

# Crowley's Ridge

A graphic consisting of three overlapping, rounded green shapes that resemble rolling hills or a mountain range, positioned behind the main title.

*Educational Service Cooperative*

*Leading with excellence!*

Personnel Policy

Handbook

2024-2025

# **CROWLEY’S RIDGE EDUCATIONAL SERVICE COOPERATIVE**

**2024-2025**

**COUNTIES:** Craighead, Crittenden, Cross, Mississippi, Poinsett, and Newport in Jackson County

## **PERSONNEL POLICIES**

### **NAME AND AUTHORITY OF AGENCY**

The name of the agency shall be Crowley’s Ridge Educational Service Cooperative (CRESC).

### **MISSION**

The purpose of this Cooperative is to be of assistance to member schools in achieving more efficient use of their shared resources, to be of assistance in meeting or exceeding accreditation standards, and to promote coordination between districts and the State Department of Education in order to provide services consistent with district needs.

### **GENERAL GOALS**

#### **A. Services**

The needs and desires of the districts will greatly influence the Cooperative’s service program. These programs will also be structured so as to make services available to local districts through the Cooperative.

1. The Cooperative will endeavor to make available the requested services more economically and effectively than could be achieved on the local level.
2. The Cooperative shall make a strong effort to provide services to all interested districts as equally accessible as possible.
3. Purchase shall be made in accordance with State laws and procurement procedures that are deemed to be in the best interest of the Cooperative.

#### **B. Communication and Coordination**

1. The Cooperative shall work with district, other Cooperatives, and the State Department of Education to improve communication and coordination.
2. This Cooperative shall work diligently in striving to comply with the wishes of the local districts in its operations, as long as it is consistent with state regulations.

### **C. Governing Body**

The Board of Directors is the governing body of the Crowley's Ridge Educational Service Cooperative. A quorum and a majority vote will rule on proposals.

The Executive Board of Directors shall consist of twenty-two members selected by CRESC member schools board of directors by resolution from among eligible candidates. Eligible candidates include the district superintendent, a district board member, a district community member, or a school district employee. All resolutions shall be signed by the board President and Secretary and shall be forwarded to the CRESC Director prior to June 30 annually. Appointments by resolution shall be for two (2) years.

Should any vacancy occur, it shall be filled by the board of directors of the school district in which the vacancy occurred.

### **D. Participation**

1. The participation of any district in any Cooperative service is strictly voluntary.

### **E. Accountability**

1. The Cooperative is required to report to the State Department of Education upon receipts and disbursements in a format prescribed by the Department.
2. Employees, administrators, officials, or agents shall not solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements including but not limited to:
  - Entertainments
  - Hotel Rooms
  - Transportation
  - Gifts

### **F. Personnel**

This Cooperative shall strive to hire the best available qualified persons; its personnel policies and pay schedules shall be designed to attract and hold such people. Consistent with this goal the following personnel polices shall abide:

1. Status and Regulations – This Cooperative will comply with applicable personnel statues of the State of Arkansas, and the federal government; rules and regulations

of the Arkansas Department of Education, and other official control agencies affecting CRESC employment practices.

2. Non-discrimination – Cooperative shall not discriminate in recruiting, hiring, firing, and day-to-day working policies and practices affecting its employees. It is hereby declared to be the policy of the governing body and the Board that equal opportunity shall be pursued for all employees regardless of race, sex, national origin or handicap.
3. Responsibility for Policy Execution – the governing body of this Cooperative assigns responsibility for executing personnel policies to the Board and to the Director.

**The Board shall:**

- a) Have the responsibility to recommend to the member Superintendents the re-appointment or the dismissal at the end of the year of the Director. This shall be made upon a majority vote.
- b) Establish the Director’s salary, benefits, working conditions, and length of contract. Contract may be issued from one (1) to three (3) years.
- c) Upon the recommendation of the Director appointment, dismissal, salary levels, benefits, and working conditions for other employees.
- d) Conduct an annual assessment of the Director’s effectiveness and report to the governing body.
- e) Approve bids in excess of the Arkansas Purchase Price Threshold for Bidding.

**The Director shall:**

- a) Carry out the policies established by the governing body and the board.
- b) Recommend appointments and/or dismissals, benefits, and working conditions to the board.
- c) Temporarily employ, not to exceed 60 days without Board approval of new personnel.
- d) Employ part-time and consultative personnel as the need arises within the limiting constraints of the budget or in agreement with individual districts.

**G. Operational Personnel**

**Employment of Personnel**

1. The board shall employ, upon a recommendation of the Director such employees as deemed necessary to carry out the successful operation of the Co-op.
2. Certified Personnel shall be able to meet all requirements prescribed by law or set by the Director and Board at the time of employment. Items required to be on file

in the office of the Director shall include a valid teaching certificate, a complete official copy of the transcript of all college credits, a Teacher Retirement System membership, a completed W-4 form, a personal information sheet, work record, and a copy of Social Security Card. It is not the policy of Crowley's Ridge Educational Service Cooperative to pay the fee required for the criminal background check before employing a new certified employee. Prospective employees are responsible for paying the required fee. This provision is subject to change based on extenuating circumstances as determined by the director.

### **Dismissal**

1. Termination and non-renewal of employment will be in accordance with the existing law of the State of Arkansas.

### **Employment Sick Leave**

1. A full-time employee under contract shall be allowed one (1) day of sick leave at full pay for each month employed under the contract, (example 190 day contract will receive 10 days) until a maximum of ninety (90) days have been accumulated. Employees will be allowed to transfer up to ninety (90) days of accumulated sick leave from other school or educational agencies. For all absences in excess of those described above a proportional amount will be deducted, unless otherwise directed by the Director. This amount will be equal to the total annual salary divided by the total number of days employed and multiplied by the number of days in excess absences.
2. Failure to report to work without notification by 8:00 a.m. may result in the day being counted as personal leave and/or result in the reduction in pay resulting from a dock of the daily rate of pay per day missed.
3. To qualify for supplemental pay for unused sick days, an employee must have accumulated ninety (90) days of unused leave. Beginning with the school year following the one in which the maximum ninety (90) days of allowable sick leave is reached, payment will be made for any days accumulated beyond the ninety (90) days carry-over limit. This payment will be made in June at the end of the school year. Rate of pay will be \$50.00 per day. The ninety (90) day base must be maintained at all times in order to qualify for pay for unused sick leave.
4. Sick leave covers sickness of a full-time employee or the death or illness of the employee's spouse, children, parents, grandparents, and/or relatives living in the same household as the employee. Pregnancy will be treated the same as the other illnesses. Part time employees will require a pro-rate share of sick days depending on the number of days equivalency to a twenty work day month.

5. An Accurate up-to-date record of sick leave will be kept in the Administrative office. The Director may, at his/her discretion, require proof of illness. Failure of the employee to correctly document days present/absent accurately may result in disciplinary action up to and including termination. As well as referral to the Professional Ethics Board.
6. The CRESC Sick Leave Bank will provide all eligible employees who have exhausted accumulated sick leave a means of possibly obtaining additional sick leave days.

All employees of the CRESC shall be eligible for participation in the Sick Leave Bank. By September 15<sup>th</sup> each year, employees must declare whether or not they intend to participate in the Sick Leave Bank. Those electing to participate in the bank must contribute one sick day a year to the bank unless the bank has accumulated sufficient days to waive such deduction for employees who have previously donated day(s) to the bank. Such declaration and contribution shall be made on a CRESC Form distributed and collected by the CRECS Administrative Office.

Any employee will be eligible to request a grant from the Sick Leave Bank only during the contract period in which the employee has contributed to the bank. The CRESC Advisory Committee shall serve as the Sick Leave Bank Committee. Requests will be submitted in writing to the committee chairperson. The Committee may request a review of sick leave records and/or require appropriate documentation from Sick Leave Bank records. The committee may require a physician's statement to verify the need for sick leave. Grants from the Sick Leave Bank may, as a general guideline, be withdrawn only for absence due to catastrophic illness or injury to a participant or participant's spouse, children, parents, or any other relative in the same household. Catastrophic illness or injury for the purpose of this policy is defined as an injury or illness which will be disabling and is not related to normal pregnancy, cosmetic surgery or other voluntary surgery that is related to illness.

The committee and the administrative office shall maintain records of Sick Leave Bank utilization and reconcile the records at least annually.

The bank days may be used only upon exhaustion of a participating employee's accumulated sick leave days and vacation days. Days used from the bank are grants and do not require re-payment. Sick Leave Bank days will not be granted if the employee is eligible to receive income from an income or salary protection

policy. Sick Leave Grants shall be for no more than forty (40) days for an individual employee for the total term of his/her employment.

Unused bank days will accumulate and carry forward. If the total of available days in the bank falls to less than thirty (30) day, the committee may solicit additional contributions to the bank. If, at the end of any school year, the number of days in the bank exceeds one hundred and sixty (160), then current members will receive automatic membership at the beginning of the next school year. New members must contribute to the bank.

