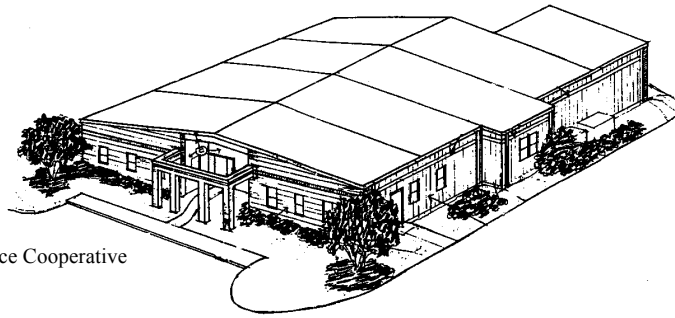


# Southeast Arkansas Education Service Cooperative



Southeast Arkansas Education Service Cooperative  
1022 Scogin Drive  
Monticello, AR 71655  
Phn. (870) 367-6848 Fax (870) 367-9877

Home page on Internet  
<http://www.searkcoop.com>

## Personnel Policy Handbook

SEARK EDUCATION SERVICE COOPERATIVE  
1022 Scogin Drive  
Monticello, AR 71655

Director's Office

To: Employees  
Re: Personnel Policies

Message: You are being provided a copy of the Personnel Policies of the Southeast Arkansas Education Service Cooperative. These policies are a part of the condition of your employment, as stated on your employment contract. It is very important that you read the policies in entirety and be familiar with the contents.

This policy handbook is to be returned to the Accounting Office should you leave employment with the Cooperative, and your final paycheck will be held upon receipt of the policy handbook. If you lose your policy handbook, you will be assessed a \$10.00 replacement fee.

Changes/additions will occur in the personnel policies and you will be notified of such changes/additions via memo or email. You will need to print off and appropriately insert the changes/additions into your policy handbook. If you are unable to print of the changes/additions, notify the Accounting Office so the changes/additions may be printed for you. 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 handbook.

---

I have received a copy of the Southeast Arkansas Education Service Cooperative Personnel Policies Handbook. I understand that should I leave employment with the Cooperative, my final paycheck will be held until I have returned the Handbook to the Accounting Office, or if I am unable to return the Handbook, I agree to pay a \$10.00 replacement fee.

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Employee's Signature

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Date

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1022 Scogin Drive  
Monticello, AR 71655

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## FORWARD

This issue of the Southeast Arkansas Education Service Cooperative Board (ESC) Policies is the fourth revision of the original board policy approved in 1985. Growth and new responsibilities have caused some changes in procedures, especially in the area of personnel policies. The original legislation governing cooperatives, **Act 349 of 1985**, has been amended by Act 610 of 1989, Act 842 of 1995, Act 1283 of 1997, Act 398 of 1999, Act 1055 of 2001, Act 1181 of 2005, Act 376 of 2009, Act 1289 of 2009, Act 981 of 2011, Act 739 of 2011, Act 1073 of 2013, Act 1138 of 2013, and Act 846 of 2015. Board policy to comply with both acts is included in these policies. All acts referenced not included in the appendix are on file in the director's office.

In order to keep the policies current and legal pursuant to state law, the personnel policies committee continuously reviews the relevancy of existing policies.

Many statements in this revised edition are from the original document, others reflect minor changes in wording, while others are new policies. All policies contained herein have been developed or modified in accordance with Arkansas Law and Board approved effective July 1, 1999. Additional changes/additions approved by the board are noted by "effective date."

*Effective Date July 1, 1999*

**BOARD POLICIES FOR THE  
SOUTHEAST ARKANSAS EDUCATION SERVICE COOPERATIVE**

**AUTHORITY**

Established July 1, 1985, under Act 346 of 1985. Amended by Act 610 of 1989.

**MISSION**

The mission of the Cooperative is to help the schools provide students with a world-class education by providing them with shared programs, services, professional development and collaboration in a more effective and efficient manner than they could provide independently.

*Effective Date July 1, 1999*

## **GENERAL GOALS**

### **Services**

Service desires of the Local Education Agency (LEA) shall determine the design of the ESC service programs. Such programs shall also be influenced by the Arkansas Department of Education's desire to make services available to schools via the ESCs. The services of this ESC shall help LEA to meet Arkansas' accreditation.

1. The ESC will strive to provide requested services which individual schools have not provided.
2. The ESC will endeavor to provide requested services more economically and/or effectively that the same services could be provided on an individual district basis.
3. This ESC shall strive to make services to all interested districts as equally accessible as practical.

### **Communication and Coordination**

This ESC will work with its LEA, other ESCs, and the Arkansas Department of Education (ADE) to improve communication and coordination throughout the Arkansas network of local school districts.

### **Governance**

This ESC will constantly strive to reflect the wishes or the local districts' representatives in its operation, consistent with the applicable provisions of statutes and ADE policies.

### **Personnel**

1. With the full realization that no program can be better than its staff, this ESC will strive to hire the best of available qualified persons; its personnel policies and pay schedules shall be designed to attract and hold such people.
2. This ESC will enforce non-discriminatory practices in all of its personnel policies and actions.

### **Evaluation**

This ESC's operation and personnel will be continuously evaluated in order to guard its integrity and its charge to serve schools effectively. Accounting procedures and records will meet with ADE requirements and those of the Legislative Audit Section. Act 610 of 1989 and Act 349 of 1985 specify accountability procedures.



## **SERVICES**

### **Needs**

Annually, this ESC will survey the needs of its LEAs. The needs expressed will be the primary basis for services offered. The service program of this ESC will also be the primary basis for services offered. The service program of this ESC will also be sensitive to the service priorities of the Arkansas Department of Education.

### **Innovation**

This ESC will strive to stay on “the cutting edge” of things educational and introduce LEA to new activities, resources, and services in which they might be interested.

### **Participation**

The participation of any district in any cooperative service is voluntary.

### **Equity**

Unless otherwise specified, in unusual situations LEAs which begin participation in a service after it has been initiated and supported by other districts, will not have to pay an “equity” cost to participate. Similarly, upon withdrawing from a service to which an LEA has granted support, no member or former member will be entitled to an “equity consideration” for its contributions to the ESC’s assets unless the ESC is dissolved and not succeeded by another regional service agency. Upon dissolution, where no succession occurs, this ESC’s assets shall be apportioned among local districts in a fair and practicable manner administered by the Board of Directors serving at the time of dissolution. Should any LEA or group of LEAs be assigned to another ESC by the State Board of Education, the provisions of this section may be modified by the Board of Directors and assets will be apportioned accordingly.

## **COMMUNICATION AND COORDINATION**

This ESC acknowledges that public education is a state function formerly assigned to two entities, the local school districts and the Arkansas Department of Education. This ESC is now the third part of this system of education. The Legislature, presumably, established ESC to make the other two parts work together more effectively. The test of this ESC will, in part, rest upon its cooperation with LEA, the ADE and other ESC.

### **Understanding**

The director is the key spot to help LEAs and the ADE better understand each other as this ESC strives to serve needs identified by both.

### **State Director’s Meeting**

The director of this ESC will participate in all meetings of the state’s ESC directors except where a local emergency prevents attendance. This obligation and privilege is in accord with the director key role in fostering appropriate relationships between the state and local levels of education.

*Effective Date July 1, 1999*

## **GOVERNANCE**

### **Board of Directors**

The parent governing body of the ESC shall be the Board of Directors whose membership shall consist of a representative from each LEA in the ESC area. A majority of the representatives shall represent a quorum and a majority vote of the quorum will rule on proposals, except that a majority of the entire membership shall be required for action at the annual meeting or to change ESC policy. The Board of Directors will meet a minimum of nine times a year – one of these being the annual meeting.

### **Annual Meeting**

The ESC's Board of Directors' annual meeting will be between May 15 and July 15 (Act 349)

1. The Board will review the ESC's activities of the school year ending June 30<sup>th</sup>.
2. The financial position of the ESC will be reported and discussed.
3. Program priorities for the ensuing year will be established.
4. A tentative budget for the new school year will be discussed and approved.
5. The President of the Board of Directors will be elected. (The same person cannot serve these positions in more than two consecutive years.)

### **Responsibilities**

The Board shall appoint and dismiss the ESC Director after the sentiments of all Board Members have been obtained. This shall be done by ballot or poll.

1. Other employees of the ESC will be appointed or dismissed upon the recommendations of the director.
2. The governing body will be responsible for the general fiduciary transactions of the ESC consistent with policies and practices that guard the integrity of the agency and maintain public trust in its operation. Such responsibilities will include, but not limited to the following:
  - a. Development of the tentative budget
  - b. Periodic review of disbursement and receipts
  - c. Approval of financial procedures, depositories
  - d. Compliance with applicable statutes
  - e. Compliance with applicable regulations of ADE
  - f. Establishment of personnel policies
  - g. Monitoring of programs consistent with goals
  - h. Minutes of all meetings to all superintendents

*Effective Date July 1, 1999*

### **Teacher Center Committee**

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

*Effective Date July 1, 1999*

## **Personnel Policy Committee <sup>1</sup>**

### **Certified**

The SEAESC Personnel Policy Committee shall consist of a minimum of five employees whose positions require an Arkansas Department of Education certification and a maximum of two administrators. One member of the Committee shall be elected chair and one member elected as secretary by majority vote of the committee. Committee members shall be elected annually by all Cooperative employees whose positions require an Arkansas Department of Education certification.

### **Non-Certified**

A committee of a minimum of five non-certified employees will be elected annually by all non-certified Cooperative employees. One member of the non-certified committee shall be elected chair and one member elected as secretary by a majority vote of that committee. A non-certified employee is any employee whose job does not require ADE licensure.

When a vacancy occurs on the Personnel Policy Committees, the position(s) vacated will be filled from the original voting in the fall of the current year by the person(s) falling next in the rank order of voting.

### **Other Committees <sup>2</sup>**

The ESC will strive to involve local school people in its program design and delivery; thus the following committees will be active. With the exception of the ad hoc committees, they shall meet at least three times each year. They may meet more frequently if there is a need.

