

South Central Service Cooperative

Personnel Policies

for

2013-2014

The Board of Directors of South Central Service Cooperative approved all personnel policies and salary schedules contained within this manual.

South Central Service Cooperative

2235 California Avenue SW
Camden, AR 71701

Director's Office

April 30, 2013

To: Employees

Re: Personnel Policies – (Revision Approved April 25, 2013)

You are being provided pages of Personnel Policies of the South Central Service Cooperative that include revisions approved by the board on April 25, 2013. SCSC Personnel Policies for 2013-2014 are a part of the conditions of your employment, as stated on your employment contract. It is very important that you read the personnel policy manual in its entirety and be familiar with the contents. Please replace your existing 2012-2013 policy manual with the enclosed 2013-2014 policy manual.

If changes and/or additions occur in the personnel policies, you will either be given a copy of those changes, or you will be given a completely new policy handbook. Changes/deletions are to be appropriately inserted in your policy handbook as received. It is your responsibility to keep your handbook up to date at all times. If you have any questions, please do not hesitate to ask.

Sign below verifying that you have received your policy revisions and return the original with signatures to Marsha Daniels, SCSC Director, no later than Friday, May 31, 2013.

I have received and read a copy of the South Central Service Cooperative Personnel Policies Handbook.

Employee's Signature

Date

I have received and read a copy of the South Central Service Cooperative Acceptable Computer Use Policy and the Internet Safety Policy. I agree to abide by these policies.

Employee's Signature

Date

The Board of Directors of South Central Service Cooperative approved all personnel policies and salary schedules contained within this manual.

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Family Leave Time

Any cooperative employee may use his/her vacation time and/or sick days for family leave time for the birth or adoption of a child. When all vacation time and/or sick days have been used, the cooperative employee may take more time for family leave time, but his/her regular pay rate per hour or per day will be deducted for all the time the employee is absent from work. "Nothing in this subsection shall be construed to prevent SCSC from considering paid leave time to also be considered to be unpaid FMLA time under SCSC FMLA policy. See FMLA Policy."

Maternity Leave

Maternity leave is treated as any other leave for illness.

Personal Leave Days

The South Central Service Cooperative permits each employee who works at least 190 days per year two days for personal business. If an employee uses additional personal leave days, the employee's daily rate of pay will be deducted from his/her check. Personal leave days cannot be carried forward into the next contract year. They must be used within the fiscal year when accrued, if not, they are lost.

Sick Leave

The Board of Directors of the South Central Service Cooperative shall grant to every full-time employee one day per month worked for sick leave. A day will be accrued on the last working day of each month. Sick leave can be taken for personal illness or illness in the immediate family which includes spouse, children, parents, grandchildren, sons-in-law, daughters-in-law, brothers, sisters, and grandparents. The cooperative office shall maintain a record of sick leave used and accumulated to a maximum of 120 days. The director may require a statement from a medical doctor or other acceptable proof that the employee was unable to work so that there will be no abuse of sick leave privileges. Upon proper verification in writing from the previous employing school district or state agency, an employee employed by the Cooperative may transfer up to 90 days of sick leave from another school district in Arkansas or the Arkansas Department of Education or another Arkansas cooperative.

Vacations

All personnel employed on a 240-day contract earn vacation time as set by the SCSC Board of Directors. Such vacation time shall be earned at the rate of one day per month. Vacation days can accumulate to twelve days, but no more than twelve days can be accumulated. All vacation days accumulated in a contract year must be used by December 31 of the following contract year, i.e. for July 1, 2013, through June 30, 2014, vacation days carried over must be used by December 31, 2014. Vacation days are to be accounted for on leave forms and on individuals' Outlook calendars. Because of the extreme workload on all employees conducting and supporting workshops for schools during June, July, and August, employees will request vacation days at least 3 days in advance in writing to the director.

Initial Adoption:

Last Revision: March 28, 2013

Last Adoption: April 25, 2013

No Pay For Accrued But Unpaid Leave Time

An employee shall not be paid upon termination of employment for any reason (including, but not limited to, resignation, retirement, discharge, non-renewal, death) for sick leave days accrued, but not used by the employee at the time of termination.

Initial Adoption: March 28, 2013

Last Revision:

Last Adoption: April 25, 2013

Conferences and Visitations

The Board of Directors authorizes the director to grant professional attendance at conferences, workshops, and other out-of-town or state activities as she determines necessary to achieve the goals and to meet the needs of the cooperative. All travel out of the co-op area, which includes Calhoun, Columbia, Ouachita, and Union Counties, requires an approved travel permit prior to the travel. The director has authority to disallow reimbursement of expenses if an employee fails to complete a travel permit prior to out-of-co-op area travel. In order to be reimbursable, out-of-state trips for the co-op must be pre-approved by the director.

Salary Deductions

Salary deductions, which are considered statutory, shall be deducted in accordance with applicable laws and regulations.

Holidays

Holidays are listed on the SCSC calendar yearly.

Personnel Records

The cooperative shall require complete and current personnel records on all employees. All information contained in an employee's records shall be considered confidential and shall not be transmitted to other persons or agencies without written approval by the employee, or as subpoenaed by legal authorities. It shall be the responsibility of each employee to ensure that his/her personnel files are complete and current in compliance with established board procedures. The employee may obtain a copy of the files by paying the copying cost and by signing a records release form. The employee may submit for inclusion in the file any written information in response to any of the information contained in the file.

Suspension, Non-Renewal, and Termination

Suspension, non-renewal, and termination of personnel shall be conducted in accordance with the Arkansas Acts and Statutes currently in force.

Travel Expenses

The Board of Directors of the South Central Service Cooperative authorizes the reimbursement for professional personnel for travel expense, overnight lodging and meals incurred as a requirement of their jobs. Reimbursement may be made for travel, meals, and lodging which is at the request of, or has received prior approval from the director and the employee's immediate supervisor. Such reimbursement shall be at the current state rate per mile. Reimbursement for meals shall be limited to a total daily cost of \$39. These limits can be exceeded with the approval of the director prior to the time the expense is incurred. Motel reservations shall be approved by the director or his/her designee. The

director shall set the limits for motel rooms according to the region, season, and event. Meals, travel, lodging cannot be claimed within the city or town designated as the traveler's official workstation. Itemized receipts are required for reimbursement of all expenses. In the event receipts are lost, the director may approve reimbursement if she can determine the expenses were incurred. Travel reimbursement requests must be submitted within 60 days of the date that the expenses were initially incurred; reimbursement requests that are made on expenses incurred more than 60 days will be denied. The director may override this denial if there is cause to do so.

Initial Adoption:

Last Revision:

Last Adoption: April 25, 2013

SOUTH CENTRAL SERVICE COOPERATIVE

Reimbursement Guidelines

Expenses will be reimbursed **ONLY** for co-op sponsored or co-op approved workshops. Funding must be available in the account designated on the travel permit in order to reimburse expenses. All travel must be pre-approved with a travel permit/requisition form which is signed by the bookkeeper stating that funding is available to pay reimbursable expenses and by the co-op director.

Travel reimbursement is the current state rate per mile from the school or other assigned station (not your home, unless your home is closer) to the meeting place. (Ask bookkeeper for current rate.) Use www.googlemaps.com and select shortest distance or use the approved map mileage chart.

For overnight travel, meal reimbursement is \$39.00 per day. The first and last calendar day of travel is calculated at 75% of the \$39.00 per day allocation. Tips are **NOT** reimbursable. Itemized receipts for meals must accompany all travel reimbursement forms. Alcoholic beverages are not reimbursable and may not appear on the receipt.

Parking will be reimbursed based on a parking receipt. Valet parking is **NOT** reimbursable, unless approved by the director. Written explanation must be attached.

Registration fees will be reimbursed. All TR-1 forms must be accompanied by an agenda for the meeting attended or by other forms of appropriate documentation.

Lodging expenses will be paid including taxes per night per person. Hotel expenses totaling over \$125 per night per person must be pre-approved by the co-op director.

There will be no reimbursement for entertainment, alcoholic beverages, and materials not required for the workshops (such as videos, books, etc.) or for sight-seeing trips.

All rental cars/taxi cabs must be pre-approved by the director prior to out-of-state travel.