#### **H. Personal or Business Leave**

An employee under contract shall be allowed two (2) days absence at full pay for business or personal reasons. Personal days are accumulative and employees can accumulative up to four (4) days. Requests for absence from duty for any reason other than holidays and sick leave must be made to and approved by the Director. In regards to all absentees (sick leave, jury, etc.), employees are required to advise the main office of their absence prior to 8:00 am, or at the time of requiring to take off, if sick leave becomes necessary after reporting to work. Otherwise, the employee may be docked a day's salary. Unused personal days in excess of (4) four days will be converted to sick days when days are rolled over.

#### **I. Other Absences**

1. An employee who is unable to or does not complete the contract year as agreed upon, or defined by his/her contract dates will not be eligible for re-employment.
2. An employee may serve on Jury Duty without penalty or loss of pay. (See 3.14)

#### **J. Expense or Travel**

1. The Cooperative will reimburse for expenses in the following manner if a travel request is pre-approved by the Director. Mileage reimbursement will be made at the rate paid by the State of Arkansas. Mileage will be reimbursed from the duty station, based on the shortest route on the Google Maps Website in Google Suite. (See 3.20)
2. Expense or travel within Cooperative region – Employees shall be reimbursed for all miles driven from their first daily assignment to any subsequent assignment during the day. Employees will not be reimbursed mileage from home to their first assignment or from their last assignment to home, regardless of their place of residence, in compliance with the IRS tax code. Reference at <https://www.irs.gov/publications/p463/ch01.html>.

3. Expense or travel outside Cooperative region – Mileage reimbursement will be made at the rate paid by the State of Arkansas. Mileage will be reimbursed from the duty station or home, based on the shortest route on the Google Maps Website in Google Suite.
4. Actual Expenses for lodging will be reimbursed when common sense dictates the necessity for overnight accommodations. A hotel/motel receipt will be attached to the request for reimbursement. Reimbursement for lodging expenses will be made only in instances that have prior approval from the Director and when accompanied by appropriate documentation.
5. Reimbursement for meals is allowed only in connection with overnight travel. Reimbursement is to be claimed for the actual expenses for meals, not to exceed the maximum allowable rate of \$41.00 per day for in-state travel. Reimbursement of out-of-state travel will not exceed the federal maximum allowable rates published on the United States General Services Administration website at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem). Receipts for meals are not to be submitted with the reimbursement paperwork, but should be maintained by the traveler as they may be requested at the Director’s discretion. In the event that meals are provided by the conference/meeting, the maximum allowable rate of \$41.00 will reduced as follows:

Breakfast - \$7.00

Lunch - \$11.00

Dinner - \$23.00

On the day of departure and the day of return, as indicated on the travel request form, the traveler may only claim incurred expenses of up to 75% of the maximum allowable rate. For in-state travel, this amount is \$30.75.

6. Extended or out-of-state travel will require approval of the Director.
7. All requests for expense reimbursement will be made on standard Co-op “Travel Expense Reimbursement Forms”, as well as a meeting agenda and other documentation and must be approved by the Director.
8. Requests for reimbursement of travel and/or other expenses must be submitted within 40 days occurrence. All reimbursements must be pre-approved by the Director before reimbursements will be made.
9. Pre-approved forms must be accompanied by a meeting agenda or other approved documentation.
10. All employees should maintain an accurate daily schedule of travel including school buildings or other sites visited.
11. Employees should check in or sign-in and sign-out at visited sites upon arrival and departure.



## **K. Retirement**

All certified employees and other eligible employees are required by law to join the Arkansas Teachers Retirement System.

Upon retirement, all personnel will be compensated for unused sick leave under the following:

- A. Payment of unused sick leave will be the rate of thirty (30%) percent of the daily pay.
- B. The employee must be an approved applicant for teacher retirement benefits and must have ten (10) years of service credited with the Teacher Retirement System and ten (10) years' service with Crowley's Ridge Educational Cooperative.

## **L. Vacation**

- Vacations for twelve (12) month employees will be for 10 days.
- Employees desiring to take vacation time must obtain approval from the Director.
- Vacation days must be approved by the Director in advance.
- Vacation days may be carried over
- However, vacation days carried over **must** be used by December 31<sup>st</sup> of the new year.

## **M. Holidays**

Holidays for employees of the Cooperative will be scheduled, as nearly as possible, to coincide with the holiday schedule of the member schools.

- The Director may grant administrative leave in the case of emergencies such as inclement weather in other instances deemed appropriate by the Director.
- The Director may also assign work from home status to employees as required due to extenuating circumstances.
- No administrative leave and/or work from home status will be granted without pre-approved by the Director.
- Any absence without such approval will be counted as sick, personal, or vacation leave and may result in docked wages should all leave days be exhausted prior to such absence.

## **N. Pay Schedule**

All employees will be paid twice a month.

- O.** Temporary policies on matters not covered by these initial policies will be developed and implemented as necessary by the Director with consideration for approval by the Board of Directors at its next regularly scheduled meeting after the effective date of the temporary policy.

## **EQUAL OPPORTUNITY EMPLOYMENT**

### **FOR**

### **CROWLEY'S RIDGE EDUCATIONAL SERVICE COOPERATIVE**

No person shall be denied employment, re-employment, or advancement; nor shall be evaluated on the basis of sex, marital status, race, color, creed, national origin, or qualified handicaps. Age shall be considered only with respect to minimums set by laws and retirement as specified by the state or polices of this board.

Any complaints concerning issues in the above policy statement shall be referred to the Equity Coordinator of Crowley's Ridge Educational Service Cooperative.

Compliance with Executive Order 23-05

No communication by a public-school, employee, public school representative, or guest speaker shall compel a person to adopt, affirm or profess an idea in violation of Title IV and Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 78 Stat. 241), including that:

- People of one color, creed, race, ethnicity, sex, age, marital status, familial status, disability, religion, national origin, or any other characteristic protected by federal or state law are inherently superior or inferior to people of another color, creed, race, ethnicity, sex, age, marital status, familial status, disability, religion, national origin, or any other characteristic protected by federal or state law
- An individual should be discriminated against or receive adverse treatment solely or partly because of the individual's, color, creed, race, ethnicity, sex, age, martial status, familial status, disability, religion, national origin, or any other characteristic protected by federal or state law.

## **GRIEVANCE PROCEDURE**

### **CROWLEY'S RIDGE EDUCATIONAL SERVICE COOPERATIVE**

#### **Definition:**

A grievance shall mean a claim initiated by an employee(s) which is thought to be a violation, misinterpretation, or misapplication of Crowley's Ridge Educational Service Cooperative personnel policy or Arkansas State Law.

#### **STEP 1:**

The employee shall first discuss and informally try to resolve the problem with their immediate supervisor.

#### **STEP 2:**

The employee shall submit a formal, written grievance if he/she feels that the problem has not been resolved. The grievance will be signed, and dated by the employee and submitted to the immediate supervisor. The immediate supervisor will provide the employee with a written response on the grievance within fourteen (14) calendar days.

#### **STEP 3:**

The employee shall then submit a formal written grievance if he/she feels that the problem has not been resolved. The grievance shall be signed and dated by the employee and submitted to the supervisor within ten (10) calendar days of receiving the report from the immediate supervisor. The supervisor will provide the employee with a written response on the grievance within (30) calendar days.

#### **STEP 4:**

The employee shall submit a formal written grievance if he/she feels that the problem has not been resolved. This grievance will be signed and dated by the employee and submitted to the Director within ten (10) calendar days of receiving the written report from the supervisor. If no resolution is reached, the Director will refer the matter to the Board of Directors within thirty (30) days after the receipt of the grievance. The board will tender its decision in writing on the grievance, including the reasons on which it is based, within ten (10) calendar days of the hearing). Group grievances or multiple grievances concerning the same issue may be addressed at one time by the board.

## **Crowley's Ridge Educational Service Cooperative (CRESC)**

### **Early Childhood Special Education Procedures**

#### **Tracking Students Receiving Early Childhood Special Education Services:**

##### **Cooperation with other Agencies/EIDT Centers**

CRESC recognizes that it has the responsibility to monitor the implementation of a student's IEP and the provision of services to a student at other agencies or EIDT Centers.

If the other agency or EIDT Center fails to provide the services described in a student's IEP, violates the parties' MOU, or otherwise interferes with CRESC's ability to provide FAPE to a student, then CRESC will document all efforts to address the concern with the other agency/EIDT Center, and convene an IEP meeting to identify alternative strategies to meet the objectives for the student set out in the IEP and consider the need for compensatory services.

If a student begins receiving service in a different location than specified in the student's IEP, CRESC should promptly hold an IEP meeting to determine whether a change in placement has occurred.

CRESC staff should regularly request updates from other agency or EIDT Center staff concerning student assessments, evaluations, and progress and document those communication requests.