1. The Gifted and Talented Advisory Council will advise the planning and implementation of the ESC's efforts to assist local districts in program development as well as implementation of shared special programs for gifted and talented students.
2. Special Education Supervisors will give advice on joint endeavors such as in-service programs for teachers of the handicapped, balancing special education supervisory loads and other matters of mutual concern.
3. Certain local personnel, because of the expertise in specified areas, will be formed into ad hoc committees when needed to advise on purchasing procedures, bid awards or upon other matters which the ESC must address on a one-time basis or at irregular intervals. Meetings will be called by the ESC staff members working with the temporary committee.

*Effective Date July 1, 2007 <sup>1</sup>*

*Effective Date July 1, 2004 <sup>2</sup>*

**PERSONNEL POLICIES**

*Effective Date July 1, 1999*

## **EQUAL EMPLOYMENT OPPORTUNITY**

It is the policy of the Southeast Arkansas Education Service Cooperative to provide employment opportunities to all qualified persons, to prohibit discrimination against any employee or applicant for employment because of race, color, sex, age, physical handicap, or national origin, and to promote the full realization of equal employment through a positive continuing program of affirmative action.

*Effective Date July 1, 1999*

### Policy Execution

Policy execution will be the responsibility of the director as given authority by the board.

### Approval of Policies

Personnel policy will be developed and adopted in accordance with Arkansas Law.

### Employment Procedures

The director will be appointed by the SEARK Co-op Board of Directors. All other employees of the Southeast Arkansas Education Service Cooperative will be appointed, by the Board, on nomination by the Director.

Offer of contracts will be presented to employees as soon as possible following the May Board Meeting. All such offers will expire if not accepted in writing and returned to the Director's office within thirty days of issuance. Any alteration to the contract will void the contract.

Positions that are funded by grants or base funding require annual review and may not be continued beyond the termination of the grant funding for that position. All Co-op positions require annual review and may not be continued beyond the availability of funds for that position. (SEARK Education Cooperative board approved May 11, 2005)

### Job Assignments

Assignment of duties is on a cooperative-wide basis and is not restricted to one office or location. Duty assignments are made by the director or by his/her designee.

All Para Pros will be assigned by the program coordinator and approved by the director.

### Salary

As per **Act 1780 of 2003** (An Act to Establish an Employee Personnel Policy Law for Classified Employees in the Public Schools of Arkansas) and **Act 1120 of 2003** (An Act to Amend the Definition of Personnel Policies). **Act 1289 of 2009** (An Act to Provide Fiscal Accountability for Education Service Cooperatives), in lieu of salary schedule, coop will report each employees' position, salary, and benefits to ADE. All Employees hired after July 1, 1996 will be paid on a monthly basis.

Annual raises will be based on Cooperative Salary Schedule Guides and subject to available funding.

Any new employee hired for a position that requires credit for experience by state law, and has been employed by an accredited agency will be given experience to the nearest full year.<sup>3</sup>

### Criminal Background Checks

New employees will be responsible for the expense of criminal background checks in compliance with **Ark. Code Ann. §§ 6-11-105, 6-17-410, 6-17-411, 6-17-414, 6-17-421**, and 25-15-201 *et seq.*

All new hires must clear all background checks, state, federal, and Child Maltreatment as required by Arkansas Law. Failure to clear all background checks will result in termination of employment.<sup>1</sup>

Any employee that has a complete break in employment must have a background check before reemployment. The Co-op reserves the right to request criminal background checks (State, Federal, and Child Maltreatment) on any employee at will. The cost of that background check will be paid from the employee's funding source.<sup>2</sup>

### Act 1599

An act to set forth certain ethical guidelines and prohibitions for educational administrators, employees, and board members. If you have a financial interest in potential transactions with the cooperative where you are employed, you have an affirmative obligation under **Act 1599** to fully disclose the relationships and potential transactions before the cooperative enters the contract or before the services are performed. Ignoring this requirement or knowingly failing to comply with the provisions of Act 1599 could result in the filing of criminal felony charges. (See Appendix T)

*Effective Date July 1, 2008*  
*Effective Date July 1, 2013<sup>1</sup>*

*Effective July 1, 2015<sup>2</sup>*  
*Effective July 1, 2017<sup>3</sup>*

### **Professional Development**

Certified personnel should be responsible for documenting the required hours of in-service each year that is required for re-certification. The ESC works account may be used to document the in-service training records.

### **Teacher License Renewal**

The Southeast AR Education Service Cooperative will pay for the license renewal fee for the employees of the Co-op holding an Arkansas Department of Education teaching license. The add-on license fee will be paid if the add-on license is requested by the employer. It is the responsibility of the employee to make sure their teaching license is renewed prior to expiration. <sup>1</sup>

### **Hours and Days of Work**

The normal work week, for full-time employees\*, is 35-40 hours, Monday through Friday (except when job requirements make it necessary to vary this schedule). The director/designee may determine that an alternate, temporary work schedule be followed. Work schedule exceptions must be approved by the director or designee.

\*For the purpose of benefits, Arkansas State Law requires employees working an average of 30 hours per week to be eligible for health and life insurance through EBD. These hours must be documented. Eligibility for all other fringe benefits offered through the Co-op will be in line with the State Law at 30 hours per week. Any employee that works 20 hours and has other fringe benefits, as of June 30, 2016, will be grandfathered in and will continue their current coverage. <sup>4</sup>

### **Health Insurance Adequate Notice Policy**<sup>5</sup>

Adequate notice must be given to the Cooperative that the employee is transferring to another participating district or Cooperative to ensure that their insurance will not have a break in coverage. Since insurance premiums at the Cooperative are paid “month of” adequate notice will be defined as “the first working day of the employee’s last month that they will receive a pay check”. If notice is not received by that date, the employee’s health insurance coverage will not be “transferrable” to their new district and therefore they may have a break in coverage or their deductible could be reset.

### **Insurance Premium Collection Deadline**<sup>5</sup>

If the employee has met the Adequate Notice Policy and is transferring to another participating district or Cooperative, health insurance premiums must be remitted to the Cooperative in a timely manner to ensure on-time payment to EBD. This deadline will be set as the 15<sup>th</sup> of the month. If the final premiums are withheld from the employee’s final check, they do not have to remit payment to the Cooperative. If the final premiums are not withheld, then premiums must be submitted to the payroll office no later than the 15<sup>th</sup> of the month. If the 15<sup>th</sup> should fall on a weekend or holiday, it must be remitted on the last working day prior to the 15<sup>th</sup>.

### **Breaks**

**As per Act 1752 of 2003** all classified employees who work more than 20 hours per week must be provided two 15 minute paid breaks.

### **Absence from the Job**

If an employee is ill or absent from work for any reason he/she should, immediately notify the receptionist at his/her work location. It is the responsibility of the employee to complete an absentee form, have the immediate supervisor sign the form, and turn it in to the director’s office. Failure to do so represents an unauthorized absence. Informing the Cooperative as soon as possible will permit the director/designee to plan the workload to accommodate the absence. Three consecutive days of absenteeism without contacting the office is cause for automatic dismissal.

*Effective Date November 12, 2008*  
*Effective Date July 1, 2013* <sup>1</sup>  
*Revision Effective Date July 1, 2013* <sup>2</sup>

*Revision Effective Date February 13, 2014* <sup>3</sup>  
*Revision Effective July 1, 2017* <sup>4</sup>  
*Effective May 20, 2015* <sup>5</sup>



### **Inclement Weather**

Should weather conditions become so severe that the Southeast Arkansas Education Service Cooperative could not open; the Cooperative employees will not be expected to report to work. If this situation exists, employees will be notified by 7:00 a.m. by the Cooperative Phone/Text Tree and by the School Alert System on KATV Channel 7 morning program. In the event of snow, ice or severe weather during the work day, employees should see the director or designee. <sup>2</sup>

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

All Southeast Arkansas Co-op concurrent campus instructors who have electricity and internet connectivity at home should conduct the day based on the academic calendar. This includes instructors who teach from the Cooperative as well as those teaching from other locations. In the unlikely event that all districts in the state are closed due to inclement weather, the missed instructional days will be made up at the end of the instructional calendar and the contract ending date will be extended.<sup>3</sup>

### **Overtime**

Federal Wage and Hour laws apply to all non-certified and non-supervisory positions.

Certified or supervisory personnel are required to perform their duties at irregular hours, on weekends and away from the office. Their work schedules cannot be fixed and they must arrange their workloads to meet requirements of their responsibilities. Off site workers are not expected to be on the same schedule as the Cooperative building location.

All employees must keep an accurate time sheet which reflects actual time worked. An employee signature on the time sheet is considered verification of that time. Falsification of time records/time sheets will be grounds for discipline.

Prior authorization of supervisor is required before an employee can exceed the hours of his/her normal work schedule.

### **Resignations**

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

Accrued vacation should be taken prior to the effective date of an employee's termination date. However, if this is not feasible, the employee may receive compensation for accrued vacation leave with the director's approval. (See Item N in appendices for form)

### **Termination**

The laws of the State of Arkansas will be followed in all matters dealing with the termination or non-renewal of certified or classified employees.

### **Staff Exit'**

Employees leaving the Southeast Arkansas Education Service Cooperative must provide written notice of resignation immediately either given to their supervisor or sent to the Director. In accordance with policy, a minimum of two weeks is required. The Employee Departure Check-out List must be completed in the payroll office by close of business on the last day of employment.

Employees must return all equipment, keys, books, and other required items issued to them within 10 working days after the last date of employment. If items are not returned within that time frame, the value of the item(s) will be deducted from the final paycheck. If the final paycheck is not enough to cover the value of the item(s), it will be turned over to the SEARK Cooperative's attorney. <sup>2</sup>

*Effective Date July 1, 1999*  
*Effective Date July 1, 2011<sup>1</sup>*

*Effective Date July 1, 2015<sup>2</sup>*  
*Effective Date February 10, 2016<sup>3</sup>*

### **Pay Back<sup>1</sup>**

Employees of the Coop, who receive payment of funds from salary, sick leave, vacation days, or personal days that are not earned, must pay back to the Coop the funds received. It is the responsibility of the employee to monitor the use of unearned sick leave, vacation days and personal days to prevent payment for these days if they are not going to continue employment at the Coop to earn the advanced days.

