervision of the site administrator. Any user who violates any condition of this policy is subject to disciplinary action or administrative sanctions as specified in the Personnel Policy Handbook.

Computer and Password Protection

1. The individual in whose name a computer is issued will be responsible at all times for its proper use.
2. Users shall not let other persons use their name, logon, password, or files for any reason (except for authorized staff members).
3. Users shall not store or display their system resource passwords anywhere except on their person (e.g. wallet, purse) or in an otherwise secure location (e.g. locked cabinet or file drawer).
4. Users shall not try to discover another user's password by any method.
5. Users shall not erase, rename, or make unusable anyone else's computer files, programs, or disks.

Inappropriate usage

6. Users may not copy or distribute copyrighted materials such as software, audio, video, files, graphics, and text without the express written permission of the copyright owner and the permission of the site administrator.
7. Users may not download, upload, install, or otherwise use programs or software not directly related to their work prior to permission from the Arch Ford ESC Technology Coordinator. This includes, but is not limited to, executing “portable” applications located on mobile media or devices.
8. Users shall not use the system for illegal purposes, in support of illegal activities, or for any other activity prohibited by district policy and guidelines.
9. Users shall not write, produce, generate, copy, propagate, or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer's memory, file system, or software. Such software is often called a bug, virus, worm, Trojan, or other name.
10. Users shall not use system resources to purposefully distribute, create, or copy messages

or materials that are abusive, obscene, sexually oriented, threatening, harassing, or illegal.

11. Users shall not use system resources to purposefully access materials that are abusive, obscene, sexually oriented, threatening, harassing, or illegal. The State of Arkansas provides filtering mechanisms to help prevent accidental access to such materials; however, filters are not all-inclusive and will not block all inappropriate sites. In the event that accidental access to prohibited materials occurs, users are expected to immediately discontinue such access and report the incident to the supervising teacher or site administrator.

12. Arch Ford ESC does not support personal equipment or software. Users shall not install personal software on Arch Ford-owned computers (Home Network Connection Software is permitted).

13. Users shall not use system resources for the forgery or attempted forgery of e-mail messages. Attempts to read, delete, copy, or modify the email of other system users, deliberate interference with the ability of other users to send/receive email, or the use of another person's email account is prohibited.

14. Users with Arch Ford ESC/HUB/Virtual Arkansas e-mail access shall not waste Co-op resources through inappropriate use of the network including use of Arch Fords group e-mail distribution lists to send non-administrative or non-instructional messages to other users (e.g. chain letters, broadcast messages, and personal advertisements).

15. Limited personal use of the system shall be permitted if the use imposes no tangible cost on the district, does not unduly burden Arch Ford ESC's computer or network resources, and has no adverse effect on an employee's job performance.

16. Users who identify or know of a security problem on the system must notify a System Administrator or ESC Director immediately and must not demonstrate or verbalize the security problem to other users.

17. Users should be aware that the inappropriate use of electronic information resources could be a violation of local, state or federal laws. Violations can lead to prosecution.

Computer Security, Access, and Logins

21. Users shall not bypass or attempt to bypass the Cooperative's security measures through means such as, but not limited to, online proxies, bootable media, IP spoofing, etc.

22. Users shall not intentionally damage the system, damage information belonging to others, misuse system resources, or allow others to misuse system resources.

23. Users shall not alter or vandalize computers, networks, printers, or other associated equipment and system resources. Alteration or vandalism includes, but is not limited to, removal of parts, intentional destruction of equipment, attempting to degrade or disrupt system performance, or attempting to make system resources unusable.

24. Users shall not relocate or remove technology equipment (hardware or software) from its location without permission from the Arch Ford ESC Technology Department.

25. Users shall not use system resources to distribute or provide personal information or addresses that others may use inappropriately.

26. Users should be aware that email and all other files stored on Arch Ford ESC's network are the property of Arch Ford. Users should not send any messages or create any files that they would not want to be made public. Space restrictions will be implemented according to cooperative guidelines.

28. Student, staff and client information shall be safely guarded. Laptops will contain encrypted areas or will have full disk encryption. All student, staff, and client personal information shall be kept in the encrypted areas.