Receipts and logs for reimbursable items **MUST** accompany all travel forms. Out-of-state travel expenses must be pre-approved by the co-op director.

Initial Adoption:

Last Revision: March 9, 2012

Last Adoption: April 25, 2013

Travel Expense Reimbursement Form, TR-1E

Proof of current liability insurance, vehicle registration, and proof of drivers license must be on file.

DEPARTMENT _____
 NAME OF PAYEE _____
 ADDRESS _____

OFFICIAL STATION _____
 LICENSE PLATE NUMBER _____

DETAILED EXPENDITURES OTHER THAN MILEAGE							MILEAGE						
DATE	NAME OF TOWN VISITED	REASON FOR TRAVEL	HOTEL ROOM	MEALS	INCIDENTALS	TOTAL PER DAY	Starting Location	Start Odometer or MapQuest	Ending Location	Ending Odometer	MILEAGE DRIVEN	RATE PER MILE	AMOUNT CLAIMED
						\$0.00						0.42	\$0.00
						\$0.00						0.42	\$0.00
						\$0.00						0.42	\$0.00
						\$0.00						0.42	\$0.00
						\$0.00						0.42	\$0.00
						\$0.00						0.42	\$0.00
						\$0.00						0.42	\$0.00
						\$0.00						0.42	\$0.00
						\$0.00						0.42	\$0.00
						\$0.00						0.42	\$0.00
						\$0.00						0.42	\$0.00
						\$0.00						0.42	\$0.00
						\$0.00						0.42	\$0.00
						\$0.00						0.42	\$0.00
						\$0.00						0.42	\$0.00
						\$0.00						0.42	\$0.00
						\$0.00						0.42	\$0.00
Sub-Totals			0.00	0.00	0.00	\$0.00	TOTALS FOR MILEAGE				0	0.42	\$0.00

Incidentals

(1) Postage (2) Parking Fee (3) Registration Fee (4) Emergency Car Repairs (5) Guide Service for the Blind
 (6) Minor Purchases (7) Meals for State Guests and Wards of the State (8) Taxi (9) Common Carrier (10)
 Telephone (11) Other (Explain)

I hold a valid Arkansas Driver's License # _____ and maintain liability insurance coverage on the automobile I drive with minimum limits of \$25,000/50,000/15,000.

I hereby swear the information provided on this form is true.

Sub-Total: \$0.00
Mileage Claimed: \$0.00
Total Claimed: \$0.00

Approved: _____
 (Travel Supervisor)

 (Signature of Traveler) (Title)

Grievance Procedure

- I. Definitions
 - A. “Grievance” means any concern related to personnel policy, salary, federal or state laws and regulations, or terms or conditions of employment raised by an employee.
 - B. “Employee” means a person employed by the South Central Service Cooperative under a written contract.
 - C. “Immediate Supervisor” is that employee possessing administrative authority to direct the activities of the grievant.
- II. Procedure – All grievances shall be handled in accordance with the following procedure:
 - A. Step 1 – Any employee shall promptly present to the employee’s immediate supervisor the grievance in writing. Such notice shall be presented no later than ten working days after the date on which the alleged grievance occurred. The employee and his immediate supervisor shall make a proper disposition of the grievance, and the supervisor shall reply to the employee in writing within ten working days following the disposition of the grievance. If the employee does not submit the grievance within the time limits prescribed, the employee shall have no further rights with respect to the grievance.
 - B. Step 2 – If the employee wishes to appeal the decision in Step 1, the appeal must be presented to the director in writing within ten working days of the receipt of the Step 1 decision. A copy of the Step 2 appeal, together with the Step 1 decision, must be simultaneously submitted to the director. The director shall schedule a meeting with the employee within ten working days to attempt to resolve the grievance. Notice of the Step 2 conference with the employee shall be mailed to the employee by licensed mail. Unless the grievance shall be so appealed, it shall be deemed to have been settled, and the employee shall have no further right with respect to the grievance.
 - C. Step 3 – If the employee wishes to appeal the decision in Step 2, the appeal must be presented to the director within ten working days of the receipt of the Step 2 decision. A copy of the Step 3 appeal together with the copies of the grievance, the Step 1 and Step 2 decisions, and the name of the representative of the employee, if any, must be simultaneously submitted to the director. The employee’s appearance to present his appeal before the board will be scheduled at the regularly scheduled board meeting unless both parties agree to a different date. The hearing shall be open or closed at the discretion of the employee. If the hearing is open, the parent or guardian of any student under the age of eighteen who gives testimony may elect to have the student’s testimony given in closed session. The grievant may be represented by a person of his own choosing, but not by a member of the grievant’s immediate family at any step in the procedure. At the hearing, the employee shall have an adequate opportunity to present the grievance but no more than ninety minutes, and both parties shall have the opportunity to present and to question witnesses within the ninety minutes. The board and administration shall have no more than ninety minutes to present, and the grievant or his representative may question each administrator making a statement followed by questions by the board within the ninety minutes.

When the open hearing has concluded, the board of directors will make a motion and a second and then vote. If the hearing has been closed at the request of the grievant, then the board may discuss the grievance. When the decision has been made, the board will go into public session for the motion, second, and vote. The grievant will be provided a copy of the board’s decision in writing.

Initial Adoption:

Last Revision:

Last Adoption: April 25, 2013

Grievance Report

First Report of Incident:

Grievant: _____

Supervisor: _____

Date: _____

Description of Incident:

Names of Witnesses: _____

Signature: _____

Grievance Response

Step 1 Response:

Supervisor: _____

Grievance Filed by: _____

Date: _____

Decision:

Signature of Supervisor: _____

Grievance Appeal

Step 2 Appeal:

Grievance Appeal Filed by: _____

Date: _____

Request to the Co-Op Director:

Signature: _____

Director's Grievance Decision – Step 2

Co-Op Director's Response to: _____

Date: _____

Co-Op Director's Decision:

Signature of Co-Op Director: _____

Grievance Appeal – Step 3

Step 3 Appeal

Grievance Appeal Filed by: _____

Date: _____

Request to the Co-Op Director:

Signature: _____

Board of Director’s Grievance Decision

Step 3 Decision on Grievance Filed by: _____

Date: _____

Board of Director’s Response:

Signature, SCSC Board President

Signature, SCSC Board Secretary

Purchase of Commodities Policy

All purchases of commodities by co-op employees shall be made by requisition. A requisition form shall be completed by the employee and submitted to his/her supervisor for approval. The purchasing procedure has been posted on line for employees' convenience. All employees should follow that procedure. Any purchase made without a prior approved requisition form shall not be paid for by the co-op. The employee making the purchase will be liable for the amount of the purchase. No reimbursement from the co-op will be made.

Co-op supervisors or coordinators may make purchases with an approved requisition for commodities included in their approved department budgets according to Arkansas School Law 6-21-304:

(a)(1) All purchases of commodities by any school district, except those specifically exempted by § 6-21-305, shall be made as follows:

(A) In each instance in which the estimated purchase price shall equal or exceed ten thousand dollars (\$10,000), the commodity shall be procured by soliciting bids, provided that the purchasing official may reject all bids and may purchase the commodity by negotiating a contract. If the purchasing official, after rejecting all bids, determines that the purchase should be made by negotiation, then each responsible bidder who submitted a bid shall be notified of the determination and shall be given a reasonable opportunity to negotiate;

(B) Open market purchases may be made where the purchase price is less than ten thousand dollars (\$10,000); and

(C) No purchasing official shall parcel or split any item or items with the intent or purpose to enable the purchase to be made under a less restrictive procedure.

(2)(A) In soliciting bids for the purchase of a commodity, a school district or a person or organization acting on behalf of a school district shall not impose qualifications or specifications that unreasonably restrict competition for the purchase of a commodity.

(B)(i) As used in this subdivision, "specifications" means a technical description or other description of the physical or functional characteristics of a commodity.

(ii) Specifications shall not include the name or identity of any specific vendor.

(3)(A) A school district shall notify in writing all actual or prospective bidders, offerors, or contractors who make a written request to the school district for notification of opportunities to bid.