### **Workshop Fees<sup>1</sup>**

It is the responsibility of the individual taking the workshop to pay the fee unless they have approval of their employer to pay the fee for them. An employee leaving an employer is responsible for the fee unless they get their new employer to pay for the fee. The responsibilities for taking care of fees fall upon the individual taking the workshops.

### **FOI Request<sup>1</sup>**

The Coop will honor any request for information under the FOI law without any cost, if the cost is less than \$25.00. If the cost exceeds \$25.00 the fee must be paid before information is given to the requestor. An itemized list of the charges will be provided to the requestor. The cost will include the time for employees working on the request that takes more than two (2) hours.

## **GRIEVANCE PROCEDURE**

### **Purpose**

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

### **Procedure**

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

1. Within ten days (two working weeks), the complainant must present the complaint, in written form to the immediate supervisor. The supervisor will investigate and respond. Complainant should use Form A "Grievance Report."
2. The Supervisor has one working week (five days) in which to investigate and respond in writing. (Use Grievance Response Form.)
3. If the complainant desires to further pursue the grievance, the grievance must be presented to the Director within ten days (two working weeks). Use Form B.
4. Written response by the Director must be received within five days (one working week). (Director should use Form B – Director's Response to Grievance)
5. If the complainant is not satisfied at this level, an appeal may be made within ten days (two working weeks) to the Board of Directors and the complaint will be considered at the next regular Board Meeting. Board hearings will be conducted so as to accord due to process of all parties involved in the complaint such as written notice of hearings, dates, of specific charges, right to counsel, right to present written statements.  
The decision of the Board of Directors will be by a majority of the members at a public meeting. (Complainant should use Appeal Form.) The complainant should request a written statement of the proceeding. The cost shall be equally shared between the complainant and the employer.
6. The designated representative of the Board of Directors will respond to the complainant in writing within thirty (30) days.

*Effective Date July 1, 1999*

*Effective Date July 1, 2011<sup>1</sup>*

**Sexual Harassment Policy**

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

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

*Effective Date July 1, 1999*

## **LEAVE BENEFITS**

All eligible leave must be exhausted before pay will be docked.<sup>4</sup>

### **Vacation Leave**

Personnel who work on a 240 day contract earn one vacation day per month based upon their work day.<sup>3</sup>

Personnel who work on a 240 day contract, hired during a fiscal year, will earn vacation leave on a prorated schedule.<sup>3</sup>

Personnel with a contract less than 240 days are not eligible for vacation benefits.<sup>3</sup>

Any vacation days in excess of 20 days as of June 30<sup>th</sup> of each year will roll into Sick Leave days.<sup>4</sup> Vacation leave must have prior approval of the director/designee. Vacation time (more than 10 consecutive days) should be requested six weeks in advance.

A written notice of resignation must be submitted to the director at least two (2) weeks (10 working days) prior to the last day of employment in order to receive compensation for unused accrued vacation leave.

If job responsibilities dictate, based upon the decision of the immediate supervisor and approved by the Director, employee may work up to the final day of employment thus preventing employee from using accrued vacation days. The employee will then be compensated for accrued unused vacation days at the end date of employment.

In the event of an employee's death, unused earned vacation leave will be paid to the employee's beneficiary that has been identified by the employee for the Fringe Group Life Insurance Policy. Unused vacation leave will be paid at the employee's daily rate. This will only be paid if funds are available from the employee's funding source.<sup>4</sup>

### **Sick Leave Policy**

Sick leave may be used when a staff member is sick, or in the case of sickness or death of an *immediate family member\** of the staff member. Sick leave may be used during pregnancy. Additionally, sick leave may be used prior to, and immediately after, adoption of a child by a staff member.

**" Immediate family member "** includes the employee's spouse, child, parent, sibling, grandchild, grandparent, mother-in-law, father-in-law, sister-in-law, and brother-in-law.

### **Computation of Sick Leave Days**

1. Sick leave for full-time staff members shall accumulate at the rate of one day per month minus the number of days used.
2. Regular sick leave may be accumulated to a maximum of 120 days. When the employee has reached the maximum number of sick leave days the employee will be paid \$50.00 per day for days earned above the maximum 120 days provided the funds are available in the federal, state or local grants covering the employee.
3. Sick leave is effective on the date the staff member is required to report for work. Full sick leave will be accrued to the leave record according to one day per month. Part-time employees will be credited one day per 140 hours of work.

*Effective Date July 1, 2008<sup>1</sup>*

*Effective Date July 29, 2009<sup>2</sup>*

*Effective Date July 1, 2014<sup>3</sup>*

*Effective July 1, 2015<sup>4</sup>*

4. When a staff member resigns from an educational agency all accumulated sick leave is held in escrow. Should the staff member return to active employment the sick leave will be reinstated. All personnel, both certified and non-certified, may transfer a maximum of 90 days of accumulated sick leave from an education agency with appropriate documentation as determined by the director.
5. All employees who retire under the Arkansas Teacher Retirement System (upon actual resignation for employment termination or upon enrollment in the ATRS T-Drop Program), and have been employed by the Cooperative for a minimum of five (5) years, may be paid a bonus for unused sick leave, up to a maximum of \$50.00 per day, and for a maximum of 120 days. This benefit shall be paid from the employee's funding source. In special instances the Director may recommend, and upon board approval, pay this benefit from the Co-op base funds. Co-op base funds will only be utilized as a last resort for non-base employees. Additionally, it is the responsibility of the retiring employee or the employee enrolling in the ATRS T-Drop Program, when possible, to budget in advance to secure appropriate funds for this benefit from their normal funding source. It is the employee's responsibility to: utilize any remaining balances from their budget to fund this benefit; provide retirement/T-Drop enrollment notice prior to acceptance of employee contract for the upcoming year in which retirement/T-Drop enrollment is to occur; complete all appropriate paperwork; and notify their immediate supervisor of their retirement/T-Drop intentions. After an employee receives this payment for unused sick leave, if they return to work or continue working (enrolled in ATRS T-Drop), they will continue to earn sick leave days but will not be eligible to participate in the "sick leave pool."
6. When a staff member exceeds the accumulated sick leave, an amount equal to a day's pay per day absent will be deducted from the next salary payment. Any unpaid sick leave will be counted toward the twelve weeks available under the Family Medical Leave Act of 1993. Written notification will be sent to the employee, at this time, explaining the Family Medical Leave Act of 1993.
7. When claiming sick leave, the staff member must complete a sick leave form immediately upon return and present it to the Director.
8. The Director may require a doctor's written statement to verify reports of illness.
9. Sick Leave Pool is available to eligible employees under contract. The following policy will govern request from the pool:
  - a. A committee of five (5) will approve or deny all requests. The committee will consist of the Director, two certified employees and two non-certified employees. The said committee members will be appointed annually by the Chairman of the Personnel Policy Committee from the membership list of the sick leave pool.
  - b. The request must be submitted to the committee in writing.
  - c. All vacation, personal and sick leave must be used before an employee is eligible to draw from the pool.
  - d. A member of the Sick Leave Pool, or a member's spouse or a member's child that suffers a catastrophic illness, defined as a serious illness which requires extended hospitalization or rehabilitation requiring absence from the job under a doctor's written order for more than 25 *consecutive*<sup>1</sup> working days, will be eligible to request a maximum of up to 20 days per request.
  - e. To participate and be a member of the Sick Leave Pool, an existing employee must be under contract and join by October 1, must have tenure of one year, and have a minimum of ten (10) sick leave days at the end of the preceding year.
  - f. Employees choosing to participate will contribute one (1) day per year until 500 days are accumulated. One additional day may be requested of participants if an excessive number of days are drawn from the Pool in one fiscal year. Once days are contributed to the pool, they cannot be reclaimed or transferred to another cooperative or school district.

10. In the event of an employee's death, unused earned sick leave will be paid to the employee's beneficiary that has been identified by the employee for the Fringe Group Life Insurance Policy. Unused sick leave will be paid at the rate of \$50.00 per day. This will only be paid if funds are available from the employee's funding source.<sup>3</sup>

### **Bereavement Policy<sup>1-2</sup>**

In the event of the death of a full time employee's spouse, child, parent, sibling, grandchild, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law an employee may take up to three (3) days of bereavement per event; the day before the funeral, the day of the funeral, and the first business day after the funeral. For in town funerals, an employee may take one-half day of bereavement leave upon the death of a close friend or family member not mentioned above (per event). For out of town funerals an employee may take one full day of bereavement leave upon the death of a close friend or family member not mentioned above (per event). Bereavement days cannot be accumulated.

Employees must list relationship to the deceased on their leave slip.<sup>5</sup> A program from the funeral service should be attached to the leave form as documentation.<sup>4</sup>

Part-time employees are not eligible for this bereavement leave.

### **Maternity Leave**

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

### **Personal Leave**

All full-time employees contracted by the Cooperative will be granted personal leave, with pay, for one day per calendar year. All full-time employees who end a fiscal year with an accumulation of 45 sick leave days will be granted an additional personal leave day for the next fiscal year. This leave may be used for any purpose. As of June 30, personal leave accumulated in excess of five (5) days will automatically be added to the employee's sick leave. New SEARK Coop employees who transfer-in sick leave that is over 45 days will not receive an extra personal day until the beginning of the following year.

In the event of an employee's death, unused earned personal leave will be paid to the employee's beneficiary that has been identified by the employee for the Fringe Group Life Insurance Policy. Unused personal leave will be paid at the rate of \$50.00 per day. This will only be paid if funds are available from the employee's funding source.<sup>3</sup>

### **Paid Holidays<sup>1</sup>**

Only full-time employees working 240 days are granted paid holidays.