User Privacy

29. Users should not expect privacy in the contents of their personal files on the Cooperative's network or permissible personal computers used at the Cooperative; they must realize that any information stored electronically on Cooperative-owned equipment is subject to Arkansas'

Freedom of Information Act and any permissible personal computer is required by this agreement to be subject to the same regulations. The Cooperative reserves the right to monitor, inspect, copy, review and store at any time and without prior notice, any and all usage of the computer network and/or internet usage.

Consequence for Inappropriate Use:

- Suspension or limitation of access to the system
- Revocation of the computer system account
- Other disciplinary or legal action, in accordance with Arch Ford ESC policies and applicable laws, up to and including termination.

Date Adopted: 8/18/2011

Last Revised: July 28, 2022

Record Retention

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

Definitions

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

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

"Record" is defined for the purposes of this policy, as an item or items, whether electronic or material, that are created by, at the request of, or received by and purposefully retained by a board member, administrator, or employee in the ordinary course of Cooperative business. Examples include, but are not limited to: Any kind of correspondence; Calendars; Computer files and documents (which may include drafts); Telephone logs; Expense records; Audio or video recordings that are created for the purpose of monitoring the security of Cooperative property or the safety of Cooperative students, or open public meetings; Documentation related to transactions or contracts for:

- Services with Board members, administrators, employees, or members of their families covered under the statutorily defined ethical restrictions associated with a contract for services provided for the Cooperative involving a Board member, administrator, or employee who "directly or indirectly" benefits from the contract;
- An exemption granted by the AR Department of Elementary Secondary Education (DESE) from the statutorily defined ethical restrictions associated with a contract for employment or for services provided for the Cooperative that involves a Cooperative administrator, board member, or employee.

The Director shall be responsible for establishing a schedule for the routine destruction of Cooperative records that accommodates the needs of the Cooperative. The schedule shall specify the length of retention for any records not specifically delineated by this policy and be distributed to staff on a need-to-know basis according to their respective employment duties and responsibilities.

The schedule should accommodate the need for records to be stored as a blend of printed, bound and electronically recorded (e.g., audio tape, video tape, microfiche, computer disk) material. The Director or designee shall ensure the effective and efficient securing, cataloging, storing, and appropriate scheduled destruction of all records.

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

- a. Board Minutes-forever
- b. Personnel files – forever
- c. Student files – until the student receives a high school diploma or its equivalent, or is beyond the age of compulsory school attendance
- d. Student records of attendance/graduation – forever
- e. Financial Records – five (5) years
- f. Documentation, including letters of approval, related to transactions or contracts for services covered by this policy and Arkansas statutes for Board members or members of their families or for waivers granted to District employees - thirteen years
- g. Documentation relating to payments or reimbursements made by a vendor on behalf of a board member, administrator, or employee for travel, lodging, food, registration, entertainment, or other expenses– Three (3) years
- h. Employment applications, including applicant lists, applicant interview evaluations, documentation in response to requests for reasons for a failure to be interviewed and/or hired, and hiring determinations - five (5) years
- i. Expenditures made with federal grant monies – governed by the terms of each grant
- j. Video Surveillance Recordings – Until they are erased, which may be accomplished by either deletion or copying over with a new recording.
- k. Emails – retained in Google Vault indefinitely
- l. Documents filed with the IRS – four (4) years
- m. Statewide assessment security agreement – Three (3) years
- n. Accounts Payable/Accounts Receivable – Until authorized by the legislative auditor (as required by Arkansas Code Annotated: § 19-41108)
- o. Bank Statement – Until authorized by the legislative auditor (as required by Arkansas Code Annotated: § 19-41108)
- p. Invoices – Until authorized by the legislative auditor (as required by Arkansas Code Annotated: § 19-41108)
- q. Travel Expense Documents – Until authorized by the legislative auditor (as required by Arkansas Code Annotated: § 19-41108)

The Director or designee shall be responsible for determining when there is a need to interrupt the routine destruction of records. When the Director or designee makes the decision to cease the routine disposal of records, staff affected by the decision shall be promptly informed of the decision and of the nature of records that are to be retained. Such records shall be retained until the Director or designee has authorized their destruction. If an employee has doubt about the need to retain any record otherwise scheduled for destruction, he/she shall consult with the Director or designee prior to destroying such records.⁵

The records' storage system devised by the Director and designee(s) shall be organized in a manner that enables the efficient retrieval of data and documents. The Cooperative shall have adequate backup of critical data which is stored electronically.⁶ The system shall be communicated to employees in a manner that enables them to understand and follow the system's requirements.