#### **CRESC Acceptable Use Policy**

##### **Acceptable Use Policy**

Crowley's Ridge Educational Service Cooperative (CRESC) offers access to the Cooperative's computers and/or computer network for electronic mail and Internet. To gain and/or to continue 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 CRESC administrators, faculty, and staff. All technology equipment shall be used under the supervision of the Technology Coordinator. Any user who violates any condition of this policy is subject to disciplinary action or administrative sanctions as specified in the Personnel Policy Handbook.

\* 'system' or 'system resources' refer to any coop computer, network, or Internet resource.

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 computer user account, network logon username and password, or computer 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. 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.
- 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 Technology Coordinator.
- 8.** Users shall not use any system resources 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 access materials that are abusive, obscene, sexually-oriented, threatening, harassing, damaging to another's reputation, 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.
- 11.** Users shall not bypass or attempt to bypass CRESC security measures through means such as, but not limited to, online proxies, bootable media, IP spoofing, etc.
- 12.** 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.

13. Users shall not relocate or remove technology equipment (hardware or software) from its location without permission from the Cooperative Administration office.

14. CRESC does not support personal equipment or software. Users shall not install personal software on CRESC-owned computers without permission (Home Network Connection Software is permitted).

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

16. Users should be aware that all e-mail and all other files stored on CRESC's network and/or the crmail.k12.ar.us Google domain are the property of CRESC. Users should not send any messages or create any files that they would not want to be made public.

17. 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.

18. Users who identify or know of a security problem on the system must notify the Technology Coordinator or Administration office staff and must not demonstrate or verbalize the security problem to other users.

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

20. Users shall maintain a strong password on CRESC computers and email at all times. **A strong password of at least 14 characters including 4 different types of character shall be maintained. (Uppercase, Lowercase, Number, Special Character)**

21. Peer to Peer (file sharing ) programs (BitTorrent, Limewire, Kazaa, BearShare, and others) are prohibited on the CRESC network.

22. **Student, staff and client information shall be safely guarded. All work related files should be backed up to your Google Drive account (Google File Stream).**

23. If another user must use the Cooperative computer you may allow them to use a Guest account. If your Guest account is not enabled please see the Technology Coordinator.

24. DO NOT reset or wipe your computer operating system.

**25.** Computer games that came on your computer's operating system are allowed. Online games are not allowed on Cooperative computers. This includes any games originating through your web browser and any social media platform, for example Facebook games.

## **1.6—BOARD MEMBER VOTING**

### **Establishment of a Quorum**

A quorum of the Board is a majority of the membership of the Board.

### **Voting and failure to vote**

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

### **Abstentions from Voting**

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

## **1.10—ASSOCIATION MEMBERSHIPS**

The CRESC shall be a member of organizations, which, in the opinion of the Director, will be beneficial to the Board and/or the Cooperative and/or its staff.

## **1.15—TORT IMMUNITY**

The CRESC, 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.

The Cooperative retains the right to settle claims for negligence, as authorized by A.C.A. § 21-9-301, but it shall do so only in the most extraordinary circumstances. If any claim is settled, the Cooperative and the Board specifically do not waive immunity above the amount of the settlement, nor is that immunity waived for any other claim, at any time, regardless of whether it is similar in nature.\*

## **3.1—SALARY SCHEDULES**

6-13-1011 (2)

In lieu of a salary schedule, the education service cooperative will utilize a complete listing of all employees of the education service cooperative, and each employees' position, salary, and benefits.

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

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

#### **SECTION ONE – FMLA LEAVE GENERALLY**

##### **Definitions**

“Eligible Employee” is an employee who has:

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

“FMLA” is the Family and Medical Leave Act

“Health Care Provider” means:

- a. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices;
- b. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the State and performing within the scope of their practice as defined under State law;
- c. Nurse practitioners, nurse-midwives, clinical social workers and physician assistants who are authorized to practice under State law and who are performing within the scope of their practice as defined under State law;
- d. Christian Science Practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts. Where an employee or family member is receiving treatment from a



Christian Science practitioner, an employee may not object to any requirement from an employer that the employee or family member submit to examination (though not treatment) to obtain a second or third certification from a health care provider other than a Christian Science practitioner except as otherwise provided under applicable State or local law or collective bargaining agreement; or

- e. Any other person determined by the U.S. Secretary of Labor to be capable of providing health care services.

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

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

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

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

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

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

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

### **Policy**

The provisions of this policy are intended to be in line with the provisions of the FMLA. If any conflict(s) exist, the Family 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 District 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**

#### **District 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 health care provider to help make the applicability determination. After receiving sufficient information as requested, the District shall provide a written notice within five (5) business days (absent

extenuating circumstances) to the employee of whether the leave qualifies as FMLA leave and will be so designated.

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

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

### **Concurrent Leave Under the FMLA**

All FMLA leave is unpaid unless substituted by applicable accrued leave. The Cooperative requires employees to substitute any applicable accrued leave (in the order of sick, personal, or vacation leave as may be applicable) for any period of FMLA leave.

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

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

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

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

### **Health Insurance Coverage**

The 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 the

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 district'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 coverages, without any qualifying period, physical examination, exclusion of pre-existing conditions, etc.

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

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

- a. The employee fails to return to work due to the continuation, reoccurrence, or onset of a serious health condition that entitles the employee to leave under reasons 3 or 4 listed above; and/or
  - b. Other circumstances exist beyond the employee's control.
- Circumstances under "a" listed above shall be certified by a licensed, practicing health care provider verifying the employee's inability to return to work.

### **Reporting Requirements During Leave**

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

### **Return to Previous Position**

An employee returning from FMLA leave is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An equivalent position must involve the

same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, and authority. Specifically, upon returning from FMLA leave, a teacher may be assigned to another position that is not necessarily the same as the employee'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 Employee 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 District**

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

When the need for leave is for reasons 3 or 4 listed above, the eligible employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the 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 the third health care provider shall be considered final and be binding upon both the Cooperative and the employee.

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

- The original certification is for a period greater than thirty (30) days. In this situation, the Cooperative may require a recertification after the time of the original certification expires, but in any case, the Cooperative may require a recertification every six (6) months.
- The employee requests an extension of leave;
- Circumstances described by the previous certification have changed significantly; and/or
- The district 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 a 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 qualified as FMLA leave under reason 4 above stated that the employee would have to provide a "fitness-for-duty" certification from a health care provider for the employee to resume work, the employee must provide such certification prior to returning to work. The employee's failure to do so voids the Cooperative's obligation to reinstate the employee under the FMLA and the employee shall be terminated.

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



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

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

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

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

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

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

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

If the eligible, instructional employee begins leave, due to 1, 2, or 3 listed above, during the period that commences three (3) weeks prior to the end of the semester and the duration of the leave is greater than five (5) working days, the 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 stood 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 district 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 District 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 district with as much notice as is practicable.

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

If an eligible, instructional employee begins leave due to any qualifying exigency more than five (5) weeks prior to the end of the semester, the 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 servicemember with a serious illness or injury under the following conditions and definitions.

#### **Definitions**

"Covered Servicemember" is:

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

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

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

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

“Serious Injury or Illness”:

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

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

“Year”, for leave to care for the serious injury or illness of a covered service member, the twelve (12) month period begins on the first day the eligible employee takes FMLA leave to care for a covered servicemember and ends 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 District may deny FMLA leave if an eligible employee fails to provide the requested certification.

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

#### **SECTION ONE**

The CRESC acknowledges its authority to conduct a reduction in force (RIF) when a decrease in funding or other reason(s) make such a reduction necessary or desirable. A RIF will be conducted when the need for a reduction in the work force exceeds the normal rate of attrition for that portion of the staff that is in excess of the needs of the Co-op as determined by the Director.

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 individual granted funds.

#### **RIF**

CRESC Cooperative operations include programs funded by the Department of Education discretionary grants, school district assignment of funds, Federal funds, and Arkansas

Department of Education funding for cooperatives. Employment of personnel is contingent on these funding sources. Therefore, CRESC employment positions may be subject to RIF or termination should funding for programs decrease or be eliminated.

In addition, staffing needs at individual operating sites may vary resulting in the need for staffing changes including reduction in force or termination. The need for RIF in any CRESC program will be determined by the Director after consultation with the program coordinator and/or the CRESC business manager.

Any grant that is discontinued will result in the RIF nonrenewal or termination of all employees of that program. After the determination is made, employees will be notified within 30 days. In the event of a partial RIF employees will be released from employment using a system that includes consideration of the following.