(B) Notice under subdivision (a)(3)(A) of this section shall be provided in sufficient time to allow actual or prospective bidders, offerors, or contractors to submit a bid or otherwise appropriate response.

(4)(A) Any competitive bid submitted to a school district in response to a solicitation for bids for the purchase of a commodity shall be accompanied by a form substantially similar to the following that is signed and notarized by the agent of the bidder:

South Central Service Cooperative
Ouachita County

I, _____, hereby state:

(1) I am the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among and between bidders and state officials, as well as facts pertaining to the giving or offering of things of value to government personnel in return of special consideration in the awarding of any contract pursuant to the bid to which this statement is attached.

(2) I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of the bid.

(3) Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

(A) To any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;

(B) To any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of the prospective contract; or

(C) in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the awarding of a contract.

(4) I hereby guarantee that the specifications outlined in the bid shall be followed as specified and that deviation from the specification shall occur only as part of a formal change process approved by the board of directors for the co-op.

Signature

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

Exemptions from bidding requirements: A.C.A. §6-21-305

“(a) The following commodities may be purchased without soliciting bids:

(1)(A) Commodities in instances of an unforeseen and unavoidable emergency.

(B) Provided, no emergency purchase shall be approved by the superintendent unless a statement in writing shall be attached to the purchase order describing the emergency necessitating the purchase of the commodity without competitive bidding;

(2) Commodities available only from the federal government;

(3) Utility services, the rates for which are subject to regulation by a state agency or a federal regulatory agency;

(4) With the exception of used school buses, used equipment and machinery; and

(5) Commodities available only from a single source.

(b) However, the purchasing official must determine in writing that it is not practicable to use other than the required or designated commodity or service, and a copy of this statement shall be attached to the purchase order.”

Supervisors or coordinators of the co-op must receive approval in writing from the co-op director before making purchases \$1,000 or more.

All SCSC employees are required to follow state law in the purchasing process. See “Bidding Procedure” which is a part of the SCSC on-line resources for employees. Also be sure to use the “Bid Justification” form when necessary. This form is on-line for all employees as well.

Initial Adoption:

Last Revision:

Last Adoption: April 25, 2013

South Central Education Service Cooperative

Acceptable Use Policy

South Central Education Service Cooperative offers access to the Cooperative's computer network for electronic mail and Internet to Cooperative employees. To gain access to e-mail and the Internet, all employees must agree and sign this form.

The following policy for acceptable use of computers, networks, and system resources, including the Internet, shall apply to all South Central Education Service Cooperative administrators, faculty, and staff as well as any state or educational employees housed at South Central Education Service Cooperative or working offsite using Cooperative Computer and Network resources. All technology equipment shall be used under the supervision of the site administrator. Any user who violates any condition of this policy is subject to disciplinary action or administrative sanctions as specified in the Personnel Policy Handbook.

Computer and Password Protection

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

Inappropriate usage

6. Use of non-instructional / non-administrative Internet games, is prohibited. This includes, but is not limited to, personal use of streaming media such as online radio stations or video broadcasts. (Short newsworthy video clips are allowed)
7. 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.
8. Users may not download, upload, install, or otherwise use programs or software not directly related to their work prior to permission from the South Central Education Service Cooperative Technology Department. This includes, but is not limited to, executing "portable" applications located on mobile media or devices.
9. Users shall not use the system for illegal purposes, in support of illegal activities, or for any other activity prohibited by district policy and guidelines.
10. 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.
11. Users shall not use system resources to purposefully distribute, create, or copy messages or materials that are abusive, obscene, sexually oriented, threatening, harassing, or illegal.

12. Users shall not use system resources to purposefully access materials that are abusive, obscene, sexually oriented, threatening, harassing, or illegal. The State of Arkansas provides filtering mechanisms to help prevent accidental access to such materials; however, filters are not all-inclusive and will not block all inappropriate sites. In the event that accidental access to prohibited materials occurs, users are expected to immediately discontinue such access and report the incident to the supervising teacher or site administrator.
13. South Central Education Service Cooperative does not support personal equipment or software. Users shall not install personal software on South Central Education Service Cooperative owned computers (Home Network Connection Software is permitted).
14. 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.
15. Users with South Central Education Service Cooperative e-mail access shall not waste district resources through inappropriate use of the network including use of South Central Education Service Cooperative group e-mail distribution lists to send non-administrative or non-instructional messages to other users (e.g. chain letters, broadcast messages, and personal advertisements).
16. Limited personal use of the system shall be permitted if the use imposes no tangible cost on the district, does not unduly burden South Central Education Service Cooperative's computer or network resources, and has no adverse effect on an employee's job performance.
17. Users who identify or know of a security problem on the system must notify a System Administrator, Principal, or teacher immediately and must not demonstrate or verbalize the security problem to other users.
18. Users should be aware that the inappropriate use of electronic information resources could be a violation of local, state or federal laws. Violations can lead to prosecution.
19. Peer to Peer (file sharing) programs (Limewire, Kazaa, and others) **are prohibited** on the South Central Education Service Cooperative network and on Cooperative computers used for the purpose of illegally downloading or uploading media.
20. Users will not connect personal computing or networking equipment to any district owned computer or network resource. This includes, but is not limited to, personal laptops, switches/hubs, wireless access points, cable/DSL routers, etc, unless written permission is granted by the South Central Education Service Cooperative Technology Department.

Computer Security, Access, and Logins

21. Users shall not bypass or attempt to bypass the Cooperative's security measures through means such as, but not limited to, online proxies, bootable media, IP spoofing, etc.
22. Users shall not intentionally damage the system, damage information belonging to others, misuse system resources, or allow others to misuse system resources.
23. Users shall not alter or vandalize computers, networks, printers, or other associated equipment and system resources. Alteration or vandalism includes, but is not limited to, removal of parts, intentional destruction of equipment, attempting to degrade or disrupt system performance, or attempting to make system resources unusable.
24. Users shall not relocate or remove technology equipment (hardware or software) from its location without permission from the South Central Education Service Cooperative Technology Department.

25. Users shall not use system resources to distribute or provide personal information or addresses that others may use inappropriately.
26. Users should be aware that electronic mail (e-mail) and all other files stored on South Central Education Service Cooperative's network are the property of South Central Education Service Cooperative. Users should not send any messages or create any files that they would not want to be made public. Space restrictions will be implemented according to district guidelines.
27. Users shall maintain a strong password on South Central Education Service Cooperative computers, email system, and any other network logins at all times. A strong password is at least 8 characters long and contains at least 3 different types of characters. (e.g. Name321*, this example has four different characters and 8 total characters)
28. Student, staff and client information shall be safely guarded. Laptops will contain encrypted areas or will have full disk encryption. All student, staff, and client personal information shall be kept in the encrypted areas.

User Privacy

29. Users should not expect privacy in the contents of their personal files on the Cooperative's network or permissible personal computers used at the Cooperative; they must realize that any information stored electronically on Cooperative-owned equipment is subject to Arkansas' Freedom of Information Act and any permissible personal computer is required by this agreement to be subject to the same regulations. The Cooperative reserves the right to monitor, inspect, copy, review and store at any time and without prior notice, any and all usage of the computer network and/or internet usage.

CONSEQUENCES FOR VIOLATION OF THIS POLICY MAY INCLUDE ONE, SOME, OR ALL OF THE FOLLOWING:

- Revocation, suspension, or limitation of access to the system;
- Revocation of the computer system account;
- Disciplinary action up to and including discharge, consistent with SCSC policies and due process; and/or,
- Referral to an appropriate law enforcement agency.

As a user of the Education Service Cooperative ESC computer network, I hereby agree to comply with the above stated rules for using the Internet, networked and stand alone computers and other coop technology equipment.

Name: _____

Title: _____

Signature: _____

Date: _____

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

Initial Adoption: June 26, 2008
Last Revision: March 14, 2012
Last Adoption: April 25, 2013

South Central Service Co-op

Internet Safety Policy

South Central Service Cooperative (SCSC) offers services to schools that provide professional development to educators and support to schools in their region. SCSC makes computers and other devices such as iPads, iPods, etc. and/or computer Internet access available to 3-5 year-old students through the SCSC ABC preschools and through the SCSC Early Childhood Special Education program. The intent is to allow students to use instructional games, applications, etc. and to allow students to learn how to use computer technology. Use of Co-Op computers and similar devices is for educational and/or instructional purposes only. It is the policy of the Co-Op to equip each computer with Internet filtering software designed to prevent users from accessing material that is harmful to minors. Measures are put into place to prevent access to sites inappropriate for young viewers.