*Effective Date February 8, 2006*

*Effective Date July 1, 2010 <sup>1</sup>*

*Effective September 24, 2010 <sup>2</sup>*

*Effective July 1, 2015<sup>3</sup>*

*Effective February 10, 2016 <sup>4</sup>*

*Effective July 1, 2017<sup>5</sup>*

## **Family and Medical Leave Policy**<sup>2</sup>

The SEARK Education Service Cooperative will follow all Federal FMLA guidelines concerning the Family and Medical Leave Act with the following additions. The website with the guidelines is <https://www.dol.gov/general/topic/benefits-leave/fmla>

- The plan year will be from July 1 through June 30
- At the Cooperative's option, available paid leave will run concurrently with unpaid FMLA Leave
- The employee may be required to provide advance leave notice and medical certification. Taking leave may be denied if requirements are not met.
- The Cooperative may require medical certification to support a request for leave and may require a second or third opinion (at the employer's expense) and a fitness for duty report to return to work.

## **Military Family Leave Entitlements**<sup>1</sup>

The SEARK Education Service Cooperative will follow all Federal FMLA guidelines concerning Military Family Leave.

## **Worker's Compensation Coverage**

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

1. The employee must immediately or as soon as possible report the incident to his/her immediate supervisor and must report the claim to the Arkansas School Board Association (ASBA) via telephone or website as soon as possible.
2. After the claim is reported to the ASBA, the employee must notify the Co-op Business Office. The employee will then be given another form to fill out (Form N). This form must be filled out, signed and returned to the Business Office.
3. The employee is responsible for all expenses that are incurred if the claim is denied by ASBA. Simply reporting the claim does not guarantee an eligible claim.
4. There is an appeal process for those claims that are denied. In case of a denial, a denial notification will be sent to the employee, and the appeal process will be outlined on this notification.
5. Worker's compensation pay, sick leave and vacation leave benefits cannot be combined to exceed employee's normal daily rate of pay.<sup>1</sup>
6. The employee must use eligible, available, leave while out for a Workers' Comp injury or sickness.

Arkansas School Board Association contact info:

1-855-769-7900

[www.arsba.org/home/wcform1](http://www.arsba.org/home/wcform1)

## **Related Benefits**

Workers compensation, Arkansas Teacher Retirement System, Social Security, and Insurance: Information regarding the above will be provided upon request by the Director.

*Effective Date July 1, 2003*

*Effective Date July 1, 2013*<sup>1</sup>

*Effective Date July 1, 2017*<sup>2</sup>

### **Court and Jury Leaves**

Any employee who is officially notified for court, jury duty, or subpoenaed, will be entitled to regular Cooperative compensation in addition to any fee paid by the Court for such services or necessary appearances in any court. Reasonable notice must be given to the Director. If the employee is not serving official duties related to court, jury duty, or subpoenaed, the employee must return to their regular work schedule during official work hours.

Documentation should be provided to the Director.

### **Military Leave**

Military leave will be granted in compliance with P.L. 93508 (December 1974) as amended by P.L. 94-286 (May 1976), as amended by P.L. 103-503 (October 1994) and Arkansas Act 956 of 1991 (see appendices).

The employee must attach a copy of his military orders to each request.

### **Reporting Leave**

All types of leave must be reported to the Director/designee prior to the requested leave. Emergency situations that prevent prior reporting must be reported immediately upon the employee's return.

### **Annual Calendar**

An annual Cooperative calendar will be approved by the Board each year. Employees located at the other work sites will follow schedules developed for their specific program. A calendar year for a 12-month employee is 240 working days.

### **Annual Performance Ratings**

A job description will be developed for all positions

The Director/designee shall provide each staff member with a written evaluation at least once each year. The evaluator shall discuss the written evaluations with the person being evaluated and that person shall sign or initial a copy of the evaluation for the Director's file. Written comments may be added to the evaluation by the person being evaluated.

Evaluations will be conducted in a professional, positive manner. The objective will be to help identify employee strengths and weaknesses and to offer suggestions for improvement of performance.

The SEARK Education Service Cooperative will follow State Law and AR Department of Education guidelines on Teacher Excellence and Support System (TESS).<sup>1</sup>

*Effective Date July 1, 2008*

*Effective Date July 10, 2013 <sup>1</sup>*



### **Cellular Phone Policy**

The SEARK Cooperative Director may authorize a cellular phone for Cooperative personnel provided appropriate job related need for such phone is justified. <sup>3</sup>

The SEARK Cooperative Director may authorize reimbursement for business related calls made on an employee's personal cellular phone. The employee must submit appropriate documentation to justify the charges and request for reimbursement shall be made on the employee TR-1 form. Monthly reimbursements cannot exceed the established minimum monthly plan rate.

### **In Home Internet Service/In Home Work Telephone<sup>2</sup>**

Employees issued in-home internet service and/or an in-home work phone that is paid with program funds accept that the cost for this is taxable, reportable income. As these services are paid, that amount will be reported on their next month payroll check as a taxable fringe benefit.

### **Moving Expenses<sup>1</sup>**

The SEARK Cooperative will not pay moving expenses for any employee. The Co-op Director's moving expenses may be paid by the approval of the SEARK Co-op Board of Directors.

### **Praxis Exams<sup>1</sup>**

Praxis exams for employees may be paid with the approval of the director and program coordinator as needed for an employee to meet certification/licensure in a program area in which they work.

### **College Coursework<sup>1</sup>**

College coursework for employees may be paid by program funds if requested by the director/program coordinator and with the approval of the director as needed for an employee to meet certification/licensure in a program area. The cost of the college coursework paid by the program funds will be forgiven at the rate of 20% per year. If an employee leaves the Co-op program area before 100% of the coursework is forgiven the employee must pay the program area the remaining balance.

Any reimbursement by the Cooperative to an employee for obtaining certification or licensure to meet minimum job requirements will be taxable income listed on the employee's W2 for that calendar year.<sup>4</sup>

*Effective Date July 1, 2007*

*Effective Date July 1, 2009 <sup>1</sup>*

*Effective Date July 1, 2011 <sup>2</sup>*

*Revision Effective Date July 1, 2013 <sup>3</sup>*

*Effective Date July 1, 2017 <sup>4</sup>*

## **Employee Travel Policy**

Employees of the Southeast Arkansas Education Service Cooperative will be reimbursed for expenses incurred in the fulfillment of their official duties in the following manner:

1. The Co-op will have a mileage chart for frequently visited cities based on Rand McNally website to figure mileage. All employees will be given a copy of the chart and it will be posted to the Co-op website. Mileage on the chart will be computed from Monticello to destination. If exact mileage is claimed, the employee must attach a map from Rand McNally website to their travel form. Exceptions to this policy may include site based home visitors and teachers. Any other exceptions are at the discretion of the Director. Employees who spend most of their time in the field and are not required to come to the Co-op offices on a daily basis, should compute their mileage on those days as explained below.

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

- a. **Travel to a temporary/alternate work location (school/day-care/home visit site) from home:** The employee shall be reimbursed if the number of miles between the employee's home and the temporary work location exceeds the normal commuting miles driven from the home to regular work station (office or assigned school). For example, if the employee assigned office is 10 miles from the employee's home, and he/she must travel to an alternate worksite 15 miles from home, the traveler would only be reimbursed each way for 5 miles ( $15-10 = 5$ ).
  - b. **Travel to normal work station (office or assigned school) then to alternate site:** If the employee performs official local travel during the regular work day after arriving at their home base, the travel costs exceeding the normal daily commuting costs will be reimbursed. For example, if the employee is at the assigned office site for part of the day but finishes the day at an alternate site, the reimbursable amount is determined by subtracting the employee's normal daily commute home – from office to site is 15 miles and office to work is 10 miles, so paid 15 miles for first leg of trip and 5 miles for trip home ( $15-10 = 5$ ). If the employee returns to the office, then the full trip mileage of 15 miles each way would be reimbursed.
  - c. **Travel to conferences, meetings, training sessions, and other business-related activities:** The employee shall be reimbursed each way if the number of miles between the employee's home and the location of the conference, meeting, training session, or other training activity exceeds the normal commuting miles driven from the home to regular work station (office or assigned school).
  - d. **Itinerant Staff:** The employee shall be reimbursed for all miles driven from their first daily assignment to any subsequent assignment during the day. Itinerant employees will not be reimbursed mileage from home to their first assignment or from their last assignment to home, regardless of their place of residence.
2. Travel reimbursement will be paid at the state rate per mile and rate increases will be made as the rate increase becomes known. These increases will be made as soon as the Co-op receives notification of a rate increase.
  3. Business related lodging expenses will be reimbursed or paid by direct bill for Co-op employees. Employees are expected to expend funds wisely and to use sound judgment regarding appropriate lodging. Personal phone calls, entertainment expenses, alcoholic beverages, tips, replacement of personal items due to loss or theft, and other personal related expenditures are not eligible for reimbursement.

*Effective Date July 1, 2008*

Lodging allowances are based on current GSA rates, found at [www.gsa.gov](http://www.gsa.gov). Room rates exceeding the GSA rates must have prior approval and include a justification as to why it was in the best interest of the Co-op. Reimbursement for actual lodging expenses exceeding the GSA amount may be allowed with advanced written approval from the Director or his/her designee. Itemized lodging receipts are still required.