1. Employees job performance on the last summative evaluation
2. Employees demonstrated skills to perform the job as determined by the CRESC program coordinator, district superintendent(s) involved in program services, and/or DESE unit personnel
3. Employees disciplinary record for the past two years
4. Employees attendance for the last two years
5. Employee licensure as a Lead, NBCT, or Master Educator

1. Excellent = 5 points  
Satisfactory = 2 points  
Needs Improvement = 0 points  
Unsatisfactory = 0 points
2. Program Coordinator Rating 0-5 points  
District Superintendent Rating 0-3 points  
DESE Rating = 0-3 points
3. No Disciplinary incidents = 2 points
4. Attendance  
Attended 98-100% = 3 points per year of contracted days  
Attended 93-97% = 1 point of contracted days
5. Licensure as a Lead Teacher or National Board Certified Teacher = 2 Points  
Licensure as a Master Educator = 4 Points

## **Points System**

### **Licensed Teacher ABC/ECSE**

(For the purposes of this policy, a Speech Therapist shall be considered a licensed teacher as part of the Special Education Early Childhood Department

DESE Master Professional Educator = 6 points

DESE Lead Teacher Designation = 3 points

Licensed in program preferred licensure area as indicated on license

### **Standard 5-Year**

Special Education License = 1 point

Special Education Early Childhood B-K License = 2 point's

Early Childhood License = 1 Point

Dual Licensure in Speech Pathology/Special Education = 3 points

### **Department Director, Coordinator, Specialists, LEA**

National Board of Professional Teaching Standards = 2 points

Master Teacher Professional Educator Designation = 6 points

Building Level Administrator's License = 1 point

Master's Degree in area of assignment = 1 point

Education Specialist Degree in area of assignment = 2 points

Doctorate Degree in area of assignment = 3 points

Presenting in the immediate/prior calendar year at a State Conference or affiliate (AAEA, DESE, ASCD, ARA, ACTELA, ACTM, AMLA) = 1 point

Facilitation/Facilitator does not count toward points awarded.

RIF will be considered by department and/or area assigned.

### **All Other Positions**

Recommendation of immediate supervisor based on data from the last summative evaluation.

### **3.5- PERSONNEL CONTRACT RETURN**

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

Failure of an employee to return the signed contract to the office of the Director within thirty (30) days of the receipt of the contract shall operate as a resignation by the employee. No further



action on the part of the employee, the Director, or the Board shall be required in order to make the employee's resignation final.

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

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

- Is required by statute or the Division of Elementary and Secondary Education (DESE); or
- Meets the following criteria:
  - Improves the knowledge, skills, and effectiveness of teachers;
  - Improves the knowledge and skills of administrators and paraprofessionals concerning effective instructional strategies and methods;
  - Leads to improved student academic achievement; and
  - Is researched-based and standards-based.
  - Business or organizational meetings are not professional development

All employees shall attend all local PD training sessions as directed by his/her supervisor or the Co-op Director.

Each licensed employee shall receive a minimum of thirty-six (36) hours of PD annually to be fulfilled between July 1 and June 30. A licensed employee may be required to receive more PD than the minimum when necessary to complete the licensed employee's PGP. All licensed employees are required to obtain thirty-six (36) hours of approved PD each year over a five-year period as part of their licensure renewal requirements. PD hours earned in excess of each licensed employee's required number of hours in the designated year cannot be carried over to the next year.

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

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

Failure of an employee to receive his/her required annual hours of PD in any given year, unless due to illness as permitted by law, DESE Rule, and this policy, shall be grounds for disciplinary action up to and including termination.

### **3.13—PERSONNEL PUBLIC OFFICE**

An employee of the cooperative who is elected to the Arkansas General Assembly or any elective or appointive public office (not legally constitutionally inconsistent with employment by a public school district) shall not be discharged or demoted as a result of such service.

No sick leave will be granted for the employee's participation in such public office. The employee may take personal leave or vacation (if applicable), if approved in advance by the Director, during his/her absence.

Prior to taking leave, and as soon as possible after the need for such leave is discerned by the employee, he or she must make written request for leave to the Director, setting out, to the degree possible, the dates such leave is needed.

An employee who fraudulently requests sick leave for the purpose of taking leave to serve in public office may be subject to nonrenewal or termination of his/her employment contract.

### **3.14—PERSONNEL JURY DUTY**

Employees are not subject to discharge, loss of sick leave, loss of vacation time or any other penalty due to absence from work for jury duty, upon giving reasonable notice to the Cooperative through the employee's immediate supervisor.

The employee must present the original (not a copy) of the summons to jury duty to his or her supervisor in order to confirm the reason for the requested absence.

### **3.16—LICENSED PERSONNEL REIMBURSEMENT FOR PURCHASE OF SUPPLIES**

CRESC employees may purchase materials and supplies using their own funds and apply for reimbursement by submitting itemized receipts totaling less than \$100.00. Supplies and materials purchased with CRESC funds, or for which the employee is reimbursed with cooperative funds, are Co-op property, and should remain on Co-op property except to the extent they are used up or consumed or the purchased supplies and/or materials are intended/designed for use away from the cooperative or assigned school campus.

Reimbursement requests must be submitted within 40 days of the expenditure.

Such expenditures must be pre-approved by the supervisor and/or Director to be eligible for reimbursement.

Travel reimbursements are not considered supplies.

### 3.17—LICENSED PERSONNEL CODE OF CONDUCT

#### Definitions

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

“Sex-based harassment” means conduct on the basis of sex that may not reach the definition of sexual harassment under Policy 3.26 but is nevertheless inappropriate within the education setting. Examples of sexual harassment include, but are not limited to:

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

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

of discipline, conduct in violation of the Rules may be reported to the Professional Licensure Standards Board.

### **3.18— PERSONNEL OUTSIDE EMPLOYMENT**

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

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

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

When a licensed employee is additionally employed by the Co-op in either a classified capacity or by a contract to perform supplementary duties for a stipend or multiplier, the duties, expectations, and obligations of the primary licensed position employment contract shall prevail over all other employment duties unless the needs of the Co-op dictate otherwise. If there is a conflict between the expectations of the primary licensed position and any other contracted position, the employee shall notify the employee's supervisor as far in advance as is practicable. The supervisor shall verify the existence of the conflict by contacting the supervisor of the secondary contracted position. The supervisor shall determine the needs of the cooperative on a case-by-case basis and rule accordingly. The supervisor's decision is final with no appeal to the Director or the School Board. Frequent conflicts or scheduling problems could lead to the non-renewal or termination of the classified contract of employment or the contract to perform the supplementary duties.

An educator must maintain competence regarding his/her professional practice inclusive of professional and ethical behavior, skills, knowledge, dispositions, and responsibilities relating to his or her organizational position.

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

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

### **3.19—PERSONNEL EMPLOYMENT**

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

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

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 employees and applicants must have completed proficiency or awareness of the Science of Reading as defined by the Arkansas Department of Elementary and Secondary Education and Arkansas Law.

### **3.20—PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES**

Employees shall be reimbursed for personal and/or travel expenses incurred while performing duties or attending workshops or other employment-related functions, provided that prior written approval for the activity for which the employee seeks reimbursement has been received from the Director or immediate supervisor with the authority to make school approvals).

It is the responsibility of the employee to determine the appropriate supervisor from which he/she must obtain approval.

Reimbursement claims must be submitted within 40 days of the date of the expenditure to be considered for reimbursement. All reimbursement requests must be submitted within the fiscal year that the expense occurs or the claimed expense will not be reimbursed. The Director may at this/her discretion set dates that limit the timeline for submitting reimbursement claims. Any such changes will be communicated to employees. Extenuating circumstance that would prohibit compliance may be considered by the Director or a case-by-case basis.

Reimbursement claims must be made on TR-1 form provided by the Cooperative and must be supported by appropriate, original receipts. Copies of receipts or other documentation are not

acceptable, except in extraordinary circumstances. Meeting agendas must accompany travel requests.

### **3.21—PERSONNEL USE OF TOBACCO, ELECTRONIC NICOTINE DELIVERY SYSTEMS, AND RELATED PRODUCTS**

Smoking or use of tobacco or products containing tobacco in any form (including, but not limited to, cigarettes, cigars, chewing tobacco, and snuff) in or on any real property owned or leased by the Co-op is prohibited.

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

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

### **3.22—DRESS OF EMPLOYEES**

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

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

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

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

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

### **3.24—PERSONNEL DEBTS**

For the purposes of this policy, "garnishment" of a Co-op employee is when the employee has lost a lawsuit to a judgment creditor who brought suit against a school Co-op employee for an

unpaid debt, has been awarded money damages as a result, and these damages are recoverable by filing a garnishment action against the employee's wages. For the purposes of this policy, the word "garnishment" excludes such things as child support, student loan or IRS liens or voluntary deductions levied against an employee's wages.

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

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

At the discretion of the Director, he/she or his/her designee may meet with an employee who has received a second garnishment for the purpose of warning the employee that a third garnishment may result in a recommendation of dismissal.

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

### **3.26—LICENSED PERSONNEL SEX DISCRIMINATION AND SEX-BASED HARASSMENT**

The CRESC School District is committed to providing an academic and work environment that treats all students and employees with respect and dignity. Student achievement and amicable working relationships are best attained in an atmosphere of equal educational and employment opportunity that is free of discrimination. Sex-based harassment is a form of sex discrimination that undermines the integrity of the educational and work environment and will not be tolerated.