Student use of computers and other similar devices shall only be directed or assigned by staff or teachers; students are advised that they enjoy no expectation of privacy in any aspect of their computer use, including email, and that monitoring of student computer use is continuous. Students who misuse computers and other related devices that are the property of SCSC or who misuse Internet access in any way, including using computers to violate any other policy will face disciplinary action. All computer users must comply with the SCSC Acceptable Use Policy as well when they utilize SCSC computers and other electronic equipment belonging to SCSC.

It is the policy of the SCSC to: (a) prevent user access over its computer network to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) prevent unauthorized access and other unlawful online activity; (c) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors.

In an effort to help protect student welfare when they navigate the Internet, the SCSC will work to educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyber bullying awareness and response.

Access to Inappropriate Material

Technology protection measure (or "Internet Filters") shall be used to block or filter Internet, or other forms of electronic communications, and access to inappropriate information.

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

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

Inappropriate Network Usage

Steps shall be taken to promote the safety and security of users of the SCSC's online network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications. Specific steps, as required by the Children's Internet Protection Act, shall include:

- a. Education of Minors on appropriate online behavior, including interacting with other individuals on social networking websites.
- b. Cyber bullying Awareness
- c. Cyber bullying Response
- d. Access by minors to inappropriate matter on the Internet and World Wide Web
- e. The safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications
- f. Unauthorized access including "hacking" and other unlawful activities by minors online
- g. Unauthorized disclosure, use, and dissemination of personal information regarding minors
- h. Measures designed to restrict minors' access to materials harmful to minors

Supervision and Monitoring

It shall be the responsibility of all members of the SCSC staff to supervise and monitor usage of the online computer network and access to the Internet in accordance with this policy and the Children's Internet Protection Act.

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

CIPA definition of terms:

Technology Protection Measure

The term "technology protection measure" means a specific technology that blocks or filters Internet access to visual depictions that are:

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

or

Child Pornography, as that term is defined in section 2256 of title 18, United States Code; or

Harmful to Minors

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

Sexual Act; Sexual Contact

The terms "sexual act" and "sexual contact" have the meanings given such terms in section 2246 of title 18, United States Code.

I understand and will abide by the above Terms and Conditions for the SCSC computer network Internet Safety Policy. I further understand that violation of the regulations above is unethical and may constitute a criminal offense. Should I commit any violation of this policy, I understand that the SCSC response may include one, some, or all of the following: revocation of my access; disciplinary action up to and including discharge, consistent with SCSC policies and due process; and/or referral to an appropriate law enforcement agency.

Enter your name in the space provided below.

Employee Name

Date

Choose one of the following options:

_____ I DO NOT accept this policy.

_____ I have read and accept this policy.

Legal References:

Children's Internet Protection Act; Pub. L. No. 106-554

20 USC 6777

A.C.A. § 6-21-107

A.C.A. § 6-21-111

Initial Adoption: January 18, 2012

Last Revision: April 24, 2012

Last Adoption: April 25, 2013

Equal Opportunity Employment

The South Central Service Cooperative does not discriminate based on race, color, creed, religion, sex, age, handicap, national origin in employment or promotion, or in any educational program.

Personnel File

The South Central Service Cooperative shall maintain personnel records for employees. The records shall be available for the employees to inspect or copy. The employees may submit for inclusion in the files written information in response to any of the materials contained therein.

Solicitations by Staff Members

The Board of Directors of the South Central Service Cooperative prohibits any employee of the organization from directly benefiting from the sale or purchase of goods or services to students in the school districts or to the school districts affiliated with the co-op or to parents of such students or school employees served by the co-op except as provided by law.

Conflict of Interest

The Board of Directors of the South Central Service Cooperative prohibits employees from engaging in additional employment or any other personal pursuits that would affect their efficiency or usefulness as employees in the organization; that would make time and/or energy demands upon such individuals which could interfere with their effectiveness in performing their contractual obligations to the co-op; or that would compromise or embarrass the organization; that would adversely affect the organization's status or professional standing; or that would in any way conflict with or violate professional ethics. Employees shall not engage in any other employment or in any private business during the hours required to fulfill assigned duties. The director or the board of directors may require from any full-time employee a written description of other employment, hours, and number of days involved.

Any member of the co-op that engages in activities for pay during regular working hours must choose one of the two options:

- (1) Use a day of vacation time or a personal business day; or
- (2) Exchange a holiday for a workday.

Either option chosen must have the director's written approval before hand.

Jury duty or court appearance shall be defined as any duty for which a subpoena is issued by a federal, state, or local court. Any employee subpoenaed for jury duty or court appearance, which requires the employee to be absent from work, shall be entitled to a temporary leave of absence. Any monetary gain from the jury duty or court appearance shall be subtracted from the amount paid by the co-op for the employee's normal daily rate of pay.

Initial Adoption:

Last Revision:

Last Adoption: April 25, 2013

Personnel Policy for Maintaining a Drug-Free Workplace

The South Central Service Cooperative recognizes its responsibility to provide a drug-free workplace; therefore, in compliance with the provisions of Public law 101-226, the co-op prohibits the possession, use, or distribution of illegal drugs and/or alcohol by its employee on the co-op's premises or at any assigned workplace other than the co-op's premises.

The illegal manufacture, distribution, dispensation, possession or use of narcotics, drugs, alcohol, or controlled substances during working hours, activities, or on co-op's premises constitutes conduct unbecoming an employee and is prohibited. An employee shall not report to work or work after having used any prohibited drug. Compliance with this regulation is a condition of employment and any employee in violation will be subject to disciplinary action, up to and including termination of employment.

Compliance with the standards of conduct stated in this policy is mandatory of all employees. Violations of any part of this policy will result in disciplinary action, including suspension and termination. When it has been established that an employee possesses or is under the influence of illegal drugs or other materials including drug paraphernalia expressly prohibited by federal, state, or local laws, or of any mind altering, non-prescribed substance while the employee is on the co-op's premises or at a work station assigned by the co-op, at co-op functions, or on official co-op business, the employee will be subject to probation, suspension with or without pay, or to dismissal. The employee may be reported to the legal authorities.

Harassment

The South Central Service Cooperative is committed to maintaining a workplace that is free from all forms of harassment. Sexual harassment is a form of misconduct that undermines the integrity of the employment relationship. Unsolicited and unwelcome sexual overtures are personally offensive and interfere with effectiveness of employees; therefore, the co-op will not tolerate sexual harassment.

The co-op will not tolerate sexual harassment in relation to the hiring, retention, promotion, supervision, evaluation, training or participation in activities, nor in the context of co-worker interaction. Co-op employees must recognize that their positions may embody unequal power relationships with their subordinates in which the potential exists for the less powerful to perceive a coercive element in suggestions relative to activities outside those appropriate to the professional relationship. Co-op supervisors and teachers must act in such a manner that their words or actions cannot reasonably be perceived as coercive. Such conduct is an abuse of authority and position.

Sexual misconduct is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature plus any behavior that suggests that submission to such conduct is made a term or condition of employment or forms a basis for employment decisions affecting that individual or conduct that has the purpose or effect of unreasonably interfering with work performance or of creating an intimidating, hostile, or offensive environment. Sexual harassment that creates an offensive environment includes jokes, vulgar language, sexual innuendoes, pornographic pictures, sexual gestures, physical grabbing or pinching, and other unwelcome or offensive physical touching, or contact.

The South Central Service Cooperative will not tolerate any forms of harassment that are based on race, skin color, age, gender, religious beliefs, or national origin.

The co-op shall act promptly to investigate all allegations of harassment and will take an appropriate action to remedy the situation if the allegation is determined to be valid. Appropriate action to remedy the situation shall include warning, probation, leave without pay, and termination of employment.