4. **Meal reimbursement:** Co-op employees are not eligible for meal reimbursements when the employee is traveling within the Co-op area, unless the meal is a Co-op organized business related meeting whereby multiple participants are involved (board meetings, seminars, staff development training, etc.) The reimbursement for such meals shall be the actual cost of the meal and the employees are expected to use sound judgment regarding appropriate expenditures and the Director may disallow expenditures that are excessive. Itemized receipts and appropriate documentation (agenda, sign in sheet) shall be required.<sup>1</sup>
5. **Out of state travel:** Employees traveling out of state must complete appropriate paper work (out of state travel form) and receive prior approval from the Director. Reimbursement for meals and incidentals out of the state will be paid as allowed under IRS reimbursement rates.
6. **Per diem reimbursements:** Co-op employees are eligible for per diem meal reimbursements as per IRS guidelines on [www.gsa.gov](http://www.gsa.gov) when an employee stays overnight for a business related function. It would be allowable for the employee to stay overnight if the business related function ends whereby the employee would not have sufficient rest or sleep for a return trip home. If the cost of the meal is less than the Guideline, CLAIM ONLY THE COST OF THE MEAL. The IRS Rate Table CAN NOT be exceeded, but should be used as a guide to know the maximum allowed.<sup>1</sup> If the meeting/workshop/conference that is being attended provides a meal(s), a portion of the reimbursement request should be adjusted accordingly. An agenda must be attached to the employee's TR-1 form, if applicable. Please follow the guideline shown below to make this adjustment. <sup>1</sup>
  - Breakfast - 20% of per diem
  - Lunch – 30% of per diem
  - Dinner – 50% of per diem
6. **Per diem travel days:** Per diem reimbursement shall be at 75% of the allowable amount under IRS guidelines on the traveling days. Only claim meals that would be part of the time frame of travel. <sup>1</sup>
8. **Incidental reimbursements:** Itemized receipts must be provided to receive allowable business related incidental reimbursements. Fees for parking a privately-owned vehicle are reimbursable if the fees are incurred while conducting organizational business. Valet parking fees are not permitted unless there is no other reasonable parking available.
9. **Request for reimbursement:** Request for reimbursement of travel expenses shall be submitted on a TR-1 form with supervisor approval. Documentation of the purpose of the travel is required (agenda, registration, etc.). TR-1 forms will only be paid monthly and will have a maximum two-week turn around period for payment.
10. **Travel mode:** Mode of travel shall be determined by the Director or designee of the Director. Vehicle rental will be approved only in instances when it is necessary means for transportation for Co-op business. The first consideration for transportation during travel should be public transportation, shuttles, and taxi services.

*Effective Date July 1, 2008*

*Effective Date September 24, 2010 <sup>1</sup>*

11. Employee responsibility for advance payments: In the event that an employee does not attend a function or activity where advance payment has been paid and cannot be refunded, the employee will be held responsible for payment. In the event of death, extreme illness, or extreme weather conditions that would prevent safe travel, as determined by a reputable weather source, fees will be absorbed by the Cooperative after every attempt has been exhausted to recover those expenses. <sup>1</sup>

*Effective Date July 1, 2008*  
*Effective Date July 1, 2014 <sup>1</sup>*  
*Policy Updated Effective July 1, 2017*

## **Employees' Fund**

The following policy will govern the use of the employee funds of the SEARK Education Cooperative.

An employee fund committee of no less than (2) volunteers from various departments on a rotating schedule will direct the activities of the fund following these guidelines:

1. A recognition of loss will be sent for: employee, Board of Director, and/or loss of a parent, spouse, or child of employee or Board of Director, if funds are available.<sup>1</sup>
2. A card will be sent for loss of grandparents, in-laws, sibling, or grandchildren.
3. When an employee or Board member is admitted to a medical facility for a major illness or major surgery, recognition of concern may be sent, if funds are available.<sup>1</sup>
4. Funds may be used for the Director's and Assistant Director's Christmas gifts, if funds are available.
5. Retirement or parting gifts may also be purchased if funds are available.
6. With approval of the committee, equipment/supplies for the benefit of the employees may be purchased, as funds are available.
7. A maximum of \$40 will be set for each expenditure paid from the employee's fund. The maximum can be increased if funds are available, at the discretion of the committee.

## **Acceptable Use Policy for the Internet**

These guidelines are provided so employees are aware of their responsibilities when using SEAESC internet connections and computer equipment. In general, this requires ethical, legal, work-related use of computers and network resources. If any Southeast Arkansas Education Service Cooperative network user violates any of these provisions, it can result in termination of their user account, and denial of future access.

### Terms and Conditions

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

*Effective Date July 1, 2003*

*Revision effective July 1, 2015<sup>1</sup>*

*Revision effective September 21, 2015<sup>2</sup>*

### **E-mail**

Southeast AR Education Service Cooperative may provide employees with access to an email system, to be used for business purposes only. Email contents may be subject to periodic unannounced inspections; therefore, you should not assume that messages are confidential.

### **E-mail Retention Policy**

It is our policy that each employee will be responsible for retaining emails as needed for Cooperative use. Employees must delete all non-work related emails. All emails will reside on Google.com servers and are not backed up locally.<sup>2</sup>

### **Information Technology Security<sup>1</sup>**

The Coop Director shall be responsible for ensuring the Coop has the necessary components in place to meet the Coop's needs and the state's requirements for information technology (IT) security. The Coop shall appoint an information technology security officer (ISO) who, along with other IT staff, the Coop Director and the Technology Coordinator shall develop the necessary procedures to create a district-wide information technology security system meeting the requirements of this policy and the standards prescribed by the Arkansas Department of Education.

The IT security system shall contain the necessary components designed to accomplish the following.

1. Sensitive information shall be protected from improper denial, disclosure, or modification.
2. Physical access to computer facilities, data rooms, systems, networks and data will be limited to those authorized personnel who require access to perform assigned duties.
3. Traffic between internal (Coop) resources and external (Internet) entities will be regulated by network perimeter controls. To the extent technologically feasible, network transmission of sensitive data should enforce encryption.
4. User access to the district's technology system and its applications shall be based on the least amount of access to data and programs necessary to perform the user's job duties.
5. Student or financial applications software developed for or by the district will be tested prior to implementation to ensure data security through proper segregation of programs.
6. Monitoring of internal and external networks and systems will be designed to provide early notification of events and rapid response and recovery from IT related incidents and/or attacks.
7. Continuity of critical IT services will be ensured through the development of a disaster recovery plan appropriate for the size and complexity of the district's IT operations.
8. Software protection of servers and workstations will be deployed to identify and eradicate malicious software attacks such as viruses, spyware, and malware.

*Legal Reference: Commissioner's Memo RT 09-010*

*Effective Date November 12, 2008*

*Effective Date May 15, 2009 <sup>1</sup>*

*Effective Date September 23, 2015<sup>2</sup>*

## **CIPA Compliance**

### **Technology Protection Measure**

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

### **Internet Safety Policy**

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

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

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

*Effective Date: July 19, 2012*

## **Purchasing Policy**

The Southeast Arkansas Education Service Cooperative shall follow all applicable state and federal laws related to the expending of all Co-op funds. The Co-op Director is responsible for the management of the overall process and shall develop the overall administrative procedures related to the expenditure of Co-op revenue. **A copy of the purchasing procedures is kept in the business office of the SEARK Co-op.** All Co-op employees are required to follow these guidelines and may not make financial obligations on behalf of the Co-op outside of these parameters.

Good sound judgment will be exercised in the expending of all funds with a focus on quality, efficient service where appropriate, and competitive pricing. The Co-op Director may designate, to appropriate personnel, procedures that will ensure the efficiency and accountability for accomplishing this objective.

Personnel who manage budgets and who have the authority to purchase through the Co-op purchasing process must be able to always justify the purchase based on quality, service, and competitive pricing. Purchases of commodities and or services in excess of \$20,000<sup>2</sup> must be accompanied by appropriate documentation to verify adequate solicitation. Solicitation may be in the form of telephone quotes, written quotes, or formal bidding. Solicitation of this nature requires that the exact specifications of the item(s) to be purchased to be fairly distributed to interested vendors so that appropriate vendors have an equal opportunity to participate in the process. Appropriate documentation must also include an exact listing of all expenses related to the quote, name of the vendor, the date of the quote, the name of the person providing the quote, and the name of the person recording the quote. All requirements for the quote must be provided to all vendors submitting a quote. Additionally, a minimum of three legitimate quotes must be received or an explanation of why such was not possible.

The Director may reject all bids and may purchase the commodity or service or combination of service and commodities by negotiating a contract. If the Director determines that the purchase shall be made by negotiation, then all vendors who provided quotes shall be given the opportunity to negotiate.

Construction projects of more than \$35,000<sup>2</sup> whereby services are involved must follow the state formal bidding process. This includes advertising in the county-wide paper for two (2) consecutive weeks.

It is intended that no purchases shall be split or parceled in order to purchase under a less restrictive procedure. However, it is also recognized that by the nature of Co-op purchasing that all purchasing can not be aggregated because of the diversity of timing of the Co-op operations. However, when appropriate as determined by the Co-op Director, purchases shall be consolidated and purchased as a group in order to secure the best available pricing.

The following exceptions shall be recognized from bidding requirements.

1. Commodities of unforeseen and unavoidable emergency
2. Commodities only available from the federal government
3. Utility services for which the rates are subject to state agency or federal regulations.
4. Used equipment and machinery
5. Commodities only available from a single source vendor

Any purchase or purchases that add up to be greater than or equal to \$25,000.00 must have documentation attached showing the program ran a check on the company at [www.sam.gov](http://www.sam.gov) and that company is not debarred or suspended.<sup>1</sup>

Federal grants will follow all new Uniform Grant Guidance (UGG) laws effective July 1, 2015.

*Effective Date July 1, 2003*

*Effective Date July 1, 2017<sup>1</sup>*

*Effective Date August 1, 2017<sup>2</sup>*



### **Authorization of Electronic Transfer of Funds**

Act 989 of 2011 amended state law to allow for the electronic transfer of the funds of a school district, provided that certain criteria of approval are met. The Arkansas Department of Education has advised that it is acceptable for a School Board to issue annual blanket authorization for routine and/or recurring electronic funds transfer (ACH) payment, such as the payment of payroll taxes, utility bills, payroll direct deposit disbursements, etc. Most school districts in Arkansas have been utilizing ACH Electronic Funds Transfers for such purposes for many years.

The Southeast Arkansas Education Service Cooperative Board of Directors hereby authorizes the District Treasurer to initiate electronic fund transfers as necessary and appropriate for routine and/or recurring fund disbursements. Such authority is granted in all cases, provided that applicable documentation is maintained by the Treasurer verifying that each disbursement is an approved obligation according to Southeast Co-op policy, and pursuant to §6-13-701(e)(1)(B) of Arkansas Code.