The CRESC believes the best policy to create an educational and work environment free from sex discrimination and sex-based harassment is prevention; therefore, the Co-op shall provide informational materials and training to students, parents/legal guardians/other responsible adults, and employees on sex-based harassment. The informational materials and training on sexual harassment shall be age appropriate and, when necessary, provided in a language other than English or in an accessible format. The informational materials and training shall include, but are not limited to:

- the nature of sex-based harassment;
- The District's written procedures governing the complaint grievance process;<sup>1</sup>
- The process for submitting a complaint of sex discrimination or sex-based harassment;
- That the district does not tolerate sex-based harassment;
- That students and employees can report inappropriate behavior of a sexual nature without fear of adverse consequences;
- The supports that are available to individuals suffering sex-based harassment; and

- The potential discipline for perpetrating sex-based harassment.

### Definitions

“Complainant” means an individual who is alleged to be the victim of conduct that could constitute sex discrimination or sex-based harassment.

“Complaint” means an oral or written request to the District that objectively can be understood as a request for the District to investigate and make a determination about alleged sex discrimination or sex-based harassment.

“Education program or activity” includes locations, events, or circumstances where the District exercised substantial control over both the respondent and the context in which the sex discrimination or sex-based harassment occurs.

“Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sex discrimination or sex-based harassment.

Sex-based harassment” means conduct on the basis of sex that satisfies one or more of the following:

1. A Co-op employee:
  - a. Conditions the provision of an aid, benefit, or service of the District on an individual’s participation in unwelcome sexual conduct; or
  - b. Uses the rejection of unwelcome sexual conduct as the basis for academic decisions affecting that individual;
2. The conduct is:
  - a. Unwelcome; and
  - b. Is subjectively and objectively offensive and so severe, or pervasive that it limits or denies a person the ability to participate in or benefit from the District’s education program or activity based on the totality of the circumstances; or
3. Constitutes:
  - a. Sexual assault;
  - b. Dating violence;
  - c. Domestic violence; or
  - d. Stalking.

“Supportive measures” means individualized services that are offered to the complainant or made available to the respondent designed to restore or preserve equal access to the Co-op’s education program or activity without unreasonably burdening the other party. The supportive measures must be non-disciplinary and non-punitive in nature; offered before or after the filing of a complaint or where no formal complaint has been filed; and offered to either party as appropriate, as reasonably available, and without fee or charge. Examples of supportive measures include, but are not limited to: measures designed to protect the safety of all parties or the District’s educational environment, or deter sex-based harassment; counseling; extensions of deadlines or other course-related adjustments; modifications of work or class schedules; campus escort services; mutual restrictions on contact



between one or more parties; changes in work or class locations; leaves of absence; and increased security and monitoring of certain areas of the campus.

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

Actionable sex-based 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, sex-based harassment will depend upon all of the surrounding circumstances and may occur regardless of the sex(es) of the individuals involved. Depending upon such circumstances, examples of sex-based harassment include, but are not limited to:

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

Employees who believe they have been subjected to sex-based harassment are encouraged to submit a report to their immediate supervisor, an administrator, or the Title IX coordinator. Under no circumstances shall an employee be required to first report allegations of sex-based harassment to a school contact person if that person is the individual who is accused of the sex-based harassment. If the District staff member who received a report of alleged sex-based harassment is not the Title IX Coordinator, then the District staff person shall inform the Title IX Coordinator of the alleged sex-based harassment. As soon as reasonably possible after receiving a report of alleged sex-based harassment from another District staff member or after receiving a report directly through any means, the Title IX Coordinator shall contact the complainant to:

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

- Provide the complainant information on the District's grievance procedures.

### **Title IX Coordinator Initiated Complaint**

In the absence of a complaint or the withdrawal of any or all of the allegations in a complaint, the Title IX Coordinator shall determine whether to initiate a complaint. When determining whether or not to initiate a complaint, the Title IX Coordinator shall consider the following factors, at a minimum:

1. The complainant's request not to proceed with initiation of a complaint;
2. The complainant's reasonable safety concerns regarding initiation of a complaint;
3. The risk that additional acts of sex discrimination or sex-based harassment would occur if a complaint is not initiated;
4. The severity of the alleged sex discrimination or sex-based harassment, including whether it would require the removal of a respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence;
5. The age and relationship of the parties, including whether the respondent is a District employee;
6. The scope of the alleged sex discrimination or sex-based harassment, including information suggesting a pattern, whether the sex discrimination or sex-based harassment is ongoing, or the sex discrimination or sex-based harassment is alleged to have impacted multiple individuals;
7. The availability of evidence to assist a decision maker in determining whether sex discrimination or sex-based harassment occurred; and
8. Whether the District could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.

After considering these and other relevant factors, the Title IX Coordinator may initiate a complaint if the Title IX Coordinator determines that the conduct as alleged:

- A. Presents an imminent and serious threat to the health or safety of the complainant or other person; or
- B. Prevents the District from ensuring equal access on the basis of sex to its education program or activity.

If the Title IX Coordinator initiates a complaint, the Title IX Coordinator shall notify the complainant prior to doing so and appropriately address reasonable concerns about the safety of the complainant or others, which may include providing supportive measures.

### **Supportive Measures**

The District shall offer supportive measures to the complainant and make supportive measures available to the respondent that are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party before or after the filing of a ~~formal~~ complaint or where no ~~formal~~ complaint has been filed. The District shall provide the individualized supportive measures to the complainant unless declined in writing by the complainant and shall make available individualized supportive measures that are non-disciplinary and non-punitive to the respondent. A complainant who initially declined the District's offer of supportive measures may

request supportive measures at a later time and the District shall provide individualized supportive measures based on the circumstances when the subsequent request is received.

The Title IX Coordinator shall designate an individual to whom the District's providing, denying, modifying, or terminating of supportive measures may be appealed. The designated individual shall have authority to modify or reverse the District's decision if it is determined that the decision to provide, deny, modify, or terminate the supportive measure(s) was inconsistent with the definition of supportive measures. A party shall have the opportunity to seek additional modification or termination of a supportive measure applicable to them if there is a material change in circumstances.

### **Students With Disabilities**

If a complainant or respondent is a student with a disability, the Title IX Coordinator shall consult with one (1) or more members, as appropriate, of the student's Individualized Education Program (IEP) team or the student's 504 team to ensure compliance with the Individuals with Disabilities Education Act and the Rehabilitation Act of 1973 throughout the grievance process.

### **Complaint**

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

- Notice of the District's grievance process and a copy of the procedures governing the grievance process;
- Notice of the allegations of sex-based harassment including sufficient details known at the time to allow the parties to respond to the allegations. Sufficient details include:
  - ✚ The identities of the parties involved in the incident, if known;
  - ✚ The conduct allegedly constituting sex-based harassment; and
  - ✚ The date and location of the alleged incident, if known;
- A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;
- A statement that retaliation is prohibited;
- That the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;
- That the parties may inspect and review evidence relevant, and not otherwise impermissible, to the complaint of sex-based harassment; and
- That the District's personnel policies and code of conduct prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

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

The District may consolidate complaints of allegations of sex-based harassment where the allegations of sex-based harassment arise out of the same facts or circumstances and the complaints are against more

than one respondent; or by more than one complainant against one or more respondents; or by one party against the other party. When the District has consolidated complaints so that the grievance process involves more than one complainant or more than one respondent, references to the singular “party”, “complainant”, or “respondent” include the plural, as applicable.

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

- Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the District and not on the parties;
- Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege or access, consider, disclose, or otherwise use a party’s records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional’s or paraprofessional’s capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party unless the District obtains the parent, legal guardian, or other responsible adult of that party’s voluntary, written consent or that party’s voluntary, written consent if the party is over the age of eighteen (18) to do so for the grievance process;
- Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
- Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
- Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding;
- Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
- Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation; this includes evidence:
  - Whether obtained from a party or other source,;
  - The District does not intend to rely upon in reaching a determination regarding responsibility; and
  - That is either Inculpatory or exculpatory; and
- Create an investigative report that fairly summarizes relevant evidence.

At least five (5)<sup>3</sup> days prior to completion of the investigative report, the District shall send to each party and the party’s advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy. The parties shall have at least five (5)<sup>3</sup> days to submit a written response to the evidence. The investigator will consider the written responses prior to completion of the investigative report. All evidence subject to inspection and review shall be available for the parties’ inspection and review at any meeting to give each party equal opportunity to refer to such evidence during the meeting.

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

- Provide each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness;
- Provide each party with the answers;
- Allow for additional, limited follow-up questions from each party; and
- To the party proposing the questions provide an explanation regarding any decision to exclude a question as not relevant. Specifically, questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

No earlier than five (5)<sup>3</sup> days following the completion of the investigation period, the decision-maker shall issue a written determination regarding responsibility. The written determination shall include:

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

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

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

The District shall investigate the allegations in a [formal](#) complaint. If the conduct alleged in the complaint would not constitute sex-based harassment as defined in this policy even if proved; did not

occur in the District's education program or activity; or did not occur against a person in the United States, then the District shall dismiss the complaint as not meeting the definition of sex-based harassment under this policy. A dismissal for these reasons does not preclude action under another provision of the District's personnel policies or code of conduct.