If a co-op employee feels that he/she is the subject of harassment, the victim should inform the harasser that the conduct is inappropriate and must stop, either through words or actions, which demonstrate that the harassment is offensive. If the conduct continues, the victim shall use the co-op's grievance procedure to file a grievance using the form provided by the co-op.

Initial Adoption:

Last Revision:

Last Adoption: April 25, 2013

Harassment Report Form

Date of Report: _____

Description of Incident:

Place Incident Occurred: _____

Date of Incident: _____

List of Witnesses: _____

Was the offender requested to cease the offensive behavior? Yes No

Did the behavior cease? Yes No

Co-Op Employee Complainant's Signature

Co-Op Representative's Signature

Job Performance Evaluation

Every co-op employee shall be evaluated in writing yearly. A copy of the evaluation form for each employee will be kept in the files of the co-op director.

Sick Leave Transfer Policy for 2004-2005

When an employee or an employee's family, as defined in the South Central Service Cooperative's sick leave policy, has a catastrophic illness or accident for the 2004-2005 school year, employees may voluntarily donate up to fifteen days of accumulated sick leave, as sick leave is defined in the South Central Service Cooperative's sick leave policy, to the employee up to 30 days total. The donated sick leave days can total only enough to meet that person's needs for the current pay period or for the current year. Transfer will be confidential. The sick leave transfer form is to be completed and signed by the person making the transfer before the transfer occurs. Approval by the South Central Service Cooperative's director is required prior to posting the sick leave transfer.

Sick Leave Transfer Policy for 2005-2006

On August 24, 2005, Marsha Daniels, SCSC Director, presented a proposed *Sick Leave Transfer Policy for 2005-2006 to the SCSC Board. Below is an excerpt from the minutes of that meeting concerning the fact that that policy was tabled, and the director was instructed to do further study on this policy and to present this policy at a later date.*

"For 2005-2006, Mrs. Daniels, the current director, requested that the sick leave transfer policy be changed to 'employees may voluntarily donate up the five sick leave days each' to the sick leave transfer pool. Board members discussed some of the problems that they had had with sick leave transfer policies and decided to research the policy further. Some members offered to send their district policies to Mrs. Daniels. Dr. Jerry Guess made the motion to hold on the policy for now and to consider it again. Max Dyson seconded the motion, and all voted 'yes.'"

Parent Notification Policy for Preschool Children

The South Central Service Cooperative early childhood personnel shall comply with the parent notification policy when:

- (1) co-op personnel make a report to any law enforcement agency concerning student misconduct;
- (2) co-op personnel allow law enforcement personnel access to a student; and
- (3) co-op personnel know that a student has been taken into custody by law enforcement personnel during the school day or while the student is under the co-op's supervision.

The South Central Service Cooperative's director, early childhood coordinator, or designee shall make a reasonable good faith effort to contact the student's parent, legal guardian, or other person having lawful control of the student by court order or person acting in loco parentis listed on the student's enrollment forms.

The South Central Service Cooperative's director, early childhood coordinator, or designee shall give the parent, legal guardian, or other person having lawful control of the student under an order of court or person acting in loco parentis notice that the student has been reported to, interviewed by, or taken into custody by law enforcement personnel.

If the co-op personnel are unable to reach the parent, he or she shall make a reasonable effort to get a message to the parent to call either the co-op director, early childhood coordinator, or the student's teacher and to leave both a day and an after-hours' telephone number.

Notification will not be made if co-op personnel make a report or file a complaint based on suspected child abuse or neglect or if student access is granted to law enforcement personnel for purposes of investigation of suspected child abuse or neglect.

Co-Op personnel and the school principal or his or her designee shall go with and be present during the time that a child is removed from the classroom to be examined or questioned by law enforcement personnel unless the law forbids their presence.

Initial Adoption:

Last Revision:

Last Adoption: April 25, 2013

2013-2014 Calendar

(for 240-day Contract Employees)

July 4-5, 2013	Independence Day
September 2, 2013	Labor Day
November 27-29, 2013	Thanksgiving
December 23, 2013 – January 1, 2014	Christmas
January 20, 2014 or February 17, 2014	Martin Luther King Day or President's Day
March 24-28, 2014 or 5 days	Spring Break
May 26, 2014	Memorial Day
*for 240-day employees only	

Initial Adoption:

Last Revision:

Last Adoption: April 25, 2013

**South Central Service Cooperative
Licensed Salary Schedule
FY 2013-2014**

	Teacher Bachelor's Degree	Teacher Masters Degree	Coordinators, Supervisors, Technology	Intake Provider
Steps *				
0	\$30,744	\$35,130	\$44,375	\$40,602
1	\$31,224	\$35,680	\$45,071	\$41,082
2	\$31,704	\$36,230	\$45,767	\$41,562
3	\$32,184	\$36,780	\$46,463	\$42,042
4	\$32,664	\$37,330	\$47,159	\$42,522
5	\$33,144	\$37,880	\$47,855	\$43,002
6	\$33,624	\$38,430	\$48,551	\$43,482
7	\$34,104	\$38,980	\$49,247	\$43,962
8	\$34,584	\$39,530	\$49,943	\$44,442
9	\$35,064	\$40,080	\$50,639	\$44,922
10	\$35,544	\$40,630	\$51,335	\$45,402
11	\$36,024	\$41,180	\$52,031	\$45,882
12	\$36,504	\$41,730	\$52,727	\$46,362
13	\$36,984	\$42,280	\$53,423	\$46,842
14	\$37,464	\$42,830	\$54,119	\$47,322
15	\$37,944	\$43,380	\$54,815	\$47,322
16	\$37,944	\$43,380	\$54,815	\$47,322
17	\$37,944	\$43,380	\$54,815	\$47,322
18	\$38,424	\$43,930	\$55,511	\$47,322
19	\$38,904	\$44,480	\$56,207	\$47,322
20	\$39,384	\$45,030	\$56,903	\$47,322
	Based on 190 Days \$480.00 Yearly Increment.	*** Based on 190 Days \$550.00 Yearly Increment.	*Based on 240 Days \$696.00 Yearly Increment	**Based on 240 Days

* Teacher Center Coordinator (See Supplemental Salary Schedule)

* ECH Coordinator (Index Multiplier 1.1)