In retaining and destroying records, no employee shall:

- Destroy, alter, mutilate, conceal, cover up, falsify, or make a false entry in any record that may be connected to a disciplinary matter or lawsuit or to a matter within the jurisdiction of a federal or state agency, in violation of federal or state law or regulations.
- Alter, destroy or conceal a document, or attempt to do so, with the intent to impair the document's availability for use in a disciplinary matter, lawsuit or an official proceeding or otherwise obstruct, influence or impede any lawsuit or official proceeding, in violation of federal or state law or regulations.
- Retaliate or discriminate against an employee who refuses to violate this policy or to coerce or threaten an employee to violate this policy.

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

Notes: ⁵ If there is any doubt concerning the need to retain, prudence would dictate retention.

⁶ While there is a need and/or a place for different formats of document storage/retention (paper, audio tape, video tape, microfiche, computer disk), the space required for records storage quickly tilts the equation in favor of electronic methods to the maximum extent possible. The vast majority of documents can be transferred electronically (if created electronically) or scanned into a digital format (if created on paper) and stored on external hard drives, firewalls, servers, tape drives, CDs or DVDs. While this method/process is not free, it can be relatively inexpensive and quite possibly save the Cooperative money in the long run when stored records are needed. Consult with your Cooperative's technology person to devise the system that will best meet your Cooperative's needs, but here are a few points to consider. 1) When scanning, store the documents as PDFs which use little memory space. If you do the scanning in an Optical Character Recognition (OCR) format, the final documents can be stored in a database and searched which can save you many hours and much frustration when you need to retrieve something (which is, after all, the reason for the storage). 2) Make multiple copies of the stored documents on separate external storage devices and store the duplicate devices at separate locations to ensure the survival of at least one copy if there is a fire or natural disaster that destroys one of the storage sites. This should be included as part of the Cooperative's Disaster Recovery Plan. 3) It is important to remember that technology gets old and obsolete. This necessitates that you establish a schedule or a trigger for the updating of the stored data/documents that are to be retained for more than 10 years. For example, 5" floppies are nearly extinct. If you had stored any such floppies, it would be necessary to convert them to a more modern storage device. In short, you need to include file format updates/upgrades as part of your Cooperative's technology plans.

Legal Reference: A.C.A. § 5-1-102, A.C.A. § 5-1-109(c)(2), (g), A.C.A. § 6-13-619, A.C.A. § 6-17-104, A.C.A. § 6-17-230, A.C.A. § 6-18-90, A.C.A. § 6-24-102(8)(15), A.C.A. § 6-24-105(d), A.C.A. § 6-24-106(c)(6), A.C.A. § 6-24-107(c), A.C.A. § 6-24-115, A.C.A. § 18-28-211, A.C.A. § 21-3-302, 303, A.C.A. § 25-19-106, A.C.A. § 27-23-207

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

DESE Rules Governing the Arkansas Educational Support and Accountability Act

26 C.F.R. § 31.6001-1, 34 C.F.R. § 99.2, 49 C.F.R. § 382.701, 49 C.F.R. § 382.703, Federal Rules of Civil Procedure Numbers 16, 26, 33, 34, 37, and 45

Date Adopted: May 25, 2017

Date Revised: July 28, 2022

FORMS

Each form can be found at www.archford.org, under the Human Resources tab.



Catastrophic Sick Leave Bank Membership Form

Definition

A Catastrophic Sick Leave Bank (CSLB) is established for the purpose of permitting employees, upon approval, to obtain sick leave in excess of accumulated and current sick leave, vacation leave, and personal leave, when the employee has exhausted all such leave. Only those employees who contribute to the CSLB, during a given contract year, shall be eligible to withdraw from the CSLB.

Membership

Members will be the full-time, employed staff of Arch Ford ESC. Each individual will have the right either to be a member of the CSLB or to decline membership. **Employees entitled to sick leave in the system may become members by donating one day of their sick leave during initial employment or during an open enrollment period between July 1 and July 31 each year.** The membership fee of one donated day must be deposited in writing on the Catastrophic Sick Leave Bank Donation Form.