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

- The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the complaint or any allegations therein;
- The District was unable to identify the respondent after taking reasonable steps to do so;
- The respondent is no longer employed or enrolled at the District;
- Specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the complaint or allegations therein; or
- The District determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination or sex-based harassment.

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

The Title IX Coordinator may delegate the investigation or the determination as necessary to prevent a conflict from arising or the appearance of bias, including hiring an individual or individuals to conduct the investigation or to act as the decision-maker when necessary.

### **Appeals**

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

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

For all appeals, the District shall:

- 1. Notify the other party in writing when an appeal is filed;
- 2. Simultaneously Provide all parties a written copy of the District's procedures governing the appeal process;
- 3. Implement appeal procedures equally for both parties;

4. Ensure that the decision-maker<sup>56</sup> for the appeal is not the same person as the decision-maker that reached the original determination regarding responsibility or dismissal, the investigator, or the Title IX Coordinator;
5. Provide all parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
6. Issue a written decision describing the result of the appeal and the rationale for the result; and
7. Provide the written decision simultaneously to both parties.

### **Confidentiality**

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

- individuals who are responsible for handling the District’s investigation and determination of responsibility to the extent necessary to complete the District’s grievance process;
- Submit a report to the child maltreatment hotline;
- Submit a report to the Professional Licensure Standards Board for reports alleging sex-based harassment by an employee towards a student; or
- The extent necessary to provide either party due process during the grievance process.

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

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

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

### **Administrative Leave**

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

### **Retaliation Prohibited**

Employees who submit a report or file a complaint of sex discrimination or sex-based harassment,; testified; assisted; or participate or refused to participate in any manner in an investigation, proceeding, or hearing on sex discrimination or sex-based harassment shall not be subjected to retaliation or reprisal in any form, including threats; intimidation; coercion; discrimination; or charges for personnel policy violations that do not involve sex discrimination or sex-based harassment, arise out of the same facts or

circumstances as a report or complaint of sex discrimination or sex-based harassment, and are made for the purpose of interfering with any right or privilege under this policy. The District shall take steps to prevent retaliation and shall take immediate action if any form of retaliation occurs regardless of whether the retaliatory acts are by District officials, students, or third parties.

### **Disciplinary Sanctions**

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

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

### **Barriers to reporting**

The Title IX Coordinator shall monitor for barriers to reporting information about conduct that reasonably may constitute sex discrimination or sex-based harassment and shall take steps reasonably calculated to address such barriers.

### **Records**

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

- Each sex discrimination or sex-based harassment investigation including:
  - Any determination regarding responsibility;
  - Any disciplinary sanctions imposed on the respondent;
  - Any remedies provided to the complainant designed to restore or preserve equal access to the District's education program or activity;
  - Any appeal and the result therefrom;
- All materials used to train Title IX Coordinators, investigators, and decision-makers;
- Any actions, including any supportive measures, taken in response to a report or formal of sex discrimination or sex-based harassment, which must include:
  - The basis for the District's conclusion that its response was not deliberately indifferent; and
  - Document:
    - If supportive measures were provided to the complainant, the supportive measures taken designed to restore or preserve equal access to the District's education program or activity; or



- If no supportive measures were provided to a complainant, document the reasons why such a response was not clearly unreasonable in light of the known circumstances.
- Records documenting the actions the District has taken to meet its obligations to eliminate sex discrimination, including reviewing barriers to reporting potential sex discrimination and the employee notification requirements, regarding each notification the Title IX Coordinator received of information about conduct that reasonably may constitute sex discrimination.

Notes: <sup>1</sup> 34 C.F.R. § 106.44 **requires** that a district have procedures governing the grievance process and the appeals process to accompany this policy. The procedures are required to cover all of the following:

- Direct that complainants and respondents shall be treated equitably by:
  - Offering supportive measures to the complainant;
  - Completing the District’s grievance process before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent.
  - Providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent that are designed to restore or preserve equal access to the District’s education program or activity, which may include the same individualized supportive measures;
  - Require an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence;
  - Provide that credibility determinations may not be based on a person’s status as a complainant, respondent, or witness;
  - Require that any individual designated by the District as a Title IX Coordinator, investigator, or decision-maker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent;
- Indicate that individuals selected by the District as Title IX Coordinators, investigators, and decision-makers have received training on:
  - The definition of sex-based harassment;
  - The scope of the District’s education program or activity;
  - How to conduct an investigation and the grievance process, including appeals;
  - How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias; and
  - Issues of relevance of questions and evidence, including when questions and evidence about the complainant’s sexual predisposition or prior sexual behavior are not relevant; and
  - Issues of relevance to create an investigative report that fairly summarizes relevant evidence;
- Provide the District webpage where the materials used to train the District’s Title IX Coordinators, investigators, and decision-makers is located;
- Include a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process;
- Include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals;<sup>3</sup>

- A process that allows for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action, which may include:
  - The absence of a party, a party’s advisor, or a witness;
  - Concurrent law enforcement activity; or
  - The need for language assistance or accommodation of disabilities;
- Describe the range of possible disciplinary sanctions and remedies or list the possible disciplinary sanctions and remedies that the District may implement following any determination of responsibility;
- State that the standard of evidence to be used to determine responsibility is the preponderance of the evidence standard;
- Include the procedures and permissible bases for the complainant and respondent to appeal;
- Describe the range of supportive measures available to complainants and respondents; and
- Indicate that the District shall not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege or use a party’s records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional’s or paraprofessional’s capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party unless the District obtains the parent, legal guardian, or other responsible adult of that party’s voluntary, written consent or that party’s voluntary, written consent if the party is over the age of eighteen (18) to do so for the grievance process.

While we have left the language from the definition for sex-based harassment from 34 C.F.R. § 106.30 requiring that the sexual conduct with an employee must be “unwelcome” in this policy, we have removed the word “unwelcome” from the student policy as A.C.A § 12-18-103 prohibits sexual conduct between district employees and students regardless of whether the student considers the sexual conduct to be welcome or unwelcome.

The mandatory minimum ten (10) days has been repealed. We have reduced the minimum amount of time to five (5) days to try and speed up the process while still providing a reasonable period of time for the parties to review and respond but you may select a different length of time as long as it is “reasonable”. Make sure that the number of days you include here matches with the time frame included in your procedures governing the grievance process.

The Title IX regulations allow for the use of the single investigator model, which is what we have included as the default here. We are still using the phrase “decision-maker” here to cover those times when the determination has to be delegated to someone else in order to prevent an actual conflict or the appearance of bias.

As A.C.A. § 6-18-502(c)(1)(B) provides that the superintendent has the authority to “modify the prescribed penalties for a student on a case-by-case basis”, we have left this appeal option in this policy in recognition that an employee may be subjected to sex discrimination or sex-based harassment by a

student. 34 C.F.R. § 106.45 requires that either party must have an equal opportunity to appeal for the stated reasons; therefore both the complainant and respondent have the right to appeal the initial decision-maker's disciplinary sanctions.

While the Family Educational Rights and Privacy Act (FERPA) ordinarily requires that documents containing information about more than one student be redacted so that a student may only view the portion of the educational record that is relevant to that particular student, 34 C.F.R. § 106.6 provides that FERPA does not apply to the extent necessary to provide due process to both parties involved in the grievance process; this includes allowing either party to review the names of the other party as well as any witnesses who have provided evidence relevant to the investigation.

The language here does not change an individual's rights under the IDEA, Section 504, or the ADA.

The preponderance of the evidence standard is the default standard for determination of responsibility.

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

All Co-op teaching personnel are expected to conscientiously execute their responsibilities to promote the health, safety, and welfare of the students under their care. Failure to do so may result in disciplinary action up to and including termination.

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

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

Passwords or security procedures are to be used as assigned, and confidentiality of student records is to be maintained at all times. Employees must not disable or bypass security procedures, compromise, attempt to compromise, or defeat the Co-op's technology network security, alter data without authorization, disclose passwords , or grant access to any computer not designated for outside use. It is the policy of this Co-op to equip each computer with Internet filtering software designed to prevent users from accessing material that is harmful. The Co-op Information Technology Security Officer or designee may authorize the disabling of the filter to enable access by an adult for a bona fide research or other lawful purpose.

Employees who misuse district-owned computers in any way, including excessive personal use, using computers for personal use during work time, using computers to violate any other policy, knowingly or negligently allowing unauthorized access, or using the computers to access or

create sexually explicit or pornographic text or graphics, will face disciplinary action, up to and including termination or non-renewal of the employment contract.

The employee is responsible for all technology in his/her possession in any off-site activity. Failure to ensure proper care and return of such equipment may result in the cooperative seeking financial restitution for such device. In addition, failure to properly adequately care for and/or return cooperative property may result in disciplinary action up to and including termination.

Employees are responsible for any costs charged to the Cooperative as a result of the use of any Cooperative device to access the internet when the employee is not utilizing the device for work purposes during work hours. Repeated incidence or failure to pay such expenses may lead to dismissal.

### **3.31—DRUG FREE WORKPLACE**

CRESC shall have a drug free workplace. It is, therefore, the cooperative's policy that Co-op employees are prohibited from the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances, illegal drugs, inhalants, alcohol, as well as inappropriate or illegal use of prescription drugs. Such actions are prohibited both while at work or in the performance of official duties while off Co-op property; violations of this policy will subject the employee to discipline, up to and including termination.

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 Co-op or Co-op-related activity, and the behavior of the employee, if under the influence, is such that it is inappropriate for a Co-op 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 any cooperative campus or at any school-sponsored or cooperative functions, including athletic events.

Possession, use or distribution of drug paraphernalia by any employee, whether or not engaged in Co-op or school-related activities, may subject the employee to discipline, up to and including termination. Possession in one's vehicle or in an area subject to the employee's control will be considered to be possession as though the substance were on the employee's person.

It shall not be necessary for an employee to test at a level demonstrating intoxication by any substance in order to be subject to the terms of this policy. Any physical manifestation of being under the influence of a substance may subject an employee to the terms of this policy. Those physical manifestations include, but are not limited to: unsteadiness; slurred speech; dilated or constricted pupils; incoherent and/or irrational speech; or the presence of an odor associated with a prohibited substance on one's breath or clothing.

Should an employee desire to provide the cooperative with the results of a blood, breath or urine analysis, such results will be taken into account by the 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 Co-op shall not request that the employee be tested, and the expense for such voluntary testing shall be borne by the employee.

Any incident at work resulting in injury to the employee requiring medical attention shall require the employee to submit to a drug test, which shall be paid at the worker's compensation carrier's expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of worker's compensation benefits in accordance with policy 3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION.

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/her 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 or her 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 Co-op property shall report the conviction within 5 calendar days to the Director. Within 10 days of receiving such notification, whether from the employee or any other source, the Co-op 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/she cannot properly perform his/her duties shall not report for duty. Any employee who reports for duty and is so impaired, as determined by his/her 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/her physician in order to adjust the medication, if possible, so that the employee may return to his/her job unimpaired. Should the employee attempt to return to work while impaired by prescription medications, for which the employee has a prescription, he/she 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/her 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 Co-op may require an employee to provide proof from his/her physician and/or pharmacist that the employee is lawfully able to receive such medication. Failure to provide such proof, to the satisfaction of the Director, may result in discipline, up to and including a recommendation of termination.

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

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

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

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

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

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

From time to time extra duties may be assigned to all personnel by the Director as circumstances dictate.

### **3.34—PERSONNEL CELL PHONE USE**

Co-op staff shall not be given cell phones or computers for any purpose other than their specific use associated with business. School employees who use Co-op issued cell phones and/or computers for non-school purposes, except as permitted by Co-op policy, shall be subject to discipline, up to and including termination. Co-op employees who are issued Co-op cell phones due to the requirements of their position may use the phone for personal use on an “as needed” basis provided it is not during times that limit job performance such as when presenting staff development.

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

No employee shall use any device for the purposes of browsing the internet; composing or reading emails and text messages; or making or answering phone calls while driving a motor vehicle which is in motion especially on any school property. Violation may result in disciplinary action up to and including termination.

Staff shall be liable for any and all costs (debts) incurred through their personal use of the Cooperative’s computers or the Internet including penalties for copyright violations.

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

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

### **3.40—PERSONNEL DUTIES AS MANDATED REPORTERS**

It is the statutory duty of licensed Co-op employees to:

- If the licensed employee has reasonable cause to suspect child abuse or maltreatment, then the licensed employee shall directly and personally report these suspicions to the Arkansas Child Abuse Hotline, by: calling 1-800-482-5964; by calling the child maltreatment hotline at 1-800-482-5964 and submitting a report through fax to the child maltreatment hotline; or if the employee can demonstrate that the child maltreatment, neglect, or abuse is not an emergency, then the employee may notify the child maltreatment hotline through submission of a fax only. Failure to report suspected child abuse, maltreatment, or neglect through the Hotline can lead to criminal prosecution and

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

- If the licensed 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 licensed employee in the ordinary course of his/her professional duties, then the licensed 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 Co-op or Co-op employee may prohibit or restrict an employee or volunteer from directly reporting suspected child abuse, 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.

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

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

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



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

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

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

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

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

### **3.42—OBTAINING and RELEASING STUDENT'S FREE AND REDUCED PRICE MEAL ELIGIBILITY INFORMATION**

#### **Obtaining Eligibility Information**

A fundamental underpinning of the National School Lunch and School Breakfast Programs (Programs) is that in their implementation, there will be no physical segregation of, discrimination against, or overt identification of children who are eligible for the Program's benefits. While the requirements of the Programs are defined in much greater detail in federal statutes and pertinent Code of Federal Regulations, this policy is designed to help employees understand prohibitions on how the student information is obtained and/or released through the Programs. Employees with the greatest responsibility for implementing and monitoring the Programs should obtain the training necessary to become fully aware of the nuances of their responsibilities.

The Co-op is required to inform households with children enrolled in District schools of the availability of the Programs and of how the household may apply for Program benefits. However, the District and anyone employed by the district is **strictly forbidden** from **requiring** any household or student within a household from submitting an application to participate in the program. There are NO exceptions to this prohibition and it would apply, for example, to the offer of incentives for completed forms, or disincentives or negative consequences for failing to

submit or complete an application. Put simply, federal law requires that the names of the children shall not be published, posted or announced in any manner.

In addition to potential federal criminal penalties that may be filed against a staff member who violates this prohibition, the employee shall be subject to discipline up to and including termination.

### **Releasing Eligibility Information**

As part of the Co-op's participation in the National School Lunch Program and the School Breakfast Program, the district collects eligibility data from its students. The data's confidentiality is very important and is governed by federal law. The Co-op has made the determination to release student eligibility status or information as permitted by law. Federal law governs how eligibility data may be released and to whom. The Co-op will take the following steps to ensure its confidentiality:

Some data may be released to government agencies or programs authorized by law to receive such data without parental consent, while other data may only be released after obtaining parental consent. In both instances, allowable information shall only be released on a need to know basis to individuals authorized to receive the data. The recipients shall sign an agreement with the district specifying the names or titles of the persons who may have access to the eligibility information. The agreement shall further specify the specific purpose(s) for which the data will be used and how the recipient(s) shall protect the data from further, unauthorized disclosures.

The Director shall designate the staff member(s) responsible for making eligibility determinations. Release of eligibility information to other district staff shall be limited to as few individuals as possible who shall have a specific need to know such information to perform their job responsibilities. Principals, counselors, teachers, and administrators shall not have routine access to eligibility information or status.

Each staff person with access to individual eligibility information shall be notified of their personal liability for its unauthorized disclosure and shall receive appropriate training on the laws governing the restrictions of such information.

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

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

### **3.44—PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION**

The Co-op provides Workers' Compensation (WC) 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 business manager. An injured employee must fill out a Form N and the employee's supervisor will determine whether to report the claim or to file the paperwork if the injury requires neither medical treatment or lost work time. While many injuries will require no medical treatment or time lost at work, should the need for treatment arise later, it is important that there be a record that the injury occurred. All employees have a duty to provide information and make statements as requested for the purposes of the claim assessment and investigation.

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

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

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

For injuries requiring medical attention, the district will exercise its right to designate the initial treating physician and an injured employee will be directed to seek medical attention, if necessary, from a specific physician or clinic. In addition, employees whose injuries require medical attention shall submit to a drug test, which shall be paid at the Co-op's WC carrier's expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of WC benefits.

A WC absence may run concurrently with FMLA leave (policy 3.32) when the injury is one that meets the criteria for a serious health condition. To the extent that WC 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 WC injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent job, the employee may decline the District's offer of a "light duty job." As a result, the employee may lose his/her WC payments, but for the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

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

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

- Will be charged for a day's sick leave for all days missed until such time as the WC claim has been approved or denied;
- Whose WC claim is accepted by the WC insurance carrier as compensable and who is absent for eight (8) or more days shall be charged sick leave at the rate necessary, when combined with WC benefits, to bring the total amount of combined income up to 100% of the employee's usual contracted daily rate of pay;
- Whose WC claim is accepted by the WC insurance carrier as compensable and is absent for fourteen (14) or more days will be credited back that portion of sick leave for the first seven (7) days of absence that is not necessary to have brought the total amount of combined income up to 100% of the employee's usual contracted gross pay.