** Intake Provider (Index Multiplier 1.132)

***Behavior Support Specialist (Index Multiplier 1.395 - for a 200 Day Contract)

Initial Adoption: April 25, 2013

Last Revision: June 25, 2013

Last Adoption: June 25, 2013

**South Central Service Cooperative
Classified Salary Schedule
FY 2013-2014**

	Bookkeeper	Long-Term Substitute Teacher (No Degree)	Long-Term Substitute Teacher (With Degree)	Speech Therapist	SLP Asst.	Aides	Admin. Assistant	Media Van Driver **	Licensed Long-Term Substitute Teacher
Step s *	Index Multiplier 1.052								
0	\$42,262	\$13,722	\$15,896	\$58,750	\$30,744	\$14,224	\$39,311.60	7.26	\$18,997
1	\$42,958	\$13,950	\$16,200	\$59,300	\$31,224	\$14,376	\$39,791.60	7.51	\$19,301
2	\$43,654	\$14,178	\$16,504	\$59,850	\$31,704	\$14,528	\$40,271.60	7.76	\$19,605
3	\$44,350	\$14,406	\$16,808	\$60,400	\$32,184	\$14,680	\$40,751.60	8.01	\$19,909
4	\$45,046	\$14,634	\$17,112	\$60,950	\$32,664	\$14,832	\$41,231.60	8.26	\$20,213
5	\$45,742	\$14,862	\$17,416	\$61,500	\$33,144	\$14,984	\$41,711.60	8.51	\$20,517
6	\$46,438	\$15,090	\$17,720	\$62,050	\$33,624	\$15,136	\$42,191.60	8.76	\$20,821
7	\$47,134	\$15,318	\$18,024	\$62,600	\$34,104	\$15,288	\$42,671.60	9.01	\$21,125
8	\$47,830	\$15,546	\$18,328	\$63,150	\$34,584	\$15,440	\$43,151.60	9.26	\$21,429
9	\$48,526	\$15,774	\$18,632	\$63,700	\$35,064	\$15,592	\$43,631.60	9.51	\$21,733
10	\$49,222	\$16,002	\$18,936	\$64,250	\$35,544	\$15,744	\$44,111.60	9.76	\$22,037
11	\$49,918	\$16,230	\$19,240	\$64,800	\$36,024	\$15,896	\$44,591.60	10.01	\$22,341
12	\$50,614	\$16,458	\$19,544	\$65,350	\$36,504	\$16,048	\$45,071.60	10.26	\$22,645
13	\$51,310	\$16,686	\$19,848	\$65,900	\$36,984	\$16,200	\$45,551.60	10.51	\$22,949
14	\$52,006	\$16,914	\$20,152	\$66,450	\$37,464	\$16,352	\$46,031.60	10.76	\$23,253
15	\$52,702	\$17,142	\$20,456	\$67,000	\$37,944	\$16,504	\$46,511.60	11.01	\$23,557
16	\$53,398	\$17,370	\$20,760	\$67,550	\$37,944	\$16,656	\$46,991.60	11.26	\$23,861
17	\$54,094	\$17,598	\$21,064	\$68,100	\$37,944	\$16,808	\$47,471.60	11.51	\$24,165
18	\$54,790	\$17,826	\$21,368	\$68,650	\$38,424	\$16,960	\$47,951.60	11.76	\$24,469
19	\$55,486	\$18,054	\$21,672	\$69,200	\$38,904	\$17,112	\$48,431.60	12.01	\$24,773
20	\$56,182	\$18,282	\$21,976	\$69,750	\$39,384	\$17,264	\$48,911.60	12.26	\$25,077
	*Based on 240 Days \$696.00 Yearly Increment.	*Based on 190 Days \$228.00 Yearly Increment.	*Based on 190 Days \$304.00 Yearly Increment	*Based on 190 Days \$550.00 Yearly Increment	*Based on 190 Days \$480.00 Yearly Increment	*Based on 190 Days \$152.00 Yearly Increment	*Based on 240 Days \$480.00 Yearly Increment	*Based on Hourly Rate \$0.25 Yearly Increment	*Based on 190 Days \$304.00 Yearly Increment

Initial Adoption:

Last Revision:

Last Adoption: April 25, 2013

South Central Service Cooperative
Hourly Salary
FY 2013-2014

	Secretary 1	Secretary 2	Floating Substitutes	Subs
Steps *				
0	9.46	11.86	8.41	7.75
1	9.71	12.11		
2	9.96	12.36		
3	10.21	12.61		
4	10.46	12.86		
5	10.71	13.11		
6	10.96	13.36		
7	11.21	13.61		
8	11.46	13.86		
9	11.71	14.11		
10	11.96	14.36		
11	12.21	14.61		
12	12.46	14.86		
13	12.71	15.11		
14	12.96	15.36		
15	13.21	15.61		
16	13.46	15.86		
17	13.71	16.11		
18	13.96	16.36		
19	14.21	16.61		
20	14.46	16.86		
	*Based on Hourly Rate \$0.25 Yearly Increment.	*Based on Hourly Rate \$0.25 Yearly Increment.	*Based on Hourly Rate	*Based on Hourly Rate

Initial Adoption:
Last Revision:
Last Adoption: April 25, 2013

South Central Service Co-op Supplemental Salary Schedule FY 2013-2014

All employees that work 450 hours per semester or 900 hours per year are provided an additional \$600.00 to their salary for an insurance supplement. The \$600.00 is not reflected in any of the salaries or schedules listed in this document.

The Director's salary is negotiated.

The Facilities Coordinator's salary is determined yearly by a comparison study of other facilities coordinators' salaries in co-ops around the state. Leading indicators such as the consumer price index, availability of staff, and market value are used to determine salary.

Substitutes are paid \$7.75 per hour.

Supplemental Pay for Additional Work or Duties:

Supplemental pay for additional work or duties is based on an increment or a fraction of an increment. One increment equals \$1,800.00. Supplemental pay is awarded by the Director based on duties assigned and on the availability of funds.

Teacher Center Coordinator:

The Teacher Center Coordinator's salary is based on an assigned multiplier. The director will assign a salary multiplier based on degrees, areas of license, and experience.

The Teacher Center Coordinator's salary is based on a multiplier assigned to the "Coordinator, Supervisor, Technology" column of the Licensed Employee Salary Schedule, and it is based on degrees, areas of licensing, and experience. Multipliers are as follows:

- 1.17 Masters level teaching license plus experience as a content specialist, i.e., math or literacy specialist.
- 1.21 Principal's license plus 5 or more years of building-level administrative experience and/or district-level curriculum specialist licensing.
- 1.25 1.21 credentials plus 8 or more years experience as a district-level curriculum specialist or coordinator or related P-12 field, i.e., cooperative experience.
- 1.29 1.21 credentials plus District Administrator licensing.

**South Central Service Co-op
Supplemental Salary Schedule
FY 2013-2014**

- 1.33 P-12 District Administrator licensing plus Specialist Degree in Administration plus 8 or more years experience at district level or related experience.
- 1.37 P-12 District Administrator plus Doctoral Degree in related field with up to 5 years of district level or related experience
- 1.4 P-12 District Administrator licensing plus Doctoral Degree in related field plus 5 or more years experience in district-level administration or related experience.

Adopted: April 25, 2013
Last Revision: June 25, 2013
Last Adopted: June 25, 2013

South Central Service Cooperative Tuition Reimbursement Policy

If an employee is requested by the South Central Service Co-Op to acquire hours, certification or a degree, the director may approve payment of 50% or more of the tuition and costs. This reimbursement will be made after the course(s) are completed and a transcript with a grade of B or better is presented to the director for that reimbursement. Appeals of the director's decision can be made in writing to the SCSC Board of Directors. Their decision is final.

Initial Adoption: April 19, 2006
Last Revision:
Last Adoption: April 25, 2013

Procedure for Tuition Reimbursement

On August 24, 2007 the following procedure was e-mailed to SCSC Staff:

On April 19, 2006, the SCSC Board of Directors approved a Tuition Reimbursement policy.
A copy of the policy follows.

Tuition Reimbursement Policy

If an employee is requested by the South Central Service Co-Op to acquire hours, certification or a degree, the director may approve payment of 50% or more of the tuition and costs. This reimbursement will be made after the course(s) are completed and a transcript with a grade of B or better is presented to the director for that reimbursement. Appeals of the director's decision can be made in writing to the SCSC Board of Directors. Their decision is final.

Approved: April 19, 2006
Effective: July 1, 2006

To receive this reimbursement, an employee must receive written approval from the co-op director prior to registration for the classes. This was the policy last year. After the class is completed, a copy of the transcript documenting that the class was completed with a grade of B or better along with a copy of the written approval from the director to register for the class must be presented to the director for reimbursement. Normally, SCSC reimburses 50% of the cost for the tuition and other related costs for the class, i.e., fees and books, not travel, etc. All items that are reimbursed must be documented with original receipts.

This year ABC has agreed to pay 100% of the tuition, so SCSC will pay 100% of tuition for pre-approved ABC funded employees. Any employee seeking tuition reimbursement must receive written approval from the SCSC Director in advance of registration. Upon completion of the pre-approved class with a grade of B or better, the employee may file for tuition reimbursement.

If you have questions, please contact me at 870-836-2213.

Marsha Daniels, Director
South Central Service Co-Op
400 Maul Road
Camden, AR 71701
Phone (870) 836-2213

LICENSED PERSONNEL REDUCTION IN FORCE

SECTION ONE

The Board of Directors of the South Central Service Cooperative (SCSC) acknowledges its authority to conduct a reduction in force (RIF) when a decrease in enrollment or other reason(s) make such a reduction necessary or desirable. A RIF will be conducted when the need for a reduction in the work force exceeds the normal rate of attrition for that portion of the staff that is in excess of the needs of the cooperative as determined by the co-op director.

In effecting a reduction in force, the primary goals of SCSC shall be: what are in the best interests of the member districts of the cooperative; to maintain accreditation in compliance with the Standards of Accreditation for Arkansas Public Schools and other applicable licensing or accrediting organizations, and the overall needs of the cooperative. A reduction in force will be implemented when the co-op director determines it is advisable to do so and shall be effected through non-renewal, termination, or both. Any reduction in force will be conducted by evaluating the needs and long- and short-term goals of the cooperative and its programs, and its member districts, and by examining the staffing of the cooperative at each site, program and in each licensure area.