### **6-13-701. Powers and duties of District Treasurer.**

(e) The duties of the school district treasurer shall be as follows:

(1) (A) To receive and disburse funds of the school district. Disbursements of such funds shall be made only upon:

(i) Checks or warrants signed by the disbursing officer of the school district board of directors and by the superintendent of the school district; or

(ii) The electronic transfer of funds if the electronic transfer is:

(a) Initiated by the school district; and

(b) Authorized in writing by both the disbursing officer of the board of directors and the superintendent of the school district.

(B) As an evidence of authority for disbursement of any funds, the school district treasurer shall have on hand approved:

(i) Invoices;

(ii) Payrolls that conform with written contracts on file in his or her office; and

(iii) Other appropriate documentation that indicates an authority for disbursement;

## **Crisis Plan**

### **Intruder in Building with a Weapon**

Follow Active Shooter Response Training to avoid, deny, and defend. Use the Panic Button app or call 911 immediately.

### **Threatening Person(s) Outside of Building**

Announcement: **“WE HAVE A THREAT OUTSIDE THE BUILDING, I REPEAT; WE HAVE A THREAT OUTSIDE THE BUILDING.”**

Lock all outside doors immediately and utilize the Panic Button app or call 911.

Follow Active Shooter Response Training to avoid, deny, and defend.

### **Terroristic Threatening**

If an employee of the cooperative is made aware of any type of terroristic threatening by verbal, physical, written, or implied acts, he/she will report those acts to their immediate supervisor and the director or his/her designee so that appropriate authorities can be notified.

### **Bomb Threat**

If a bomb threat is made known to an employee of the cooperative, the director or his/her designee will be notified to alert the appropriate authorities.

Announcement: **“PLEASE EVACUTATE THE BUILDING IMMEDIATELY.”**

Explanation: A bomb threat has been called into the cooperative.

1. Utilize the Panic Button app and/or call 911.
2. Evacuate the building according to fire evacuation routes.
3. Turn off cell phones/pagers/microwaves/two-way radios as this might set off explosives.
4. Remain outside until all clear is announced by the authorities.

### **Natural Disasters**

1. When a natural disaster (thunderstorm, tornado, earthquake, fire, water line break, gas line leaks, power failure, etc) occurs, the situation should be assessed to determine the disaster and to see if medical attention is needed. If there are injuries, be prepared to provide emergency first aid until emergency medical help arrives.
2. Utilize the Panic Button app or 911 should be the first number called in the event of a fire or an incident that has resulted in injuries. The director or his/her designee should be contacted and notified of the situation.
3. The utilities should be disabled in the event of structural damage. Also, if occupants are in danger of further harm with the utilities functioning, they should be disabled.
4. Provide protection and care for the occupants. Care for the injured until help arrives. Evacuation may be necessary. Take all necessary steps to insure the health and safety of the building occupants.
5. If there are injuries or deaths, be prepared to give the needed support and comfort. The police and emergency medical staff should be available to assist.

### **Reduction in Force**

This is a policy to guide the SEARK Education Service Cooperative when circumstances give cause for a reduction in staff. Circumstances which might bring about such a reduction in staff are financial difficulties, elimination of a program or elimination of funding to support a specific program, or the need for reduction in a service area.

Programs operated through the SEARK Education Service Cooperative require skill and expertise consistent with specific programs and services. Each program and service area operated and provided through the SEARK Education Service Cooperative must exist on a stand-alone financial basis, and when a reduction in force becomes necessary each program or service area will be considered on a specific program or service area basis.

In the event a program or service area cannot maintain self-support status it will become necessary to supplement the program/service area from base revenues or reduce personnel in that particular area in order to attain self-support status.

SEARK Education Service Cooperative personnel who work in areas that are not revenue producing areas may be reduced in the event that it is determined by the director and approved by the Board that a reduction is necessary for the benefit of financial stability or if the reduction is necessary for the efficient and effective operation for the SEARK Cooperative.

In the event that a reduction in force becomes necessary, the personnel who are impacted by the reduction in any particular program or service area will immediately be considered for other job opportunities within the SEARK Education Service Cooperative provided that such individual meets the qualifications for such opening, and provided that a need does in fact exist within the interagency area. In no case shall an employee be transferred within the Co-op if such job transfer cannot be justified and defended. If an interagency transfer is a possibility, it shall be the responsibility of the director and the program coordinator/supervisor to evaluate qualifications/abilities and determine if the employee meets the requirements/need for such interagency job opening. If it is determined that an employee does not meet the job qualification requirements, the employee will be provided with notice explaining why they were not approved for the interagency transfer.

Any employee who is severed as a result of a reduction in force may apply for future job openings within the agency, but no preferential treatment shall be provided to such individual.

Should a reduction in force become necessary, reductions will be considered on a program-by-program/service-area by service-area basis. Within each area, the following sequence of criteria shall be applied:

- I. Natural attrition – Reduction as a result of resignation or retirement.
- II. Reduction of personnel based upon evaluation and/or improvement plan. <sup>1</sup>
- III. Reduction of personnel who have not attained full credentialing as required for a specific job. <sup>1</sup>
- IV. Reduction based upon education attainment level.
- V. Reduction based on years of service to the SEARK Education Service Cooperative.
- VI. If the reduction cannot be determined based on the aforementioned steps the Director shall make a recommendation to the Board and the Board shall make the final decision.

*Effective Date July 1, 2008*

*Revision Effective Date July 1, 2013 <sup>1</sup>*

### **Drug Free Policy**

The Southeast Arkansas Education Service Cooperative is strongly committed to providing a drug-free workplace for health and safety of all employees. Therefore, it is the policy of the Southeast Arkansas Education Service Cooperative that the unlawful manufacture, distribution, dispensation, possession, or use of narcotics or controlled substances, drugs and alcohol, during working hours or while performing job related duties constitutes conduct unbecoming of an employee and any employee in violation will be subject to disciplinary action, up to and including discharge.

This agency will not differentiate between drug users and drug pushers or sellers. Any employee who gives or in any way transfers controlled substances to another person or sells or manufactures a controlled substance while on the job premises or while performing job related duties will be subject to discipline up to and including termination.

The term "controlled substance" means any drug listed in 21 U.S.C. Section 812 and other federal regulations. Generally, these are drugs which have a high potential for abuse. Such drugs include, but are not limited to, Heroin, Marijuana, Cocaine, PCP, and "Crack". They also include "legal drugs" which are not prescribed by a licensed physician.

Each employee must inform the Southeast Arkansas Education Service Cooperative within five (5) days after conviction of violation of any federal or state criminal drug statute where such violation occurred in the work place or while performing job-related duties.

The Southeast Arkansas Education Service Cooperative will notify the Federal Finding Agency of the conviction of any employee for drug use or abuse who is employed in a position utilizing federal funds or federal grant, within ten (10) days of receiving notice of the conviction from the employee or otherwise actual notice.

If an employee is convicted of violating any criminal drug statute while in the work place or while performing job-related duties, that employee will be subject to discipline up to and including termination. Compliance with the standards of the conduct stated in this policy is mandatory of all employees. If the situation warrants, the Director shall communicate all information promptly to the proper law enforcement agencies and offer full cooperation in an investigation.

Employees are encouraged to seek treatment and/or counseling for drug problems. The Southeast Arkansas Education Service Cooperative will provide information regarding treatment centers and counseling resources. Employees voluntarily requesting assistance will not have their employment jeopardized by the request. However, a request for assistance by an employee after violating this policy will not affect the imposition of disciplinary action.

*Effective Date July 1, 1997*

## Legal References

### **Drug Free Schools and Communities Act of 1989 Public Law 101-226**

### **Treatment Centers and Counseling Resources**

Delta Counseling and Associates  
790 Roberts Drive  
Monticello, AR 71655

First Step  
1550 West 42<sup>nd</sup>  
Pine Bluff, AR

Bridgeway Hospital  
21 Bridgeway Road  
Little Rock, AR

Southeast Arkansas Mental Health  
2500 Rike Drive  
Pine Bluff, AR

Rivendell Psychiatric Center  
Little Rock, AR  
1 (800) 264-5640

*Effective Date July 1, 1997*

## **APPENDICES**

**Southeast Arkansas Education Service Cooperative  
Drug-Free Policy**

I, \_\_\_\_\_, an employee of the SEARK Cooperative, hereby certify that I have received a copy of this agency's Drug-free policy. I realize that the unlawful manufacture, distribution, dispensation, possession or use of narcotics of controlled substances, drugs and alcohol during working hours while performing job related duties is prohibited. I realize that violation of this policy may subject me to discipline, up to and including termination

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Effective Date July 1, 1997*

**GRIEVANCE REPORT**

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Step 1

FROM: \_\_\_\_\_, Employee

TO: \_\_\_\_\_, Supervisor

SUBJECT: \_\_\_\_\_

DATE: \_\_\_\_\_

Description of incident: On \_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

---

**GRIEVANCE RESPONSE**

Step 2

Grievance No. \_\_\_\_\_  
(To be assigned only if forwarded)

Date Forwarded: \_\_\_\_\_

Response to Grievance:

\_\_\_\_\_  
Signature of Supervisor



Form B

**GRIEVANCE REPORT**

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Step 3

FROM: \_\_\_\_\_  
(Grieving Person)

TO: \_\_\_\_\_  
(Director)

DATE: \_\_\_\_\_  
(Grievance Report [Form A] must be attached)

\_\_\_\_\_  
Signature

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**DIRECTOR'S RESPONSE TO GRIEVANCE RESPONSE**

Step 4

Date Appeal Received: \_\_\_\_\_

Date of Response to Appeal: \_\_\_\_\_

Response to Appeal:

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Date

*Effective Date July 1, 1997*

**Addendum:**

Act 936 of 1983 “Teacher Fair Dismissal Act of 1983” Amended Act 852 of 1999, Act 631 of 1991, Amended Act 1314 of 1999 “An Act to Provide for a Hearing for Classified School Employees When Being Recommended for Dismissal and For Other Purposes,” Act 654 of 1991 “An Act to Amend Various Provisions of the Arkansas Code to Clarify the Protection of Rights, Privileges and Benefits during Military Leave for Teachers, Administrators, Non-Certified Personnel, State Employees and Other Personnel Employed by the Public; and for other Purposes” And Act 956 of 1991 “An Act to Clarify the Accumulation Aspects of Military Leave for Teachers, Administrators, Non-Certified Persons, State Employee, or Employees of Political Subdivisions; and for other Purposes”

*Effective Date July 1, 1997*

**ACT 936 of 1983**

**“TEACHER FAIR DISMISSAL ACT OF 1983”**

**BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:**

**SECTION 1.** This Act shall be referred to and may be cited as **“The Teacher Fair Dismissal Act of 1983.”**

**SECTION 2.** The term “teacher” as used in this Act shall be defined as any person, exclusive of the superintendent or assistant superintendent(s), employed in an Arkansas public school district who is required to hold a teaching certificate from the Arkansas Department of Education as a condition of employment.