### **3.45—PERSONNEL SOCIAL NETWORKING AND ETHICS**

#### **Definitions**

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

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

Blogs: are a type of networking and can be either social or professional in their orientation. Professional blogs are encouraged and can provide a place for teachers to post homework, keep parents up-to-date, and interact with students concerning school related activities. Social blogs are discouraged to the extent they involve teachers and students in a non-education oriented format.

#### **Policy**

Technology used appropriately gives faculty new opportunities to engage students. Co-op staff are encouraged to use educational technology, the Internet, and professional/education social

networks to raise student achievement and to improve communication with teachers, parents and students. Technology and social media accounts also offer staff many ways they can present themselves unprofessionally and/or interact with students inappropriately.

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

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

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

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

Co-op employees may set up blogs and other professional/education social media accounts using Co-op resources and following Co-op guidelines to promote communications with students, parents, and the community concerning school-related or Cooperative related activities and for the purpose of supplementing classroom instruction. Accessing professional/education social media during school hours is permitted.

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

Whether permitted or not specifically forbidden by policy, or when expressed in an adult-to-adult, face-to-face context, what in other mediums of expression could remain private opinions, including “likes” or comments that endorse or support the message or speech of another person, when expressed by staff on a social media website, have the potential to be disseminated far beyond the speaker’s desire or intention. This could undermine the public’s perception of the individual’s fitness to educate students or teachers, thus undermining effectiveness. In this way, the expression and publication of such opinions could potentially lead to disciplinary action being taken against the staff member, up to and including termination or nonrenewal of the contract of employment.

Accessing social media websites for personal use during work hours is prohibited, except during breaks. Staff are discouraged from accessing social media websites on personal equipment during their breaks and/or preparation periods because, while this is not prohibited, it may give the public the appearance that such access is occurring during work time. Staff shall not access social media websites using district equipment at any time, including during breaks or preparation periods, except in an emergency situation or with the express prior permission of school administration. All employees who participate in social media websites shall not post any school district data, documents, photographs taken at schools or of students, logos, or other district owned or created information on any website. Further, the posting of any private or confidential school district or Cooperative material on such websites is strictly prohibited.

Specifically, the following forms of technology based interactivity or connectivity are expressly permitted or forbidden:

### **Privacy of Employee's Social Media Accounts**

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

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

CRESC may require an employee to disclose his or her username and/or password to a personal social media account if the employee’s personal social media account activity is reasonably believed to be relevant to the investigation of an allegation of an employee violating district policy; local laws; state laws and rules; or federal laws and regulations. If such an investigation occurs, and the employee refuses, upon request, to supply the username and/or password required to make an investigation, disciplinary action may be taken against the employee, which

could include termination or nonrenewal of the employee's contract of employment with the Cooperative.

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

In the event that the Cooperative inadvertently obtains access to information that would enable the Cooperative to have access to an employee's personal social media account, the district will not use this information to gain access to the employee's social media account. However, disciplinary action may be taken against an employee in accord with other Cooperative's policy for using Cooperative equipment or network capability to access such an account. Employees have no expectation of privacy in their use of Cooperative issued computers, other electronic device, or use of the CRESC network. (See policy 3.28—LICENSED PERSONNEL COMPUTER USE POLICY)

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

From time to time, staff members may collect funds in the course of their employment. It is the responsibility of any staff member to deposit such funds they have collected into the appropriate accounts for which they have been collected. The Director or his/her designee shall be responsible for determining the need for receipts for funds collected and other record keeping requirements and of notifying staff of the requirements.

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

### **3.52—WRITTEN CODE OF CONDUCT FOR EMPLOYEES INVOLVED IN PROCUREMENT WITH FEDERAL FUNDS**

For purposes of this policy, "Family member" includes:

- 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 as an agent of the individual's spouse

No Cooperative employee, administrator, official, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds, if a conflict of interest exists,

whether the conflict is real or apparent. Conflicts of interest arise when one or more of the following has a financial or other interest in the entity selected for the contract:

1. The employee, administrator, official, or agent;
2. Any family member of the District employee, administrator, official, or agent;
3. The employee, administrator, official, or agent's partner; or
4. An organization that currently employs or is about to employ one of the above.

Employees, administrators, officials, or agents shall not solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements including, but not limited to:

- a. Entertainment;
- b. Hotel rooms;
- c. Transportation;
- d. Gifts;
- e. Meals; or
- f. Items of more than \$100 value (e.g. calendar or coffee mug).

Violations of the Code of Conduct shall result in discipline, up to and including termination. The Co-op reserves the right to pursue legal action for violations.

All District personnel involved in purchases with Federal funds, shall receive training on the Code of Conduct. Training should include guidance about how to respond when a gratuity, favor, or item with monetary value is offered.

### **3.55—PERSONNEL USE OF PERSONAL PROTECTIVE EQUIPMENT**

Employees whose job duties require the use or wearing of Personal Protective Equipment (PPE) shall use or wear the prescribed PPE at all times while performing job duties that expose employees to potential injury or illness. Examples of PPE include, but are not limited to:

- Head and face protection:
  - Hard hat;
  - Bump cap;
  - Welding helmet;
  - Safety goggles;
  - Safety glasses;
  - Face shield;
- Respiratory protection:
  - Dust/mist mask;
  - Half-face canister respirators;
- Hearing protection:



- Ear plugs;
- Ear muffs;
- Hand protection, which is based on hazard exposure(s) and type(s) of protection needed:
  - Leather;
  - Latex;
  - Rubber;
  - Nitrile;
  - Kevlar;
  - Cotton;
- Body protection:
  - Welding apron;
  - Welding jackets;
  - Coveralls/Tyvek suits;
- Foot Protection:
  - Metatarsal protection;
  - Steel toed boots/shoes;
  - Slip resistant shoes;
- Fall Protection:
  - Belts, harnesses, lanyards;
  - Skylight protection;
  - Safe ladders;
  - Scissor lifts.

Employees operating a Co-op owned vehicle that is equipped with seat belts for the operator shall be secured by the seat belt at all times the employee is operating the vehicle. If the vehicle is equipped with seat belts for passengers, the employee operating the vehicle shall not put the vehicle into motion until all passengers are secured by a seat belt. Employees traveling in, but not operating, a school owned vehicle that is equipped with seat belts for passengers shall be secured by a seat belt at all times the vehicle is in motion.

Employees who fail to use or wear the prescribed PPE required by their job duties put themselves and co-workers at risk of sustaining personal injuries. Employees who are found to be performing job duties without using or wearing the necessary PPE required by the employee's job duties may be disciplined, up to and including termination.

A supervisor may be disciplined, up to and including termination, if the supervisor:

1. Fails to ensure the employee has the prescribed PPE before the employee assumes job duties requiring such equipment;
2. Fails to provide an employee replacement PPE when necessary in order for the employee to continue to perform the job duties that require the PPE; or
3. Instructs the employee to perform the employee's job duties without the prescribed PPE required by those job duties.

An employee shall **not** be disciplined for refusing to perform job duties that require the employee to use/wear PPE if:

- a. The employee has not been provided the prescribed PPE; or
- b. The PPE provided to the employee is damaged or worn to the extent that the PPE would not provide adequate protection to the employee.

An employee's immediate Supervisor is responsible for providing the employee training on the proper use, care, and maintenance of any and all PPE that the employee may be required to use.

## **Crowley's Ridge Educational Service Cooperative (CRESC)**

### **Early Childhood Special Education Procedures**

#### **Tracking Students Receiving Early Childhood Special Education Services:**

##### **Cooperation with other Agencies/EIDT Centers**

CRESC recognizes that it has the responsibility to monitor the implementation of a student's IEP and the provision of services to a student at other agencies or EIDT Centers.

If the other agency or EIDT Center fails to provide the services described in a student's IEP, violates the parties' MOU, or otherwise interferes with CRESC's ability to provide FAPE to a student, then CRESC will document all efforts to address the concern with the other agency/EIDT Center, and convene an IEP meeting to identify alternative strategies to meet the objectives for the student set out in the IEP and consider the need for compensatory services.

If a student begins receiving service in a different location than specified in the student's IEP, CRESC should promptly hold an IEP meeting to determine whether a change in placement has occurred.

CRESC staff should regularly request updates from other agency or EIDT Center staff concerning student assessments, evaluations, and progress and document those communication requests.

##### **5.20.1—WEBSITE PRIVACY POLICY**

The CRESC School District operates and maintains a website for the purpose of informing the citizens of the district about its activities. The website does not use "cookies" or ISP addresses to collect or retain personally identifying information about visitors to its website nor is any such information given to "third parties." Any data collected is used solely for the purpose of monitoring site activity to help the district improve the usefulness of the site to its visitors.

The site serves no commercial purpose and does not collect any information from individuals for such purpose.

Photographs of students, when associated with the student's name, shall not be displayed on any page of the district's website without the prior written consent of the parent (or the student if 18 or older).

The site provides for email communication between the CRESC and individuals for the purpose of exchanging information regarding the CRESC and its activities or between teachers and their students. The site may also provide for password protected communication between the District and its staff.