Definitions:

Site: Site means the school district where a program is located, or, if the program is not located at a school district, site shall mean the administrative offices of the SCSC.

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

Program Elimination or Program Site Elimination

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

Reduction by Licensure Area or due to Program Size Reduction at a Site or Program Redesign

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

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

Points

- Years of service in the cooperative—1 point per year
All licensed position years in the cooperative count including non-continuous years.
Service in any position not requiring teacher licensure does not count toward years of service.
Working fewer than 120 days in a school year shall not constitute a year.
- Degree in any area of licensure required for the present job assignment in which the licensed employee will be ranked (only the highest level of points apply)
 - 4 points—Bachelor's degree
 - 6 points—Bachelor's degree plus 15 hours
 - 8 points—Master's degree or above
- College class passed in the last 3 calendar years taken at the request of the cooperative director—1 point.

All points awarded must be verified by documents on file with the cooperative by October 1 of the current school year. Each licensed employee's points shall be totaled with licensed employees ranked by the total points from highest to lowest. All licensed employees employed or assigned to a site or program being considered for RIF for a reason other than program elimination or program site elimination shall receive a listing of licensed personnel with corresponding point totals. Upon receipt of the list, each licensed employee has ten (10) working days within which to appeal his or her assignment of points with the cooperative director whose decision shall be final.

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

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

Legal Reference: A.C.A. § 6-17-2407

Initial Adoption: January 16, 2008

Last Revision: June 26, 2008

Last Adoption: April 25, 2013

CLASSIFIED PERSONNEL REDUCTION IN FORCE

SECTION ONE

The Board of Directors of the South Central Service Cooperative (SCSC) acknowledges its authority to conduct a reduction in force (RIF) when a decrease in enrollment or other reason(s) make such a reduction necessary or desirable. A RIF will be conducted when the need for a reduction in the work force exceeds the normal rate of attrition for that portion of the staff that is in excess of the needs of the cooperative as determined by the co-op director.

In effecting a reduction in force, the primary goals of SCSC shall be: what are in the best interests of the member districts of the cooperative; to maintain accreditation in compliance with the Standards of Accreditation for Arkansas Public Schools and other applicable licensing or accrediting organizations, and the overall needs of the cooperative. A reduction in force will be implemented when the co-op director determines it is advisable to do so and shall be effected through non-renewal, termination, or both. Any reduction in force will be conducted by evaluating the needs and long- and short-term goals of the cooperative and its programs, and its member districts, and by examining the staffing of the cooperative at each site, program, and in each licensure area.

Definitions:

Site: Site means the school district where a program is located, or, if the program is not located at a school district, site shall mean the administrative offices of the SCSC.

Program: Program means a separate organizational unit of the SCSC that requires licensure and/or expertise and training in a specific disciplinary area. For the purposes of this policy, organizational units include but are not limited to each site where a preschool program exists.

Program Elimination or Program Site Elimination

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

Reduction by assignment area, skill set, training or expertise, RIF due to program size reduction at a site, or program redesign

If a reduction in force becomes necessary in a program or site, or due to the need to reduce the size of a program or at a site, or due to program or site redesign, or by a need to reduce the number of employees with a particular skill set, training or expertise as determined by the cooperative director, the employee's total number of points shall be the determining factor. The employee with the most points **as compared to other employees assigned to the same site and/or program or, if not assigned to a specific program, with the same skill set, training or expertise** shall prevail.

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

Points

- Years of service in the cooperative—1 point per year
All classified position years in the cooperative count including non-continuous years.
Working fewer than 120 days in a school year shall not constitute a year.
- Teacher licensure relevant or helpful as determined by the cooperative director (even if not required) for the present job assignment—3 points
- Associate Degree - 0.5 points
- Bachelor's Degree Not Relevant to Job Assignment – 1.0 points
- Bachelor's Degree Relevant to Job Assignment – 1.5 points
- Masters' Degree Not Relevant to Job Assignment – 2.0 points
- Master's Degree Relevant to Job Assignment – 2.5 points
- College class taken with a final grade of "B" or better in the last 3 prior school years (not including current academic year) taken at the request of the cooperative director—1 point per class for a maximum possible of 5 points.

All points awarded must be verified by documents on file with the cooperative by October 1 of the current school year. Each employee's points shall be totaled with comparable employees in an area considered for RIF, ranked by the total points from highest to lowest. All employees employed in an area considered for RIF shall receive a listing of classified personnel with corresponding point totals. Upon receipt of the list, each employee has ten (10) working days within which to appeal his or her assignment of points with the cooperative director whose decision shall be final.

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

Legal Reference: A.C.A. § 6-17-2407

Initial Adoption: January 16, 2008

Last Revision: June 26, 2008

Last Adoption: April 25, 2013

ASSIGNMENT OF LICENSED STAFF

The assignment of licensed staff shall be made by the director or his/her designee based upon program regulations. Changes in the assignments may be made as necessary due to changes in the student population, teacher changes, and to best meet the educational needs of the students.

Initial Adoption: January 16, 2008
Last Revision:
Last Adoption: April 25, 2013

ASSIGNMENT OF PARAPROFESSIONALS

The assignment of paraprofessionals shall be made by the director or his/her designee. Changes in the assignments may be made as necessary due to changes in the student population, teacher changes, and to best meet the educational needs of the students.

Legal Reference: A.C.A. § 6-17-201

Initial Adoption: January 16, 2008
Last Revision:
Last Adoption: April 25, 2013

ASSIGNMENT OF NONLICENSED STAFF

The director shall be responsible for assigning and reassigning nonlicensed staff.

Initial Adoption: January 16, 2008
Last Revision:
Last Adoption: April 25, 2013

FAMILY MEDICAL LEAVE POLICY

Definitions:

Active Duty: is duty under a call or order to active duty under a provision of law referred to in 10 USC § 101(a)(13)(B).

Contingency Operation: has the same meaning given such term in 10 USC § 101(a)(13).

Covered Service Member: is 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.

Eligible Employee: is an employee who has been employed by the cooperative for at least twelve (12) months and for 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave. Full time employees are considered to have met the 1250-hour requirement for eligibility.

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

Instructional Employee: is a teacher 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, and special education assistants such as signers for the hearing impaired. The term does **not** include administrators, counselors, librarians, psychologists, or curriculum specialists, or coordinators who are included under the broader definition of “eligible employee” (to the extent the employee has been employed for 12 months).

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

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: 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.

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

Serious Injury or Illness: used in respect to 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 that may render the member unfit to perform the duties of the member’s office, grade, rank, or rating.

Year: the twelve (12) month period of eligibility shall begin on the first duty day of the school year or of the contract year.

Policy

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

Leave Eligibility

The co-op will grant up to twelve (12) weeks of leave in a year in accordance with the Family Medical Leave Act of 1993 (FMLA) 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. In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition; and
4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.
5. Because of any qualifying exigency (as the U.S. Secretary of Labor shall, by regulation, determine) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

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.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a **covered service member** shall be entitled to a total of 26 weeks of leave during one 12-month period to care for the service member. During the single 12-month period, the eligible employee is entitled to a combined total of 26 weeks of leave to care for the covered service member and for reasons 1 through 5 listed above. Leave taken, which does not include caring for a covered service member, is limited to 12 weeks in a year.

If husband and wife are both eligible employees employed by the co-op, the husband and wife are entitled to a total of 26 weeks of leave during one 12-month period to care for their spouse, son, daughter, parent, or next of kin who is a **covered service member**. During the single 12-month period, the eligible husband and wife are entitled to a combined total of 26 weeks of leave to care for a covered service member and for reasons 1 or 2 listed above or to care for a parent with a serious health condition. Leave taken, which does not include caring for a covered service member, is limited to a combined total of twelve (12) weeks in a year when taken for reasons 1 or 2 listed above or to care for a parent with a serious health condition.

Co-Op Notice to Employees

The co-op shall post, in conspicuous places, 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.