The term “probationary teacher” as used in this Act shall be defined as a teacher who has not completed three (3) successive years of employment in the school district in which the teacher is currently employed. A teacher employed in a school district in this state for three (3) years shall be deemed to have completed the probationary period; provided, however, that an employing school district may, by a majority vote of its directors, provide for one additional year of probationary status.

**SECTION 3.** This Act is not a teacher tenure law in that it does not confer lifetime appointment, nor prevent discharge of teachers for any cause which is not arbitrary, capricious, or discriminatory.

**SECTION 4.** Every contract of employment hereafter made between a teacher and the board of directors of a school district shall be renewed in writing on the same terms and for the same salary, unless increased or decreased by law, which renewal may be made by an endorsement on the existing contract instrument, unless by May 1<sup>st</sup> of the contract year, the teacher is notified by the school superintendent that the superintendent is recommending that the teacher’s contract not be renewed or unless during the period of the contract or within ten (10) days after the end of the school year, the teacher shall deliver or mail by registered mail to the board or parties. Termination, non-renewal or suspension shall be only upon the recommendation of the Superintendent.

A notice of non-renewal shall be mailed by registered or certified mail to the teacher at the teacher’s residence address as reflected in the teacher’s personnel file. A teacher who has completed three (3) successive years of employment in the school district in which the teacher is employed on the effective date of this Act or a teacher who has been given credit for a prior service in another district, as authorized by Section 2, herein is deemed to have completed the required probationary period. The notice of recommended non-renewal of a teacher shall include a simple but complete statement of the reasons for such recommendation.

**SECTION 5.** A teacher may be terminated during the term of any contract period for any cause which is not arbitrary, capricious, or discriminatory, the superintendent shall notify the teacher of the termination recommendation. Such notice shall include a simple but complete statement of the grounds for the recommendation of termination, and shall be sent by registered or certified mail to the teacher at the teacher’s residence address as reflected in the teacher’s personnel file.

*Effective Date July 1, 1997*

**SECTION 6.** Whenever a superintendent has reasons to believe that cause exists for the termination of a teacher and that immediate suspension of the teacher is necessary, the superintendent may suspend the teacher without notice or a hearing. The superintendent shall notify the teacher in writing within two (2) days of the suspension. Such written notice shall include a simple but complete statement of the grounds of suspension and/or recommend termination, and shall state that a hearing before the board of directors is available to the teacher upon request provided such request is made in writing within the time provided in Section 9. The hearing shall be scheduled by the president of the board and the teacher shall be held within the time provided in Section 9 after a request for the hearing unless the teacher and the board agree to a later time.

**SECTION 7.** Each teacher employed by the board of directors of a school district must be evaluated in writing annually. Evaluation criteria and procedures shall be established in the manner prescribed in Act 400 of 1975. Whenever a superintendent or other school administrator charged with the supervision of a teacher believes or has reason to believe that a teacher is having difficulties or problems meeting the expectations of the district or its administration and the administrator believes or has reason to believe the problems could lead to termination or non-renewal of contract, the administrator shall bring the problems and difficulties to the attention of the teacher involved in writing and shall document the efforts which have been undertaken to assist the teacher and correct whatever appears to be the cause for potential termination or non-renewal.

**SECTION 8.** The district shall maintain a personnel file for each teacher who shall be available to the teacher for inspection and copying at the teacher's expense during normal office hours. The teacher may submit for inclusion in the file written information in response to any of the matter contained therein.

**SECTION 9.** A teacher who receives a notice of recommended termination or non-renewal may file a written request with the school board of the district for a hearing. Such written request for a hearing shall be sent by certified or registered mail to the president of the school board, with a copy to the superintendent, or may be delivered in person to each of them by such teacher, within thirty (30) days after the written notice of proposed termination or non-renewal is received by the teacher. Upon receipt of such request for a hearing, the board shall grant a hearing in accordance with the following provisions:

- a. The hearing shall take place neither less than five (5) nor more than ten (10) days after written request therefore has been served on the board, except that the teacher and board may, in writing, agree to a postponement of the hearing to a later date.
- b. The hearing shall be private unless the teacher or the board shall request that the hearing be public.
- c. The teacher and the board may be represented by representative(s) of their choosing.
- d. It shall not be necessary that a full record of the proceedings at the hearing be made and preserved unless:
  1. The board shall elect to make and preserve a record of the hearing at its own expense, in which event a copy thereof shall be furnished to the teacher, upon request, without cost to the teacher.
  2. A written request is filed with the board by the teacher at least twenty-four (24) hours prior to the time set for the hearing, in which event the board shall make and preserve, at its own expense, a record of the hearing, and shall furnish a transcript thereof to the teacher without cost.

*Effective Date July 1, 1997*

Appendix F

**SECTION 10.**

- a. Upon conclusion of its hearing with respect to the termination or non-renewal of a contract teacher who has been employed as a full-time teacher by the school district for less than three (3) continuous years, the board shall take action on the recommendations by the superintendent with respect to the termination or non-renewal of such contract. The board's decision with regard to non-renewal of a probationary teacher shall be final.
  
- b. Any certified teacher who has been employed continuously by the school district three (3) or more years (or who may have achieved non-probationary status pursuant to SECTION 2 herein), may be terminated or the board may refuse to renew the contract of such teacher for any cause which is not arbitrary, capricious, or discriminatory, for violating the reasonable rules and regulations promulgated by the school board. Upon completion of such hearing, the board shall, within ten (10) days after the holding of the hearing:
  - 1. Uphold the recommendation of the superintendent to terminate or not renew the teacher contract, or
  - 2. May reject or modify the superintendent's recommendation to terminate or not renew the contract of the teacher, or
  - 3. May vote to continue the contract of such teacher under such restrictions, limitations, or assurances as the school board may deem to be in the best interest of the school district. Said decision shall be reached by the school board within ten (10) days from the date of the hearing, and a copy thereof shall be furnished in writing to the teacher involved, either by personally delivering the same to the teacher or by addressing the same to the teacher's last known address by registered or certified mail.
  
- c. Subsequent to any hearing granted by a teacher by this Act, the school board shall, by majority vote, make specific written conclusions with regard to the truth of each reason given the teacher in support of the recommended termination or non-renewal.
  
- d. The exclusive remedy for any non-probationary teacher aggrieved by the decision by the school board shall be an appeal there from to the Circuit Court of the county in which the school district is located, within seventy-five (75) days of the date of written notice of the action of the school board. Additional testimony and evidence may be introduced on appeal to show facts and circumstances showing that the termination or non-renewal was lawful or unlawful.

**SECTION 11.** If a teacher quits or refuses to teach in accordance with his or her contract without just cause, or otherwise breaks or violates the contract between the teacher and the school district, and enters into a contract with another district or accepts employment a position requiring a teaching certificate with another district during the term of the contract violated or broken, the board of directors of the district which first contracted the teacher may, at its discretion, petition the State Board of Education to revoke or suspend the certificate of the teacher for the remainder of the period of the broken contract in order to prohibit such teacher from teaching elsewhere during the time for which he or she has been employed under the contract.

*Effective Date July 1, 1997*

**ACT 852**

**“AN ACT TO AMEND VARIOUS PROVISIONS OF THE TEACHER FAIR DISMISSAL ACT”**

**BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:**

**SECTION 1.** Arkansas Code Annotated 6-17-1506 (a) and (b) pertaining to teacher contract renewal is amended to read as follows:

(a) Every contract of employment made between a teacher and the board of directors of a school district shall be renewed in writing on the same terms and for the same salary, unless increased or decreased by law, for the next school year succeeding the date of termination fixed therein, which renewal may be made by an endorsement on the existing contract instrument, unless by May 1 of the current contract year, the teacher is notified by the school superintendent that the superintendent is recommending that the teacher’s contract not be renewed or, unless during the period of the contract or within ten (10) calendar days after the end of the school year, the teacher shall send by certified or registered mail to the president, vice-president or secretary of the board of directors of the school district, with a copy to the superintendent, or may deliver in person to the president, vice-president, or secretary of the board of directors of the school district, his or her resignation as a teacher, or unless such contract is superseded by another contract between the parties.

(b) Termination, non-renewal, or suspension shall be only upon the recommendation of the superintendent. A notice or non-renewal shall be delivered in person to the teacher or mailed by registered or certified mail to the teacher at the teacher’s residence address as reflected in the teacher’s personnel file. The notice of recommended non-renewal of a teacher shall include statement of reasons for such recommendation setting forth the reasons in separately numbered paragraphs so that a reasonable teacher can prepare a defense.

**SECTION 2.** Arkansas Code annotated 6-17-1507 (c) is amended to read as follows:

(c) The notice shall include a statement of the grounds for the recommendation of termination setting forth the grounds in separately numbered paragraphs so that a reasonable teacher can prepare a defense. The notice shall be delivered in person to the teacher or sent by registered or certified mail to the teacher at the teacher’s residence address as reflected in the teacher’s personnel file.

**SECTION 3.** Arkansas code annotated 6-17-1508 (c) and (d) pertaining to termination of certified school employees is amended to read as follows:

(c) The written notice shall include a statement of the grounds for suspension or recommended termination setting forth the grounds in separately numbered paragraphs so that a reasonable teacher can prepare a defense. The written notice shall be delivered in person to the teacher or sent by registered or certified mail to the teacher at the teacher’s residence address as reflected in the teacher’s personnel file shall state that a hearing before the board of directors is available to the teacher upon request, provided the request is made in writing within the time provided in § 6-17-1509.