Membership in the CSLB is considered continuous unless at any time, the total number of available days in the CSLB falls to less than one-hundred fifty (150) days. If that should happen, the HR Coordinator will coordinate renewal for current members and open enrollment for non-members, in order to replenish the bank. If, at any time, the number of days in the CSLB exceeds one-hundred fifty (150) days, current members will receive automatic membership for the upcoming school year; new members will still be required to donate one day of their sick leave.

Cooperative Employees who have reached the limit of sick days that may be accumulated will have their excessive days automatically transferred into the bank, and will be automatically considered members unless the Business Office is notified that the Employee refuses this option.

_____ Yes, I want to become a member of the Catastrophic Sick Leave Bank. I authorize the Arch Ford Human Resource office to deduct one day of my accumulated sick leave and to contribute it to the Catastrophic Sick Leave Bank. I understand that these days are non-refundable and non-transferable.

_____ No, I do not wish to become a member of the Catastrophic Sick Leave Bank. I understand I will not be able to request the use of sick days from the Catastrophic Sick Leave Bank.

Printed Name: _____

Signature: _____

Date: _____

Catastrophic Sick Leave Bank Application

Information for Review Committee

Date: _____

Employee's Name: _____

Total accumulated leave days employee had at beginning of current year: (Sum of sick leave, personal, and vacation days) _____.

Number of days requested from the CSLB*: _____

***Necessitated by recovery and medical treatment/services (note: physician's statement (form 15-3) may be requested for more information).**

Nature of lengthy recovery or condition which warrants need for days:



Date illness began: _____

Date recovery began/should begin: _____

Date employee anticipates returning to work*: _____ *Based on Medical/Physician recommendations

Has previous request for time from Catastrophic Sick Leave Bank been approved for the current Co-op fiscal year? If so, when? _____ . How many days used _____

Is this a work related injury? _____

Are you eligible to receive Worker's Compensation or Disability Insurance at this time? _____

Employee Name (Printed) _____

Employee Signature _____

Date: _____

Step #1

GRIEVANCE

FROM: _____, Grieving Person

TO: _____, Supervisor

SUBJECT: _____

DATE: _____

DESCRIPTION OF HAPPENING: On _____ (Date)

Signature



Step #2

GRIEVANCE RESPONSE

GRIEVANCE #: _____
(To be assigned only if forwarded)

DATE FORWARDED: _____

RESPONSE TO GRIEVANCE:

Signature of Supervisor

Step # 3

GRIEVANCE

FROM: _____, Grieving Person

TO: _____, Co-op Director

DATE: _____

****PLEASE ATTACH: GRIEVANCE REPORT -FORM C****

Signature

Step #4

DIRECTOR'S RESPONSE TO GRIEVANCE



Date Appeal Received: _____

Date of Response Appeal: _____

Response of Second Appeal:

Signature of Co-op Director

Date

FORM E

Step #5



Arch Ford
Education Service Cooperative
BOARD OF DIRECTORS' APPEAL

FROM: _____, Grieving Person

TO: ARCH FORD BOARD OF DIRECTORS

DATE: _____

SUBJECT: _____

****PLEASE ATTACH: GRIEVANCE REPORT -FORM C**

APPEAL REPORT-FORM D

Signature





Internet/Computer Acceptable Use Policy

As a user of the Arch Ford Education Service Cooperative's computer equipment and network, I hereby agree to comply with the rules stated in the Arch Ford Internet/Computer Use Agreement and Computer Use Policy for using the internet, networked and stand-alone computers and other coop technology equipment.



Printed Name: _____

Department: _____

Signature: _____

Date: _____



Arch Ford
Education Service Cooperative
Board Policies Acknowledgment

Employee

Name: _____

CERTIFICATION

I, hereby certify that I have been presented with a current copy of **Arch Ford Board Policies** and **Workers Comp Procedures** and that I will abide by its terms as a condition of my employment with Cooperative. I understand a copy of the Board Policies is always available at www.archford.org under “State Required Information”.

Employee Signature

Date



CERTIFICATION

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

Employee Signature

Date