Employee Notice to Co-Op

Foreseeable:

When the need for leave is foreseeable for reasons 1 through 4 or for the care of a covered service member listed above, the employee shall provide the co-op with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave for the specified reason, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is 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 necessity for leave is for reason 5 listed above is foreseeable, whether because the spouse, son, daughter, or parent of the employee is on active duty, or because of notification of an impending call or order to active duty in support of a contingency operation, the employee shall provide such notice to the district as is reasonable and practicable.

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

Failure by the employee to give thirty (30) days notice may delay the taking of FMLA leave until at least thirty (30) days after the date the employee provides notice to the co-op.

Unforeseeable:

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

Medical Certification

When the need for leave is for reasons 3 or 4 listed above or for the care of a covered service member, the employee should provide a medical certification from a licensed, practicing health care provider supporting the need for leave at the time the notice for leave is given, but must provide certification at least fifteen (15) days prior to the date the leave is to begin. The certification shall include the date on which the serious health condition began, the probable duration of the condition, and the appropriate medical facts within the knowledge of the health care provider regarding the condition. Leave taken for reason 3 listed above, must include certification that the eligible employee is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time the employee is needed to provide the care. For reason 4 listed above, the certification must include a statement that the employee is unable to perform the required functions of his/her position.

If FMLA leave is to be taken on an intermittent or reduced work schedule basis for planned medical treatment, the certification shall include the dates on which such treatment is expected to be given and the duration of such treatment.

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

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

- a. The employee requests an extension of leave;
- b. Circumstances described by the previous certification have changed significantly; and/or
- c. The co-op receives information that casts doubt upon the continuing validity of the certification.

The employee must provide the recertification in no more than fifteen (15) calendar days after the co-op's request.

No second or third opinion on recertification may be required.

Sick Leave and Family Medical Leave Act (FMLA) Leave

When an employee takes sick leave, the co-op shall determine if the leave qualifies for FMLA leave. The co-op may request additional information from the employee to help make the applicability determination. If the leave qualifies under the FMLA, the co-op will notify the employee, either orally or in writing, of the decision within two workdays. If the leave is intermittent or on a reduced schedule as defined in this policy and the circumstances of the leave don't change, the co-op is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave. To the extent the employee has accrued paid leave, any leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave.

Concurrent Leave

The co-op requires employees to substitute any applicable accrued leave for any part of the twelve (12) week period of FMLA leave. All FMLA leave is unpaid unless substituted by applicable accrued leave.

Workers Compensation

FMLA leave may run concurrently with a workers' compensation absence when the injury is one that meets the criteria for a serious health condition. To the extent that workers compensation benefits and FMLA leave run concurrently, the employee will not be charged for any paid leave accrued by the employee. If the health care provider treating the employee for the workers compensation injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent job, the employee may decline the district's offer of a "light duty job." 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.

Health Insurance Coverage

The co-op shall maintain coverage under any group health plan for the duration of FMLA leave the employee takes at the level and under the conditions coverage would have been provided if the employee had continued in active employment with the co-op. 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 their portion of the cost of the group health plan coverage to the co-op's business office on or before it would be made by payroll deduction.

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

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

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

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

Reporting Requirements During Leave

Employees shall inform the co-op every two weeks during FMLA leave of their current status and intent to return to work.

Return to Work

Medical Certification: An employee who has taken FMLA leave under reason 4 stated above shall provide the co-op with certification from a health care provider that the employee is able to resume 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. The employee may not be restored to a position requiring additional licensure or certification.

Failure to Return to Work: In the event that an employee is unable or fails to return to work, the co-op director will make a determination at that time regarding the documented need for a severance of the employee's contract due to the inability of the employee to fulfill the responsibilities and requirements of their contract.

Intermittent or Reduced Schedule Leave

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

Eligible employees may take intermittent or reduced schedule leave due to reasons 3 and 4 listed above or to care for a covered service member if they have

- (A) made 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 of the employee or the health care provider of the son, daughter, spouse, or parent of the employee, as appropriate; and
- (B) provided the employer with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave under such subparagraph, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.

Eligible employees requesting intermittent or reduced schedule leave that is foreseeable based on planned medical treatment may be transferred to an alternative position for which the employee is qualified with equivalent pay and benefits that better accommodates the employee's intermittent or reduced schedule leave.

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

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

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

Leave more than 5 weeks prior to end of term.

If the eligible, instructional employee begins leave, due to reasons 1 through 5 listed above or to care for a covered service member, more than 5 weeks prior to the end of the academic term, the co-op may require the employee to continue taking leave until the end of such term, if

- (A) the leave is of at least 3 weeks duration; and
- (B) the return to employment would occur during the 3-week period before the end of such term.

Leave less than 5 weeks prior to end of term

If the eligible, instructional employee begins leave, due to reasons 1 through 3 listed above or to care for a covered service member, during the period that commences 5 weeks prior to the end of the academic term, the co-op may require the employee to continue taking leave until the end of such term, if

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

Leave less than 3 weeks prior to end of term

If the eligible, instructional employee begins leave, due to reasons 1 through 3 listed above or to care for a covered service member, during the period that commences 3 weeks prior to the end of the academic term and the duration of the leave is greater than 5 working days, co-op may require the employee to continue to take leave until the end of such term.

Legal References: 29 USC §§ 2601 et seq.
 29 CFR 825.100 et seq.

Initial Adoption: July 15, 2009
Last Revision:
Last Adoption: April 25, 2013

825.114 - What is a "serious health condition" entitling an employee to FMLA leave?

(a) For purposes of FMLA, "serious health condition" entitling an employee to FMLA leave means an illness, injury, impairment, or physical or mental condition that involves:

(1) Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (for purposes of this section, defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom), or any subsequent treatment in connection with such inpatient care; or

(2) Continuing treatment by a health care provider. A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

(i) A period of incapacity (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom) of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:

(A) Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or

(B) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.

(ii) Any period of incapacity due to pregnancy, or for prenatal care.

(iii) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:

(A) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;

(B) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

(C) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

(iv) A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

(v) Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

(b) Treatment for purposes of paragraph (a) of this section includes (but is not limited to) examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations. Under paragraph (a)(2)(i)(B), a regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.

(c) Conditions for which cosmetic treatments are administered (such as most treatments for acne or plastic surgery) are not "serious health conditions" unless inpatient hospital care is required or unless complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc., are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave. Restorative dental or plastic surgery after an injury or removal of cancerous growths are serious health conditions provided all the other conditions of this regulation are met. Mental illness resulting from stress or allergies may be serious health conditions, but only if all the conditions of this section are met.

(d) Substance abuse may be a serious health condition if the conditions of this section are met. However, FMLA leave may only be taken for treatment for substance abuse by a health care provider or by a provider of health care services on referral by a health care provider. On the other hand, absence because of the employee's use of the substance, rather than for treatment, does not qualify for FMLA leave.

(e) Absences attributable to incapacity under paragraphs (a)(2) (ii) or (iii) qualify for FMLA leave even though the employee or the immediate family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days. For example, an employee with asthma may be unable to report for work due to the onset of an asthma attack or because the employee's health care provider has advised the employee to stay home when the pollen count exceeds a certain level. An employee who is pregnant may be unable to report to work because of severe morning sickness.

LICENSED PERSONNEL PLANNING TIME

The planning time for ABC classroom teachers shall be in increments of not less than forty (40) minutes and shall occur during the student instructional day unless a teacher requests, in writing, to have his/her planning time occur outside of the student instructional day. For the purposes of this policy, the student instructional day means the time that students are required to be present at school. Whenever possible, SCSC works to provide a floating substitute for each classroom to provide this time for teachers to plan.

Legal Reference: ACA § 6-17-114 (a)(d)

Initial Adoption: July 15, 2009

Last Revision:

Last Adoption: April 25, 2013

BREAKS FOR CLASSIFIED STAFF

Each classified employee working more than 20 hours per week shall be provided two, paid, 15-minute duty free breaks per workday.

The contract day shall not be extended to provide for these breaks.

South Central Service Cooperative shall file an affidavit for compliance with the Arkansas Department of Education regarding the Fair Labor Standards Act.

Legal Reference: Acts 2003, No. 1752

Initial Adoption: July 15, 2009

Last Revision:

Last Adoption: April 25, 2013