*Effective Date July 1, 1997*

(d) The hearing shall be scheduled by the president, vice-president or secretary of the board of directors of a school district and the teacher and shall be held within the time and manner provided in § 6-17-1509 after a request for the hearing is received by the board.

**SECTION 4.** Arkansas Code Annotated 6-17-1509 (b) and (c) pertaining to termination or non-renewal of teacher contracts is amended to read as follows:

(b) Written request for a hearing shall be sent by certified or registered mail to the president, vice-president, or secretary of the board of directors of the school district, with a copy to the superintendent or may be delivered in person by the teacher to the president, vice-president, or secretary of the board of directors of the school district, with a copy to the superintendent, within thirty (30) calendar days after the written notice of proposed termination or non-renewal is received by the teacher.

(c) Written request for a hearing shall be sent by certified or registered mail to the president, vice-president, or secretary of the board of directors of the school district, with a copy to the superintendent or may be delivered in person by the teacher to the president, vice-president, or secretary of the board of directors of the school district, with a copy to the superintendent, within thirty (30) calendar days after the written notice of proposed termination or non-renewal is received by the teacher.

(1) The hearing shall take place at a time agreed upon in writing by the parties, but if no time can be agreed upon, then the hearing shall be held not less than five (5) calendar days nor more than twenty (20) calendar days after the written request has been received by the board.

(2) The hearing shall be private unless the teacher or the board shall request that the hearing be public.

(3) The teacher and the board may be represented by representatives of their choosing.

(4) It shall not be necessary that a full record of the proceedings at the hearing be made and preserved unless:

(A) The board shall elect to make and preserve a record of the hearing at its own expense, in which event a copy shall be furnished to the teacher, upon request, without cost to the teacher.

(B) A written request is filed with the board by the teacher at least twenty-four (24) hours prior to the time set for the hearing, in which event the board shall make and preserve, at its own expense, a record of the hearing, and shall furnish a transcript to the teacher without cost; and

(5) The board shall not consider at the hearing any new reasons which were not specified in the notices provided pursuant to this subchapter.

**SECTION 5.** Codification Clause.

**SECTION 6.** Severability Clause.

**SECTION 7.** Repealing Clause

*Effective Date July 1, 1997*

Appendix I

**ACT 631 OF 1991**

**“AN ACT TO PROVIDE FOR A HEARING FOR CLASSIFIED SCHOOL EMPLOYEES WHEN BEING RECOMMENDED FOR DISMISSAL; AND FOR OTHER PURPOSES”**

**BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:**

**SECTION 1.** This act shall be known and may be cited as the “Public School Employee Fair Hearing Act.”

**SECTION 2.**

- a. For purposes of this act, the term “employee” shall mean any person employed by a school district under a written annual contract, who is not required to have a teaching certificate issued by the Arkansas Department of Education as a condition of employment.
- b. “Probationary employee” means an employee who has not completed one (1) year of employment in the school district in which he is employed. Provided that at least thirty (30) days prior to the completion of an employee’s probationary period, the superintendent of schools may recommend and the board of directors may vote that one (1) additional year of probation is necessary for an employee.
- c. “Full-time” employee means any employee who is contracted to work at least twenty (20) hours per week.

**SECTION 3.** The superintendent of a school district may recommend termination of an employee during the term of any contract, or that non-renewal of a full-time non-probationary employee’s contract provided that he gives notice in writing, personally delivered, or by letter posted by registered or certified mail to employee’s residence address as reflected in the employee’s personnel file. The recommendation of non-renewal of a full-time non-probationary employee’s contract shall be made no later than thirty (30) calendar days prior to the beginning of the employee’s next contract period. Such written notice shall include a statement of the reasons for the proposed termination or non-renewal. The notice shall further state that an employee being recommended for termination or a full-time non-probationary employee being recommended for non-renewal is entitled to a hearing before the school board upon request provided such request is made in writing to the superintendent within thirty (3) calendar days from the receipt of said notice.

**SECTION 4.**

- a. Nothing herein shall be construed or interpreted to preclude the superintendent from placing an employee on immediate suspension, provided he gives written notice of such action to the employee within two (2) school days of the suspension. The notice shall include a statement of reasons for the suspension, whether the superintendent is recommending termination, and that a hearing before the school board is available upon request; provided such request is made in writing to the superintendent within thirty (30) calendar days from receipt of said notice.
- b. After the hearing, the school board may terminate the employee or continue the suspension for a definite period of time. “The salary of a suspended employee shall cease when the school board sustains the suspension. Otherwise, the employee shall be reinstated without loss of compensation.”

*Effective Date July 1, 1997*



**SECTION 5.** The hearing before the school board shall be conducted in accordance with the following provisions:

- a. The hearing shall be conducted at the next regularly scheduled meeting of the school district board of directors, unless the employee and the superintendent agree to a hearing on another mutually convenient date.
- b. The hearing shall be public or private at the request of the employee.
- c. The employee may be represented by person(s) of his or her own choosing.
- d. In hearings held concerning a recommendation for the termination of an employee's contract, either the board or the employee may elect to have a record of the hearing made at the board's expense. In hearings held concerning a recommendation for the non-renewal of a full-time non-probationary employee, either the board or the employee may elect to have record of the hearing made, and the expense for the record shall be shared equally between the board and the employee.
- e. The decision of the school board shall be made within ten (10) days of the hearing.

**SECTION 6.** Codification Clause

**SECTION 7.** Severability Clause

**SECTION 8.** Repealing Clause

*Effective Date July 1, 1997*

**ACT 1314**

**“AN ACT TO AMEND THE TIME PERIOD WHICH NONCERTIFIED PUBLIC SCHOOL EMPLOYEEES MAY REQUEST AND RECEIVE A HEARING TO APPEAL SUSPENSION; TERMINATION, OR NON-RENEWAL DECISIONS.”**

Be it Enacted By The General Assembly Of the State of Arkansas:

**SECTION 1.** Arkansas Code 6-17-1703 (d) pertaining to termination and non-renewal of non-certified school employees is amended to read as follows:

(d) The notice shall further state that an employee being recommended for termination, or a full-time non-probationary employee being recommended for non-renewal, is entitled to a hearing before the school board upon request, and provided such request is made in writing to the superintendent within twenty-five (25) calendar days from receipt of said notice.

**SECTION 2.** Arkansas Code 6-17-1704 (b) pertaining to suspension of non-certified employees is amended to read as follows:

(b) The notice shall include a statement of reasons for the suspension; whether the superintendent s recommending termination, and that a hearing before the school board is available upon request if made in writing to the superintendent within twenty-five (25) calendar days from receipt of said notice.

**SECTION 3.** Arkansas Code 6-17-1705 (a) pertaining to termination, suspension and non-renewal hearings is amended to read as follows:

(a) Upon receipt of a request for a hearing, the board shall conduct a hearing in accordance with the following provisions:

(1) The hearing shall take place not less than five (5) or more than ten (10) days after the written request has been received by the superintendent, except that the employee and board may, in writing, agree to an earlier or later hearing date:

(2) The hearing shall be public or private at the request of the employee.

**SECTION 4.** Codification Clause.

**SECTION 5.** Severability Clause.

**SECTION 6.** Repealing Clause.

*Effective Date July 1, 1997*

Appendix L

**ACT 956 OF 1991**

**“AN ACT TO CLARIFY THE ACCUMULATION ASPECTS OF MILITARY LEAVE FOR TEACHERS, ADMINISTRATORS, NON-CERTIFIED PERSONS, STATE EMPLOYEES, OR EMPLOYEES OF POLITICAL SUBDIVISION; AND FOR OTHER PURPOSES”**

**BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS**

**SECTION 1.** Whenever any teacher, administrator, or non-certified person employed by any public school in this state or any state employee as defined by 21-4-203 or any employee of a political subdivision is granted military leave for a period of fifteen (15) days per calendar year or fiscal year under the provisions of 6-17-306, 21-4-102 or 21-4-212, the military leave will accumulate for use in succeeding calendar years for fiscal years until it totals fifteen (15) days at the beginning of the calendar year or fiscal year for a maximum of number of military leave days available in any one calendar year or fiscal year to be thirty (30) days.

**SECTION 2.** Codification Clause.

**SECTION 3.** Severability Clause.

**SECTION 4.** Repealing Clause.

*Effective Date July 1, 1997*

**Request for Payment of Accrued Vacation Leave  
at the time of Resignation**

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I request payment of \_\_\_\_\_ accrued vacation pay. It is necessary that  
Employee  
this employee work to the final day due to \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Immediate Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director's Signature

\_\_\_\_\_  
Date

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Accounting Use:

\_\_\_\_\_ Vacation Days Accrued

X \_\_\_\_\_ Daily Rate

\$ \_\_\_\_\_ Total Compensation

Budget Code: \_\_\_\_\_

Certified: 61839

Classified: 61849

*Effective Date July 1, 1997*

SICK Leave Pool Donation Form

I, \_\_\_\_\_ as a member of the sick leave pool donate  
\_\_\_\_\_ day(s). Once this day is donated, I understand that it can not be reclaimed or retrieved.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**PRINCIPALS AND EMPLOYEES  
GENERAL DISCLOSURE STATEMENT**

If you have a financial interest in potential transactions with the Cooperative where you are employed, you have an affirmative obligation under Act 1599 to fully disclose the relationships and potential transactions before the Cooperative enters the contract or before the services are performed. Disclosure must be made by completing the form below. *Ignoring this requirement or knowingly failing to comply with the provisions of Act 1599 could result in the filing of criminal felony charges.*

**GENERAL DISCLOSURE**

Employee Name: \_\_\_\_\_

Cooperative: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Work Telephone: \_\_\_\_\_

I am declaring a financial interest and/or relationship with the following vendor:

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State specific nature of your financial interest:

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Relationships that need to be disclosed:

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Employee Signature: \_\_\_\_\_

Date: