

*2021-2022*

*D*awson *E*ducation *C*ooperative



# Board Policies

Date Adopted: June 22, 2021

*“Serving the Schools, Serving the Children”*

# **Table of Contents**

## **Section 1 – Board Governance**

1.1 - LEGAL STATUS OF THE AGENCY AND BOARD OF DIRECTORS.....	5
1.2 - BOARD ORGANIZATION.....	6
1.3 – DUTIES OF THE PRESIDENT.....	7
1.4 – DUTIES OF THE VICE-PRESIDENT.....	7
1.5 – DUTIES OF THE SECRETARY.....	7
1.6 – BOARD MEMBER VOTING.....	8
1.6.1 – ATTENDING MEETINGS REMOTELY.....	9
1.7 – POWERS AND DUTIES OF THE BOARD.....	10
1.8 – GOVERNANCE BY POLICY.....	11
1.9 – POLICY FORMULATION.....	12
1.10 – ASSOCIATION MEMBERSHIPS.....	15
1.12 – COMMITTEES.....	15
1.13 – DIRECTOR/BOARD RELATIONSHIP.....	16
1.14 – MEETING AGENDA.....	17
1.15 – TORT IMMUNITY.....	17
1.16 – DUTIES OF BOARD DISBURSING OFFICER.....	18
1.17 – NEPOTISM.....	18
2.1 – DUTIES OF THE DIRECTOR.....	19
2.2 – DIRECTOR COMPENSATION.....	20
3.1 – SALARY SCHEDULES.....	21
3.2 – PERSONNEL EVALUATIONS.....	32
3.3 – EVALUATION OF PERSONNEL BY RELATIVES.....	33
3.4 – REDUCTION IN FORCE.....	33
3.5 – CONTRACT RETURN.....	36
3.6 – EMPLOYEE TRAINING.....	36
3.8 – SICK LEAVE.....	41
3.9 – CATASTROPHIC SICK LEAVE BANK.....	43
3.11 – PERSONAL, VACATION & BIRTHDAY LEAVE.....	45
3.12 – RESPONSIBILITIES IN DEALING WITH SEX OFFENDERS ON CAMPUS (MEGAN’S LAW).....	45
3.13 – PUBLIC OFFICE.....	46

3.14 - JURY DUTY .....	47
3.18 – OUTSIDE EMPLOYMENT .....	47
3.19 - EMPLOYMENT.....	48
3.20 – REIMBURSEMENT OF TRAVEL EXPENSES .....	49
3.21 - TOBACCO-FREE WORKPLACE .....	49
3.22 – DRESS OF EMPLOYEES.....	51
3.23 – POLITICAL ACTIVITY .....	52
3.24—PERSONNEL EMPLOYMENT.....	52
3.24 – PERSONNEL DEBTS .....	54
3.25 - GRIEVANCES .....	55
3.25.F – LEVEL TWO GRIEVANCE FORM.....	58
3.26 – SEXUAL HARASSMENT.....	59
3.28 – COMPUTER USE POLICY.....	60
3.28.F.1 – INTERNET/COMPUTER USE AGREEMENT .....	61
3.28.F.2 – EQUIPMENT USE POLICY .....	65
3.29 – CO-OP CALENDAR .....	67
3.29.1 – OFFICE HOURS .....	67
3.29.2 – INCLEMENT WEATHER/EMERGENCY CLOSINGS.....	67
3.31 – DRUG FREE WORKPLACE .....	68
3.31.F – DRUG FREE WORKPLACE ACKNOWLEDGEMENT.....	71
3.32 – FAMILY MEDICAL LEAVE.....	72
3.32.1—PERSONNEL COVID EMERGENCY LEAVE.....	72
3.33 – ASSIGNMENT OF EXTRA DUTIES .....	73
3.35 – PERSONNEL BENEFITS.....	73
3.36 – DISMISSAL AND NON-RENEWAL.....	75
3.39 – RECORDS AND REPORTS.....	75
3.40—PERSONNEL DUTIES AS MANDATED REPORTERS.....	75
3.41 – VIDEO SURVEILLANCE.....	76
3.43 – EMPLOYEES TO MAINTAIN LICENSE IN GOOD STANDING .....	77
3.44 – WORKPLACE INJURIES AND WORKERS’ COMPENSATION.....	78
3.48 – WEAPONS ON CAMPUS.....	79
3.52 – WRITTEN CODE OF CONDUCT FOR EMPLOYEES INVOLVED IN PROCUREMENT WITH FEDERAL FUNDS .....	80
4-7.1 - FISCAL .....	82
4-7.2 – ANNUAL OPERATING BUDGET .....	82

4-7.4 – GRANTS AND SPECIAL FUNDING .....	83
4-7.4.1 – FEDERAL GOVERNMENT GRANT FUNDS.....	83
4-7.5 – PURCHASES OF COMMODITIES.....	84
4-7.9 – PROPERTY INSURANCE.....	88
4-7.10 – PUBLIC USE OF COOPERATIVE BUILDINGS .....	88
4-7.12 – EXPENSE REIMBURSEMENT.....	89
4-7.13 - INVENTORY .....	92
4-7.15 – RECORD RETENTION AND DESTRUCTION .....	92
4-7.16 – INFORMATION TECHNOLOGY SECURITY.....	95
4-7.23 – HEALTH CARE COVERAGE AND THE AFFORDABLE CARE ACT.....	98
4.24 - EARLY CHILDHOOD SPECIAL EDUCATION PROGRAM POLICY .....	101

## **1.1 - LEGAL STATUS OF THE AGENCY AND BOARD OF DIRECTORS**

### **I. AUTHORITY AND NAME OF AGENCY**

The name of the agency shall be Howard A. Dawson South Central, also doing business as Dawson Education Cooperative (DEC). The cooperative was established as one of five pilot programs in March, 1984. Act 610 of 1989 has amended the original legislation governing cooperatives, Act 349 of 1985. Board policy to comply with both acts is included in these policies.

### **II. MISSION**

Our children are the promise of the future. The mission of the Dawson Education Service Cooperative is to help ensure each student's future by providing high quality services, resources, and programs to schools. By "Serving the Schools, Serving the Children" the cooperative helps teachers and administrators learn new teaching strategies and refine skills and practices that directly impact student achievement. We are in the teaching business!"

### **III. BOARD OF DIRECTORS**

Each Education Service Cooperative shall be governed by a Board of Directors consisting of one (1) representative of each school district Board of Directors within the boundary of the cooperative.

No school district may have official representation on more than one (1) cooperative Board of Directors.

The Board of Directors of each established Education Service Cooperative shall function as a public corporate body, shall meet, except as otherwise provided in 6-13-1007, at least eight (8) times each year, and shall exercise general fiduciary responsibilities for the Education Service Cooperative with regard to policies and practices which guard the integrity of the agency and maintain public trust in its operation. Such responsibilities, consistent with funds available, shall include, but not be limited to:

- Employment of a director of the Education Service Cooperative who shall serve as the nonvoting executive officer of the Board of Directors;
- Establishment of policies and procedures for the operation and management of the Education Service Cooperative which shall be in written form and shall be filed with the State Board of Education;
- Approve annual budget for programs and services in accordance with procedures established by the State Board of Education;
- Employment, upon the recommendations of the director of the Education Service Cooperative, of such personnel as may be required to provide the services requested by the school districts in the area;
- Implementation of policies established by the State Board of Education for the operation of Education Service Cooperatives;
- Cooperation with other Education Service Cooperatives, school districts, and other agencies to provide programs and services for children and adults residing within their respective areas;

- Purchasing, renting, leasing, or receiving by gift such facilities and buildings as may be required to provide authorized programs and services; and
- Carrying out such other duties which may be required for the efficient operation of the Education Service Cooperative for which the board is responsible.

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

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

Legal Reference:           A.C.A. § 6-13-620                           A.C.A. 6-13-1006  
Date Adopted: 3/14/2012

## **1.2 - BOARD ORGANIZATION**

The Board shall elect a President and Vice President at the beginning of the fiscal year. The secretary of the Board will be an employee of Dawson Education Cooperative. Officers shall serve two-year terms and perform those duties as prescribed by policy of the Board. Also, there is an executive committee DESE up of the past president, current president, vice president and one superintendent from each of the six counties that make-up the co-op—Grant, Clark, Pike, Hot Spring, Garland and Saline.

To insure that all school districts are treated equal, the Board will rotate on having the President of the Board to be from a large school for a two-year term and the next term will be from a small school district. Size of school district is based on the total ADM of the district.

Legal Reference:           A.C.A. § 6-13-618

Date Adopted: 4/13/2016

## **1.3 – DUTIES OF THE PRESIDENT**

The duties of the President of the Board shall include, but shall not be limited to:

1. Presiding at all meetings of the Board;
2. Calling special meetings of the Board;
3. Working with the Director to develop Board meeting agendas;
4. Signing all official documents that require the signature of the chief officer of the Board;
5. Appointing all committees of the Board and serving as ex-officio member of such committees; and
6. Performing such other duties as may be prescribed by law or action of the Board.

The President shall have the same right as other members to offer resolutions, make or second motions, discuss questions, and to vote.

Legal Reference:       A.C.A. § 6-13-619 (a) (1)

Date Adopted: 3/14/2012

## **1.4 – DUTIES OF THE VICE-PRESIDENT**

The duties of the Vice President of the Board shall include:

1. Serving as presiding officer at all board meetings from which the President is absent; and
2. Performing such other duties as may be prescribed by action of the Board.

Date Adopted: 3/14/2012

## **1.5 – DUTIES OF THE SECRETARY**

The secretary will be an employee of the Co-op. Preferably in the Dawson Business Office

The duties of the Secretary of the Board shall include:

1. Being responsible to see that a full and accurate record of the proceedings of the Board are permanently kept and shall:
  - a. Record in the minutes, the members present, by name, at the meeting including the time of any member's late arrival, or early departure from a meeting.
  - b. Record the outcome of all votes taken including the time at which the vote is taken.
2. Being responsible for official correspondence of the Board;
3. Signing all official documents that require the signature of the Secretary of the Board of Directors.
4. Calling special meetings of the Board; and
5. Performing such other duties as may be prescribed by the Board.

Legal Reference: A.C.A. § 6-13-619 (a) (1)(b)

Date Adopted: 3/14/2012

Last Revised: 7/23/2013

## **1.6 – BOARD MEMBER VOTING**

### **Establishment of a Quorum**

A quorum of the Board is a majority of the membership of the Board. No vote or other board action may be taken unless there is a quorum present. A Board member must be physically present at a meeting to be counted toward establishing a quorum or to be eligible to vote. A majority of the quorum voting affirmatively is necessary for the passage of any motion.

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

All Board members, including the President, shall vote on each motion, following a second and discussion of that motion.

Failure of any Board member to vote, while physically present in the meeting room, shall be counted as a “no” vote, i.e., a vote against the motion.

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



### **Abstentions from Voting**

In order for a Board member to abstain from voting, he must declare a conflict and remove himself from the meeting room during the vote. A Board member who removes himself/herself from a meeting during a vote due to a conflict of interest shall not be considered present at the meeting for the purpose of establishing a quorum until the member returns to the meeting after the vote.

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

Date Adopted: 3/14/2012  
Last Revised: 7/23/2013

## **1.6.1 – ATTENDING MEETINGS REMOTELY**

The Board of Directors permits members who would be otherwise unable to physically attend a board meeting to attend the meeting remotely. Except where prohibited by this policy, a board member who attends remotely shall have the same rights and privileges as if the board member were physically present. A board member who will be unable to physically attend a board meeting is responsible for notifying the superintendent at least one (1) hour prior to the scheduled meeting time that the member will be unable to physically attend the meeting and intends to attend remotely.<sup>1</sup>

The method used to permit members of the board of directors to attend remotely shall:

- 1) Provide a method for the president or secretary of the board of directors to verify the identity of the member(s) attending remotely;<sup>2</sup>
- 2) Allow the members of the Board physically present and members of the public to hear the member(s) attending remotely at all times; and
- 3) Allow the member(s) attending remotely to hear the members of the board of directors physically present at the meeting at all times and any public comment.

A board member attending remotely shall not:

- a) Attend an executive session or closed hearing; or
- b) Vote on an issue that is the subject of an executive session or closed hearing.

The Board minutes shall indicate if a board member is attending remotely and the method used to permit the member to attend remotely. If an executive session occurs during a meeting when a board member is attending remotely, the minutes will treat the board member attending remotely as though the member had left the room for any vote on a subject discussed in the executive session.

Up to three (3) times per calendar year, the board of directors may count a board member attending remotely for the purpose of establishing a quorum.<sup>3</sup> A board member attending remotely used to establish a quorum shall not be counted to determine if the board may enter executive session.<sup>4</sup>

Notes: This is an optional policy. Your board is not required to allow board members to attend remotely. If you decide not to adopt this policy, make sure that you remove the exception language indicated by footnote 1 in Policy 1.6.

<sup>1</sup> The statute does not require that the superintendent be notified prior to the start of the meeting that a board member intends to attend remotely. We recommend including a notification requirement so the superintendent can make sure the remote attendance system is properly set up. However, you may remove this sentence entirely or increase the amount of time prior to the start of the meeting that notice must be provided; if you increase the notification time, be sure that the amount of time selected does not make it virtually impossible for members to attend remotely.

<sup>2</sup> There are multiple methods a district can use that allow the verification of an attendee's identity. A couple suggestions would be Skype; Google Hangouts; or a call in service, if the call in password was only sent to the email address of the board member who will be attending remotely.

<sup>3</sup> The three (3) times when a remotely attending member may be counted towards a quorum is per board and not per each individual board member.

<sup>4</sup> A.C.A. § 6-13-619(c)(3) requires a quorum of the board be physically present for the board to enter executive session.

Legal Reference: A.C.A. § 6-13-619

Date Adopted: 6/9/2015

Last Revised:

## **1.7 – POWERS AND DUTIES OF THE BOARD**

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

Some of the duties of the Board include:

1. Developing and adopting policies to effect the vision of the Cooperative;
2. Understanding and abiding by the proper role of the Board of Directors;
3. Electing and employing a Director and giving him/her the support needed to be able to effectively implement the Board's policies;
4. Conducting formal and informal evaluations of the Director as deemed necessary and appropriate;

5. Employing, upon recommendation of the administrative staff and by written contract, the staff necessary for the proper conduct of the cooperative;
6. Approving the cooperative's budget for the ensuing year;
7. Overseeing the maintenance of the Cooperative's buildings, grounds, and property;
8. Approving all salary schedules;
9. Being fiscally responsible to the cooperative's patrons and maintaining the finances necessary to support the cooperative's budget; and
10. Involving the members of the community in the cooperative's decisions to the fullest extent practicable.

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

Date Adopted: 3/14/2012

## **1.8 – GOVERNANCE BY POLICY**

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

When necessitated by unforeseen circumstances, the Director shall have the power to decide and take appropriate action for an area not covered by the legal frameworks or a policy of the Board. The Director shall inform the members of the Board of such action. The Board shall then consider whether it is necessary to formulate and adopt a policy to cover such circumstances.

The official copy of the policy manual for the Cooperative shall be kept in the Director's office. Copies of the manual within the Cooperative shall be kept current, but if a discrepancy occurs between manuals, the Director's version shall be regarded as authoritative. A copy will also be kept in the Business Office

Administrative regulations shall be formulated to implement the intentions of the policies of the Board. Regulations may be highly specific. The Board shall review administrative regulations prior to their implementation.

Date Adopted: 3/14/2012

## **1.9 – POLICY FORMULATION**

The Board affirms through its policies and its policy adoption process, its belief that: (1) the schools & cooperatives belong to the people who create them by consent and support them by taxation; (2) the cooperatives are only as strong as an informed citizenry and knowledgeable staff allow them to be; (3) the support is based on knowledge of, understanding about, and participation in the efforts of its cooperative. The following shall be the guidelines for policy adoption for the Dawson Education Cooperative:

Policies may be recommended by the Board or any member of the Board; by the Director, employee of the Cooperative; committee appointed by the Board; or by any member of the public. Policies adopted by the Board shall be within the legal framework of the State and Federal Constitutions, and appropriate statutes, regulations, and court decisions. The Cooperative will also use the Arkansas School Board Model Policies and the Dawson Personnel Policy Committee recommendations for new policies.

When reviewing a proposed policy, the Board may elect to adopt, amend, refer back to the person proposing the policy for further consideration, take it under advisement, reject it, or refuse to consider such proposal. Each school district will have one vote.

### **General Policies**

Policies which are not personnel policies may be recommended by the Board or any member of the Board; by the Director, Assistant Director, any other administrator or employee of the Co-op; or committee appointed by the Board. Policies adopted by the Board shall be within the legal framework of the State and Federal Constitutions, and appropriate statutes, rules, and court decisions.

When reviewing a proposed policy (non-personnel), the Board may elect to adopt, amend, refer back to the person proposing the policy for further consideration, take it under advisement, reject it, or refuse to consider such proposal.

### **Licensed and Classified Personnel Policies**

Personnel policies (including employee salary schedules) shall be created, amended, or deleted in accordance with State law:

#### **(1) Board Proposals:**

The Board may adopt a proposed personnel policy by a majority vote. Such policies may be proposed to the Board by a Board member or the Director. The Board may choose to adopt the proposal, as a proposal only, by majority vote.

Following the adoption of a proposed personnel policy, the proposal must be presented to the appropriate Personnel Policy Committee (PPC). Such presentation shall be in writing, to all members of the Committee.

When the PPC has possessed the proposed personnel policy for a minimum of ten (10) working days from the date the PPC received the proposed policy (i.e., ten workdays, not including weekends or state or national holidays), the Chairman of the PPC, or the Chairman's designee, shall be placed on the Board of

Director's meeting agenda to make an oral presentation to the Board to address the proposed policy. Following the presentation, the Board may vote at the same meeting at which the proposal is made, or, in any case, no later than the next regular Board meeting to:

- (a) Adopt the Board's original proposed policy as a policy;
- (b) Adopt the PPC's counter proposed policy as a policy; or
- (c) Refer the PPC's counter proposed policy back to the PPC for further study and revision. Any such referral is subject to the same adoption process as a proposed policy originating from the board.

(2) Personnel Policies Committee Proposals:

Either PPC may recommend changes in personnel policies to the Board. When making such a proposal, the Chairman of the PPC, or the Chairman's designee, shall be placed on the Board of Director's meeting agenda to make an oral presentation to the Board.

The Board may vote on the proposed policy at the same meeting at which the proposal is made, or, in any case, no later than the next regular Board meeting. In voting on a proposed policy from the Personnel Policies Committee, the Board may:

- (a) Adopt the proposal;
- (b) Reject the proposal; or
- (c) Refer the proposal back to the Personnel Policies Committee for further study and revision.

When the Board is revising the licensed and classified personnel salaries, the Board of Directors shall, as required by Arkansas law, review and approve by a written resolution any employee's salary increase of five percent (5%) or more for the employee.<sup>1</sup>

A copy of all personnel policies shall be signed by the president of the Board of Directors and kept in a central records location.

**Effective date of policy changes:**

All personnel policy changes enacted during one fiscal year will become effective on the first day of the following fiscal year, July 1. This specifically includes any changes made between May 1 and June 30 to ensure compliance with state or federal laws, state rules, or federal regulations or the Division of Elementary and Secondary Education Commissioner's Memos. In addition, changes to policies to maintain compliance with state or federal laws, state rules, federal regulations, or Commissioner's Memos that are after June 30 but are adopted within ninety (90) days from the effective date of the legal change that created the need for the policy adoption shall become effective on the final date of adoption.

Changes made to personnel policies between May 1 and June 30 that are **not** made to ensure compliance with state or federal laws state rules, or federal regulations will take effect on July 1 of the same calendar

year provided no later than five (5) working days after final board action, a notice of the change is sent to each affected employee by first class mail to the address on record in the personnel file.<sup>2</sup> The notice of the change must include:

- a. The new or modified policy or policies provided in a form that clearly shows the additions underlined and the deletions stricken;
- b. A statement that due to the change(s), the employee has the power to unilaterally rescind his/her contract for a period of thirty (30) days after the co-op board took final action on the policy (policies). The rescission must be in the form of a letter of resignation within the thirty (30) day period.

For a policy change to be made effective prior to July 1 of the following fiscal year, a vote must be taken of all licensed personnel or all classified personnel, as appropriate, with the vote conducted by the appropriate PPC.

If, by a majority vote, the affected personnel approve, the policy becomes effective as of the date of the vote, unless otherwise specified by the Board in requesting such vote. No staff vote taken prior to final board action will be considered effective to make a policy change.

All non-personnel policy changes may become effective upon the Board's approval of the change, unless the Board specifies a different date.

Notes: <sup>1</sup> A.C.A. § 6-13-635 requires the resolution, but all of the Act's listing of reasons except one are statutorily required raises and most are paid by the state and not district funds. None-the-less, the resolution is required. We recommend the following language:

*Whereas, the director has identified all changes from last school-year's published salary schedule, and has identified and presented the Board of Directors with each employee's salary increase of five percent (5%) or more as required under A.C.A. § 6-13-635 and created a spreadsheet explaining each;*

*Therefore, the Dawson Cooperative Board of Directors approves and resolves that the spread sheet including those explanations are a factual representation of the raises given for the 2019-2020 school-year.*

<sup>2</sup> Co-ops should plan carefully to avoid accidentally triggering the late-adopted personnel policy right of rescission. School employees who take the opportunity to escape their contractual obligations and leave the school district would be very disruptive to staffing plans for the next school year. Salary schedules for the upcoming school year, in particular, should either need to be adopted prior to May 1, or after July 1 (and requiring a vote of the applicable staff to be effective) thus avoiding the right of rescission.

Date Adopted: 3/14/2012

Last Revised: 7/23/2013

## **1.10 – ASSOCIATION MEMBERSHIPS**

The Board shall be a member of the Arkansas School Boards Association and may be a member of the National School Boards Association and other organizations which, in the opinion of the Board, will be beneficial to the Board in carrying out its duties more effectively.

Legal Reference:       A.C.A. § 6-13-107

Date Adopted: 3/14/2012

## **1.12 – COMMITTEES**

From time to time, in order to obtain and/or encourage public participation in the operation of the Cooperative, the Board may appoint committees, which may include members of the public, students, parents, and school employees, Cooperative employees, as well as members of the Board.

Any committee, which includes among its members a member of the Cooperative Board, shall operate according to the requirements of the Arkansas Freedom of Information Act. \*

Note:   <sup>1</sup> These requirements include having to notify the press of the time and place of the meetings; allow the meetings to be open to the attendance of the general public; record the meetings; and retain the recordings of the meetings for a year.

\* Legal Reference:       A.C.A. § 25-19-106

Date Adopted: 3/14/2012

## **PERSONNEL POLICIES ADVISORY COMMITTEE**

Dawson Education Cooperative shall have an advisory committee which will review all policies, guidelines, regulations and procedures. The advisory committee shall consist of no fewer than six representatives, three LICENSED personnel and three classified personnel. The committee will be elected by employees of Dawson Education Cooperative.

The length of time for the first election will be determined by drawing for positions, two for a three-year term, two for a two-year term and two for a one-year term. Thereafter each position will serve for a period of three years. The advisory committee shall meet and organize in the first quarter of the fiscal year, elect a chairperson and establish a calendar of meetings for the remainder of the year.

The advisory committee may propose new personnel policies or amendments to existing policies, provided that such proposals are first approved by the Director. After approval from the Director, the policies will be presented to the Board of Directors. After presentation to the Board, final action may be taken by Board of Directors.

The advisory committee will present its proposed policies or amendments to existing policies to the Board of Directors no later than April 1 of any school year. The Board of Directors shall have the authority to adopt, reject, amend or refer back to the advisory committee for further study and revision, any proposed policies or amendments to existing policies that are submitted to the Board for consideration.

Any amendments to personnel policies adopted during the current fiscal year shall become effective the following July 1, except that such amendments may take place immediately with mutual consent of the Board and a majority of the staff.

A secretary (without vote) will be designated by the Director to attend meetings to take notes, prepare minutes and distribute copies to the committee members. This secretary may be either a licensed or non-licensed staff member.

Date Adopted: 3/14/2012

## **1.13 – DIRECTOR/BOARD RELATIONSHIP**

The Board's primary responsibility is to develop, working collaboratively with the community, a vision and mission for the Cooperative. The Board formulates and adopts policies to achieve that vision and elects a Director to implement its policies. The Board and the Director and the relationship between them set the tone for the Cooperative to follow. The relationship is enhanced when both parties understand their roles and carry them out in an ethical and professional manner working to develop a relationship of mutual trust and respect.

The Director and staff are responsible for administering the Board's policies and will be held responsible for the effective administration and supervision of the Cooperative. The Director is authorized to develop and implement administrative regulations to fulfill the Board's policies, provided such regulations are consistent with the intent of the Board's policies.

Date Adopted: 3/14/2012



## **1.14 – MEETING AGENDA**

The agenda guides the proceedings of the Board meeting. The Director shall prepare the agenda with consultation from the Board President. Other members of the Board who desire to have an item on the monthly agenda may do so by contacting the Director or, in writing, the Board President by the date established in this policy and the item will be duly considered for inclusion.

The chairman of the PPC, or the chairman's designee, shall be placed on the Board of Director's meeting agenda to make an oral presentation to the Board to address either a personnel policy proposed by the Board that the PPC committee has possessed for no less than 10 work days or a personnel policy that the PPC wishes to propose to the Board.

The Director shall be responsible for Board members receiving copies of the Agenda with all accompanying pertinent information at least five days prior to the meeting.

This policy's advance notice requirements do not apply to special or called board meetings.

Legal References:      A.C.A. § 6-13-619(a)(2)  
                                 A.C.A. § 6-17-205(c)

Cross Reference:      1.9—POLICY FORMULATION

Date Adopted: 3/14/2012  
Last Revised: 7/23/2013

## **1.15 – TORT IMMUNITY**

### **TORT IMMUNITY**

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

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

Date Adopted: 3/14/201

## **1.16 – DUTIES OF BOARD DISBURSING OFFICER**

The Dawson Business Manager, Board President, along with the Director, shall be responsible for signing, manually or by facsimile, all warrants and checks.

In addition, the Disbursing Officer must pre-authorize the electronic transfer of funds. For non-recurring transactions, the authorization can be accomplished by a signed authorization or an email authorizing such a disbursement of funds<sup>3</sup> for recurring transactions, the Disbursing Officer may provide a one-time, signed authorization.

Legal Reference:       A.C.A. § 6-13-618(c)

Date Adopted: 3/14/2012

## **1.17 – NEPOTISM**

### **DEFINITIONS:**

Family or family member means:

- a. An individual's spouse;
- b. Children of the individual or children of the individual's spouse;
- c. The spouse of a child of the individual or the spouse of a child of the individual's spouse;
- d. Parents of the individual or parents of the individual's spouse;
- e. Brothers and sisters of the individual or brothers and sisters of the individual's spouse;
- f. Anyone living or residing in the same residence or household with the individual or in the same residence or household with the individual's spouse; or
- g. Anyone acting or serving as an agent of the individual or acting or serving as an agent of the individual's spouse.

Initially employed means:

- A. Employed in either an interim or permanent position for the first time or following a severance in employment with the Cooperative;
- B. A change in the terms and conditions of an existing contract, excluding:
  - I. Renewal of a licensed contract under A.C.A. § 6-17-1506;
  - II. Renewal of a non- licensed employee's contract that is required by law; or
  - III. Movement of an employee on the salary schedule which does not require board action.

### **NEW HIRE OF COOPERATIVE BOARD MEMBER'S RELATIVE AS COOPERATIVE EMPLOYEE**

The Cooperative shall not initially employ a present board member's family member for compensation in excess of \$5,000 unless the Cooperative has received approval from the Commissioner of the Department of Education. The employment of a present board member's family member shall only be made in unusual and limited circumstances. The authority to make the determination of what qualifies as "unusual and limited circumstances" rests with the Commissioner of the Department of Education whose approval is required before the employment contract is effective, valid, or enforceable.

Initial employment for a sum of less than \$5,000 per employment contract or, in the absence of an employment contract, calendar year does not come under the purview of this policy and is permitted.

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

### **EXISTING EMPLOYEES WHO ARE FAMILY MEMBERS OF COOPERATIVE BOARD MEMBERS—RAISES, PROMOTIONS OR CHANGES IN COMPENSATION**

Any change in the terms or conditions of an employment contract including length of contract, a promotion, or a change in the employment status of a present board member's family member that would result in an increase in compensation of more than \$2,500, and that is not part of a state mandated salary increase for the employee in question, must be approved by the Commissioner of the Department of Education before such changes in the employment status is effective, valid, or enforceable.

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

Date Adopted: 3/14/2012

## **2.1 – DUTIES OF THE DIRECTOR**

The Director, as the chief executive officer of the Board and the Cooperative, shall be the administrative head of all departments in the Cooperative. The Director shall be responsible to the Cooperative Board for administering the Cooperative according to the mandates of the laws, Division of Elementary and Secondary Education, other agencies of jurisdiction, and policies governing cooperative operations. While the Director may delegate his duties when and where necessary and appropriate, he/she shall be responsible to the Board for the results of those duties delegated.

The Director shall be the Ex officio financial secretary as provided for in A.C.A. § 6-17-918(a).

Some of the Director's duties include:\*

- 1) Implementing the policies of the Board;

- 2) Being responsible for the planning and implementation of Cooperative programs in accordance with State and Federal requirements and the needs of the Cooperative;
- 3) Reporting to the Board concerning the status of the programs, personnel, and operations, and making recommendations for improving instruction, activities, services, and facilities;
- 4) Acting as a liaison between the Board and Cooperative personnel;
- 5) Making recommendations to the Board concerning personnel employment, discipline, and termination;
- 6) Communicating the Cooperative's vision and mission to staff and the community;
- 7) Being responsible for the development of short and long-term goals for the Cooperative;
- 8) Preparing and presenting an annual budget for the Cooperative to the Board for its consideration;
- 9) Administering the Cooperative's budget and regularly reporting to the Board on the financial condition of the Cooperative;
- 10) Attending and participating in all meetings of the Board except when his employment is being considered;
- 11) Preparing the agenda for all Board meetings;
- 12) Being responsible for the planning and implementation of an effective personnel evaluation system that is aligned with the goals of the Cooperative; and
- 13) Maintaining a current knowledge of developments in curriculum and instruction, as well as pertinent legal changes, and advising the professional staff and Board of such information.

*\* These duties and responsibilities may be amended by your Cooperative as needed.*

Date Adopted: 3/14/2012

## **2.2 – DIRECTOR COMPENSATION**

The salary and employment benefits of the Director shall be determined by the Board. This may include such benefits as insurance, transportation allowances, cell phone, annual vacations, holidays, and any other entitlements as deemed appropriate. The Director will receive the same yearly raise that all employees receive.

Personal Use of School Vehicle new policy recommendation from the 2013 Legislative Session. The policy shall read Dawson Co-op will use the method of \$3.00/day when calculating the fringe benefit for personal use of the Dawson Cooperative's school vehicle.

Date Adopted: 3/14/2012

Last Revised: 2/6/19

### **3.1 – SALARY SCHEDULES**

State law requires each co-op to include its employee salary schedule in its written personnel policies unless the co-op recognizes an employees' union in its policies for, among other things, the negotiation of salaries. For the purposes of the salary schedule, an employee will have worked a "year" if he/she works at least 120 days.

#### Alternative Licensure Program, no prior teaching license

Each employee newly hired by the co-op to teach under the alternative licensure program (ALP) shall initially be placed on the salary schedule in the category of a bachelor's degree with no experience, unless the ALP employee has previous teaching experience which requires a different placement on the schedule. Upon receiving his/her teaching license, the employee shall be moved to the position on the salary schedule that corresponds to the level of education degree earned by the employee. Employee's degrees which are not relevant to the ALP's position shall not apply when determining his/her placement on the salary schedule. An alternative licensed teacher shall be eligible for step increases with each successive year of employment, just as would a teacher possessing a traditional teaching license.

#### Licensed employee, seeking additional area or areas of licensure

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

#### Licensed employee who earns a higher degree

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

#### National Board Certification

Upon receiving National Board Certification an employee will receive a one-time bonus of \$1500.

Board Approved 12/10/2008

Last Revised: 3/14/2012

#### Paraprofessional Employee Who Earns a Higher Degree

A paraprofessional who earns an AA/AS in Early Childhood Education or a BA/BS in Early Childhood Education will be rewarded with a salary increase only at the beginning of a new fiscal year in July. (No increase will be given in the middle of a school year).

#### NAEOP Certification

If a non-licensed employee completes the requirements of the National Association of Educational Office Professionals (NAEOP), to become a Certified Educational Office Employee (CEOE) Option II, the employee must provide the director with a certificate of completion and other necessary paperwork. This incentive will be 5% of the contracted salary of the year certification is obtained effective July 1 of the following year.

#### Arkansas Professional Pathway to Educator Licensure (APPEL):

Each employee newly hired by the co-op under the APPEL Program shall initially be placed on the salary in the category of a bachelor's degree with no experience, unless the APPEL program employee has previous teaching experience which requires a different placement on the schedule. Upon receiving his/her initial or standard teaching license, the employee shall be moved to the position on the salary that corresponds to the level of education degree earned by the employee which is relevant to the employee's position. Employee's degrees which are not relevant to the APPEL program's position shall not apply when determining his/her placement on the salary schedule. An employee with a nontraditional provisional license shall be eligible for step increases with each successive year of employment, just as would a teacher possessing a traditional teaching license.

Legal References:      A.C.A. § 6-17-201, 202, 2403  
                                 A.C.A. § 6-20-2305(f)(4)  
                                 DESE Rules Documents Posted to School District and Education Service  
                                 Cooperative Websites

Date Adopted: 3/14/2012

Last Revised: 2/02/2021

FY21/22  
DAWSON EDUCATION COOPERATIVE  
TEACHER SALARY SCHEDULE  
190 DAY

STEPS	BSE	MSE	SPEECH- THERAPIST
1	36,837.00	40,501.00	48,240.00
2	37,287.00	41,001.00	48,740.00
3	37,737.00	41,501.00	49,240.00
4	38,187.00	42,001.00	49,740.00
5	38,637.00	42,501.00	50,240.00
6	39,087.00	43,001.00	50,740.00
7	39,537.00	43,501.00	51,240.00
8	39,987.00	44,001.00	51,740.00
9	40,437.00	44,501.00	52,240.00
10	40,887.00	45,001.00	52,740.00
11	41,337.00	45,501.00	53,240.00
12	41,787.00	46,001.00	53,740.00
13	42,237.00	46,501.00	54,240.00
14	42,687.00	47,001.00	54,740.00
15	43,137.00	47,501.00	55,240.00
16	43,587.00	48,001.00	55,740.00
17	44,037.00	48,501.00	56,240.00
18	44,487.00	49,001.00	56,740.00
19	44,937.00	49,501.00	57,240.00
20	45,387.00	50,001.00	57,740.00

\*Speech Therapist who have ASHA certification

Increments = \$450 BSE

Increments = \$500 - MSE & Speech Therapist

Board Approved April 13, 2021

**FY 21/22**

**DAWSON EDUCATION COOPERATIVE  
TEACHER SALARY SCHEDULE  
200 DAY**

<b>STEPS</b>	<b>BSE</b>	<b>MSE</b>
<b>1</b>	<b>38,776.00</b>	<b>42,633.00</b>
<b>2</b>	<b>39,226.00</b>	<b>43,133.00</b>
<b>3</b>	<b>39,676.00</b>	<b>43,633.00</b>
<b>4</b>	<b>40,126.00</b>	<b>44,133.00</b>
<b>5</b>	<b>40,576.00</b>	<b>44,633.00</b>
<b>6</b>	<b>41,026.00</b>	<b>45,133.00</b>
<b>7</b>	<b>41,476.00</b>	<b>45,633.00</b>
<b>8</b>	<b>41,926.00</b>	<b>46,133.00</b>
<b>9</b>	<b>42,376.00</b>	<b>46,633.00</b>
<b>10</b>	<b>42,826.00</b>	<b>47,133.00</b>
<b>11</b>	<b>43,276.00</b>	<b>47,633.00</b>
<b>12</b>	<b>43,726.00</b>	<b>48,133.00</b>
<b>13</b>	<b>44,176.00</b>	<b>48,633.00</b>
<b>14</b>	<b>44,626.00</b>	<b>49,133.00</b>
<b>15</b>	<b>45,076.00</b>	<b>49,633.00</b>
<b>16</b>	<b>45,526.00</b>	<b>50,133.00</b>
<b>17</b>	<b>45,976.00</b>	<b>50,633.00</b>
<b>18</b>	<b>46,426.00</b>	<b>51,133.00</b>
<b>19</b>	<b>46,876.00</b>	<b>51,633.00</b>
<b>20</b>	<b>47,326.00</b>	<b>52,133.00</b>

**450 INCREMENTS FOR BSE  
500 INCREMENTS FOR MSE**

**Board Approved** **April 13, 2021**



**FY 21/22**

**DAWSON EDUCATION COOPERATIVE  
SUPPORT SALARY SCHEDULE  
240 DAY**

<b>STEPS</b>	<b>LEVEL I</b>	<b>LEVEL II</b>	<b>LEVEL III</b>
1	21,120.00	21,207.00	27,264.00
2	21,370.00	21,457.00	27,514.00
3	21,620.00	21,707.00	27,764.00
4	21,870.00	21,957.00	28,014.00
5	22,120.00	22,207.00	28,264.00
6	22,370.00	22,457.00	28,514.00
7	22,620.00	22,707.00	28,764.00
8		22,957.00	29,014.00
9		23,207.00	29,264.00
10		23,457.00	29,514.00
11		23,957.00	30,014.00
12		24,457.00	30,514.00
13		24,957.00	31,014.00
14		25,457.00	31,514.00
15		25,957.00	32,014.00
16		26,457.00	32,514.00
17		26,957.00	33,014.00
18		27,457.00	33,514.00
19		27,957.00	34,014.00
20		28,457.00	34,514.00
21		28,957.00	35,014.00
22		29,457.00	35,514.00
23		29,957.00	36,014.00
24		30,457.00	36,514.00
25		30,957.00	37,014.00

Steps 1-10 = \$250.00 increments

Steps 11-25 = \$500.00 increments

Technology Assistant - Index 1.10

Level I - Entry level skills - typing, computer word processing, some office software use knowledge, calculator skill, etc. No minimal formal training.

Level II - Intermediate typing and calculator skills, computer software literate, word processing, etc., skilled. Ability to put these to use immediately. Telephone

Level III - Highly skilled, completed training and proven ability in work area.

Board Approved April 13, 2021

**FY 21/22**

**DAWSON EDUCATION COOPERATIVE  
ADE  
250 DAY**

<b>STEPS</b>	<b>NETWORK</b>	<b>TECH</b>	<b>PROF</b>
<b>1</b>	<b>39,825.00</b>	<b>51,895.00</b>	<b>63,962.00</b>
<b>2</b>	<b>40,325.00</b>	<b>52,395.00</b>	<b>64,462.00</b>
<b>3</b>	<b>40,825.00</b>	<b>52,895.00</b>	<b>64,962.00</b>
<b>4</b>	<b>41,325.00</b>	<b>53,395.00</b>	<b>65,462.00</b>
<b>5</b>	<b>41,825.00</b>	<b>53,895.00</b>	<b>65,962.00</b>
<b>6</b>	<b>42,325.00</b>	<b>54,395.00</b>	<b>66,462.00</b>
<b>7</b>	<b>42,825.00</b>	<b>54,895.00</b>	<b>66,962.00</b>
<b>8</b>	<b>43,325.00</b>	<b>55,395.00</b>	<b>67,462.00</b>
<b>9</b>	<b>43,825.00</b>	<b>55,895.00</b>	<b>67,962.00</b>
<b>10</b>	<b>44,325.00</b>	<b>56,395.00</b>	<b>68,462.00</b>
<b>11</b>	<b>44,825.00</b>	<b>56,895.00</b>	<b>68,962.00</b>
<b>12</b>	<b>45,325.00</b>	<b>57,395.00</b>	<b>69,462.00</b>
<b>13</b>	<b>45,825.00</b>	<b>57,895.00</b>	<b>69,962.00</b>
<b>14</b>	<b>46,325.00</b>	<b>58,395.00</b>	<b>70,462.00</b>
<b>15</b>	<b>46,825.00</b>	<b>58,895.00</b>	<b>70,962.00</b>
<b>16</b>	<b>47,325.00</b>	<b>59,395.00</b>	<b>71,462.00</b>
<b>17</b>	<b>47,825.00</b>	<b>59,895.00</b>	<b>71,962.00</b>
<b>18</b>	<b>48,325.00</b>	<b>60,395.00</b>	<b>72,462.00</b>
<b>19</b>	<b>48,825.00</b>	<b>60,895.00</b>	<b>72,962.00</b>
<b>20</b>	<b>49,325.00</b>	<b>61,395.00</b>	<b>73,462.00</b>
<b>21</b>	<b>49,825.00</b>	<b>61,895.00</b>	<b>73,962.00</b>
<b>22</b>	<b>50,325.00</b>	<b>62,395.00</b>	<b>74,462.00</b>
<b>23</b>	<b>50,825.00</b>	<b>62,895.00</b>	<b>74,962.00</b>
<b>24</b>	<b>51,325.00</b>	<b>63,395.00</b>	<b>75,462.00</b>
<b>25</b>	<b>51,825.00</b>	<b>63,895.00</b>	<b>75,962.00</b>

**INDEX 1.0708 ADE DATA CENTER WEB DEVELOPER LEAD**

**INDEX 1.0216 SCHOOL BASED HEALTH**

**FY 21/22**

**DAWSON EDUCATION COOPERATIVE  
CIRCUIT MANAGER  
190 DAY**

<b>STEPS</b>	<b>MGR</b>
<b>1</b>	<b>39,535.00</b>

**Board Approved April 13, 2021**

**FY 21/22**

**DAWSON EDUCATION COOPERATIVE  
DISTANCE LEARNING TEACHER  
190 DAY**

<b>STEPS</b>	<b>BA/BS</b>	<b>MA/MS</b>
<b>1</b>	<b>38,291.00</b>	<b>41,604.00</b>
<b>2</b>	<b>38,891.00</b>	<b>42,204.00</b>
<b>3</b>	<b>39,491.00</b>	<b>42,804.00</b>
<b>4</b>	<b>40,091.00</b>	<b>43,404.00</b>
<b>5</b>	<b>40,691.00</b>	<b>44,004.00</b>
<b>6</b>	<b>41,291.00</b>	<b>44,604.00</b>
<b>7</b>	<b>41,891.00</b>	<b>45,204.00</b>
<b>8</b>	<b>42,491.00</b>	<b>45,804.00</b>
<b>9</b>	<b>43,091.00</b>	<b>46,404.00</b>
<b>10</b>	<b>43,691.00</b>	<b>47,004.00</b>
<b>11</b>	<b>44,291.00</b>	<b>47,604.00</b>
<b>12</b>	<b>44,891.00</b>	<b>48,204.00</b>
<b>13</b>	<b>45,491.00</b>	<b>48,804.00</b>
<b>14</b>	<b>46,091.00</b>	<b>49,404.00</b>
<b>15</b>	<b>46,691.00</b>	<b>50,004.00</b>
<b>16</b>	<b>47,291.00</b>	<b>50,604.00</b>
<b>17</b>	<b>47,891.00</b>	<b>51,204.00</b>
<b>18</b>	<b>48,491.00</b>	<b>51,804.00</b>
<b>19</b>	<b>49,091.00</b>	<b>52,404.00</b>
<b>20</b>	<b>49,691.00</b>	<b>53,004.00</b>
<b>21</b>	<b>50,291.00</b>	<b>53,604.00</b>
<b>22</b>	<b>50,891.00</b>	<b>54,204.00</b>
<b>23</b>	<b>51,491.00</b>	<b>54,804.00</b>
<b>24</b>	<b>52,091.00</b>	<b>55,404.00</b>
<b>25</b>	<b>52,691.00</b>	<b>56,004.00</b>

**Above 25 years : One time \$1500.00 Increment**

**Board Approved** \_\_\_\_\_ **April 13, 2021**

**FY 21/22**

**Paraprofessional**

**190 Days**

<b>Steps</b>	<b>NO CDA</b>	<b>CDA</b>	<b>AA/AS in ECE</b>	<b>BA/BS in ECE</b>
1	16,720.00	17,416.00	18,544.00	24,299.00
2	17,170.00	17,866.00	18,994.00	24,749.00
3	17,620.00	18,316.00	19,444.00	25,199.00
4	18,070.00	18,766.00	19,894.00	25,649.00
5	18,520.00	19,216.00	20,344.00	26,099.00
6	18,970.00	19,666.00	20,794.00	26,549.00
7	19,420.00	20,116.00	21,244.00	26,999.00
8	19,870.00	20,566.00	21,694.00	27,449.00
9	20,320.00	21,016.00	22,144.00	27,899.00
10	20,770.00	21,466.00	22,594.00	28,349.00
11	21,220.00	21,916.00	23,044.00	28,799.00
12	21,670.00	22,366.00	23,494.00	29,249.00
13	22,120.00	22,816.00	23,944.00	29,699.00
14	22,570.00	23,266.00	24,394.00	30,149.00
15	23,020.00	23,716.00	24,844.00	30,599.00
16	23,470.00	24,166.00	25,294.00	31,049.00
17	23,920.00	24,616.00	25,744.00	31,499.00
18	24,370.00	25,066.00	26,194.00	31,949.00
19	24,820.00	25,516.00	26,644.00	32,399.00
20	25,270.00	25,966.00	27,094.00	32,849.00

Board approved **April 28, 2020**

FY 21/22

**DAWSON EDUCATION COOPERATIVE  
PROFESSIONAL SALARY SCHEDULE**

**240 DAY**

STEPS	LEVEL A	LEVEL B	LEVEL C	LEVEL D
1	45,438.00	53,012.00	62,242.00	64,732.00
2	45,938.00	53,512.00	62,742.00	65,232.00
3	46,438.00	54,012.00	63,242.00	65,732.00
4	46,938.00	54,512.00	63,742.00	66,232.00
5	47,438.00	55,012.00	64,242.00	66,732.00
6	47,938.00	55,512.00	64,742.00	67,232.00
7	48,438.00	56,012.00	65,242.00	67,732.00
8	48,938.00	56,512.00	65,742.00	68,232.00
9	49,438.00	57,012.00	66,242.00	68,732.00
10	49,938.00	57,512.00	66,742.00	69,232.00
11	50,438.00	58,012.00	67,242.00	69,732.00
12	50,938.00	58,512.00	67,742.00	70,232.00
13	51,438.00	59,012.00	68,242.00	70,732.00
14	51,938.00	59,512.00	68,742.00	71,232.00
15	52,438.00	60,012.00	69,242.00	71,732.00
16	52,938.00	60,512.00	69,742.00	72,232.00
17	53,438.00	61,012.00	70,242.00	72,732.00
18	53,938.00	61,512.00	70,742.00	73,232.00
19	54,438.00	62,012.00	71,242.00	73,732.00
20	54,938.00	62,512.00	71,742.00	74,232.00
21	55,438.00	63,012.00	72,242.00	74,732.00
22	55,938.00	63,512.00	72,742.00	75,232.00
23	56,438.00	64,012.00	73,242.00	75,732.00
24	56,938.00	64,512.00	73,742.00	76,232.00
25	57,438.00	65,012.00	74,242.00	76,732.00

Teacher Center Coordinator = 1.20 of appropriate step

Business Office Manager = 1.04 of appropriate step

Facilities Specialist = 1.39 of appropriate step

Co-Teaching Consultant= 1.15 of appropriate step

Lead Rise Coordinator= 1.065 of appropriate step

Level A Specialized Job Skills or Knowledge

Level B Specific Degree Requirement or Equivalent. Certain job experiences may be substituted for degree requirement.

Level C Specific Degree Requirement or Equivalent

Level D Administrative Positions with Supervisory and Budgetary Responsibilities

Board Approved April 13, 2021



**FY 21/22**

**DAWSON EDUCATION COOPERATIVE**  
**Special Education**  
**220 DAY**

<b>STEPS</b>	<b>LEVEL I</b>	<b>LEVEL II</b>
<b>1</b>	<b>48,885.00</b>	<b>68,054.00</b>
<b>2</b>	<b>49,385.00</b>	<b>68,554.00</b>
<b>3</b>	<b>49,885.00</b>	<b>69,054.00</b>
<b>4</b>	<b>50,385.00</b>	<b>69,554.00</b>
<b>5</b>	<b>50,885.00</b>	<b>70,054.00</b>
<b>6</b>	<b>51,385.00</b>	<b>70,554.00</b>
<b>7</b>	<b>51,885.00</b>	<b>71,054.00</b>
<b>8</b>	<b>52,385.00</b>	<b>71,554.00</b>
<b>9</b>	<b>52,885.00</b>	<b>72,054.00</b>
<b>10</b>	<b>53,385.00</b>	<b>72,554.00</b>
<b>11</b>	<b>53,885.00</b>	<b>73,054.00</b>
<b>12</b>	<b>54,385.00</b>	<b>73,554.00</b>
<b>13</b>	<b>54,885.00</b>	<b>74,054.00</b>
<b>14</b>	<b>55,385.00</b>	<b>74,554.00</b>
<b>15</b>	<b>55,885.00</b>	<b>75,054.00</b>
<b>16</b>	<b>56,385.00</b>	<b>75,554.00</b>
<b>17</b>	<b>56,885.00</b>	<b>76,054.00</b>
<b>18</b>	<b>57,385.00</b>	<b>76,554.00</b>
<b>19</b>	<b>57,885.00</b>	<b>77,054.00</b>
<b>20</b>	<b>58,385.00</b>	<b>77,554.00</b>

**\*Index of 1.40 for Behavior Support Specialist**

**Board Approved** \_\_\_\_\_ **April 13, 2021**

## 3.2 – PERSONNEL EVALUATIONS

Evaluations of personnel shall be undertaken at least annually.

A continuous ongoing evaluation is made of every staff person of the Cooperative; however, official evaluation shall be made from time to time whereby all personnel involved will know the results of the evaluations. The primary purpose of evaluation should be to effect improvement in job performance.

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

- The Board of Directors shall evaluate and appraise the performance of the Director by having one (1) evaluation conference and report the results in writing. The Director shall have an opportunity to review the evaluation and respond to it in writing.
- The Director or designee shall evaluate and appraise the performance of all staff members. The Director or designee shall review each staff members' performance on a continual basis and shall have a formal conference with staff members each year. The staff member shall have the opportunity to review the written report.
- All written materials pertaining to staff evaluations shall be kept under lock and key, and only the Director and Board of Directors in official sessions shall have access to the materials for purpose of promotion, retention of employment in the present position, any investigations, determining pay scales, and termination or renewal of contracts.
- Any person having access to the records shall be admonished to respect the evaluation materials as privileged information and not repeat or pass on any information obtained by having access to the information.
- The Director shall determine the means by which written information pertaining to the evaluations is kept and presented, i.e., instruments used, places filled, etc.

Evaluations may be based on a combination of scheduled and informal observations. Additional and more frequent informal observations may be done should it be determined by the administration that the observations would be helpful in addressing performance problems.

Legal Reference: A.C.A. § 6-17-1504

Date Adopted: 4/8/1994

Last Revised: 6/13/18



### **3.3 – EVALUATION OF PERSONNEL BY RELATIVES**

No person shall be employed in, or assigned to, a position which would require that he be evaluated by any relative, by blood or marriage, including spouse, parent, child, grandparent, grandchild, sibling, aunt, uncle, niece, nephew, or first cousin.

Date Adopted: 3/14/2012

### **3.4 – REDUCTION IN FORCE**

#### **LICENSED PERSONNEL REDUCATION IN FORCE**

##### **SECTION ONE**

The Cooperative Board acknowledges its authority to conduct a reduction in force (RIF) when such a reduction is necessary or desirable. A RIF will be conducted when the need for a reduction in the work force exceeds the normal rate of attrition for that portion of the staff that is in excess of the needs of the Cooperative as determined by the Director.

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

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

If a reduction in force becomes necessary in a non-grant licensure area or specific position(s), the RIF shall be conducted for each licensure area and/or specific position on the basis of each employee's points as determined by the schedule contained in this policy. The employee with the fewest points will be laid off first. In the event of a tie between two or more employees, the teacher(s) shall be retained whose name(s) appear first in the board's minutes of the date of hire. There is no right or implied right for any teacher to "bump" or displace any other teacher.

##### **Points**

- Years of service in the Cooperative—1 point per year

All licensed position years in the Cooperative count including non-continuous years. Service in any position not requiring certification does not count toward years of service. Working fewer than 120 days in a year shall not constitute a year.

- Graduate degree in any area of licensure in which the licensed employee will be ranked (only the highest level of points apply)  
1 point—Master’s degree  
2 points—Master’s degree plus thirty additional hours  
3 points—Educational specialist degree  
4 points—Doctoral degree
- National Board of Professional Teaching Standards Certification—3 points
- Additional academic content areas of endorsement as identified by the state board—1 point per area
- Certification for teaching in a State Board identified shortage area—2 points
- Multiple areas and/or grade levels of licensure as identified by the state board—1 point per additional area or grade level as applicable

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

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

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

Legal Reference: A.C.A. § 6-17-2407

Date Adopted: 10/12/2011

Revised: 3/14/2012

### **NON-LICENSED PERSONNEL REDUCTION IN FORCE**

The Cooperative Board acknowledges its authority to conduct a reduction in force (RIF) when such a reduction is necessary or desirable. A RIF will be conducted when the need for a reduction in the work

force exceeds the normal rate of attrition for that portion of the staff that is in excess of the needs of the Cooperative as determined by the Director.

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

If a reduction in force becomes necessary, the RIF shall be conducted using the following criteria in this order:

1. Funding Category of Classified Personnel
2. Years of Service in the Cooperative
3. Knowledge and Skills
4. The needs of the Cooperative

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

Total years of service to the Cooperative shall include non-continuous years of service; in other words, an employee who left the Cooperative and returned later will have the total years of service counted, from all periods of employment. Working fewer than 120 days in a fiscal year shall not constitute a year. Length of service in a licensed position shall not count for the purpose of length of service for a non-licensed position. There is no right or implied right for any employee to “bump” or displace any other employee. This specifically does not allow a licensed employee who might wish to assume a classified position to displace a classified employee.

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

Legal Reference: A.C.A. § 6-17-2407

Board Approved: 10/12/2011

Last Revised: 3/14/2012

### **3.5 – CONTRACT RETURN**

An employee shall have thirty (30)<sup>1</sup> days from the date of the receipt of his contract for the following school year in which to return the contract, signed, to the office of the Superintendent. The date of receipt of the contract shall be presumed to be the date of a cover memo<sup>2</sup>, which will be attached to the contract.

Failure of an employee to return the signed contract to the office of the Superintendent within thirty (30) days of the receipt of the contract shall operate as a resignation by the employee. No further action on the part of the employee, the Superintendent, or the School Board shall be required in order to make the employee's resignation final.

### **3.6 – EMPLOYEE TRAINING**

All employees shall attend all local professional development training sessions as directed by his/her supervisor. The Cooperative shall develop and implement a plan for the professional development of its licensed employees.

For the purposes of this policy, professional development means a set of coordinated, planned learning activities for teachers and administrators that:

- Is required by statute or the; Division of Elementary and Secondary Education (DESE or
- Meets the following criteria:
  - Improves the knowledge, skills and effectiveness of teachers;
  - Improves the knowledge and skills of administrators and paraprofessional concerning effective instructional strategies and methods;
  - Leads to improve student academic achievement and
  - Is researched-based and standards-based.

Each licensed employee shall receive a minimum of thirty-six (36) hours of professional development annually to be fulfilled between July 1 and June 30. A licensed employee may be required to receive more PD than the minimum when necessary to complete the licensed employee's professional growth plan (PGP). Professional development hours earned in excess of thirty-six (36) in the designated year cannot be carried over to the next year. Professional Development hours earned in June, may be counted in the current school year or the upcoming school year.

Licensed employees who are prevented from obtaining the required PD hours due to their illness or the illness of an immediate family member as defined in A.C.A. § 6-17-1202 have until the end of the following school year to make up the deficient hours. Missed hours of PD shall be made up with PD that is substantially similar to that which was missed and can be obtained by any method, online or otherwise, approved by DESE. This time extension does not absolve the employee from also obtaining the following year's required hours of PD. Failure to obtain required PD or to make up missed PD could lead to disciplinary consequences, up to termination or nonrenewal of the contract of employment.

The goal of all professional development activities shall be improved employee performance. The Cooperative's professional development plan shall be research-based and standards-based and in alignment with applicable DESE Rules and/or Arkansas code.

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

The Director has the authority to require attendance at specific professional development activities. To receive credit for his/her professional development activity each employee is responsible for obtaining and submitting documents of attendance for each professional development activity he/she attends. Documentation is to be submitted to the Director or designee. Licensed employees are required to obtain thirty-six (36) hours of approved professional development annually over a five-year period as part of licensure renewal requirements.

To the extent required by DESE Rules, employees will receive up to six (6) hours of educational technology professional development which is to be integrated within other professional development offerings.

Beginning in the 2013-14 school-year and every fourth year thereafter, all district personnel shall receive two (2) hours of PD related to child maltreatment required under A.C.A. § 6-61-133.

Beginning in school-year 2014-15 and every fourth year thereafter, teachers shall receive two (2) hours of PD designed to enhance their understanding of effective parental involvement strategies.

Beginning in school-year 2014-15 and every fourth year thereafter, administrators shall receive two (2) hours of professional development designed to enhance their understanding of effective parent and family engagement strategies and the importance of administrative leadership in setting expectations and creating a climate conducive to parent and family participation.

Beginning in the 2016-17 school-year and every fourth year thereafter, teachers who provide instruction in Arkansas history shall receive at least two (2) hours of professional development in Arkansas history as part of the teacher's thirty-six (36) hours annual requirement.

Beginning with the 2018-2019 school year, the District shall provide professional development to teachers licensed:

- At the elementary level for kindergarten through grade six (K-6), in special education for kindergarten through grade twelve (K-12), or reading specialists for kindergarten through grade twelve (K-12) for one (1) of the prescribed pathways to obtaining a proficiency credential in knowledge and practices in scientific reading instruction; and
- In an area other than elementary level for kindergarten through grade six (K-6), in special education for kindergarten through grade twelve (K-12), or reading specialists for kindergarten through grade twelve (K-12) for one (1) of the prescribed pathways to obtaining an awareness credential in knowledge and practices in scientific reading instruction.

The professional development will be designed so that, by the beginning of the 2023-2024 school year, all teachers employed in a teaching position that requires an elementary education license (K-6), special

education license, or reading specialists in kindergarten through grade twelve (K-12) shall demonstrate proficiency in knowledge and practices of scientific reading instruction and all other teachers shall demonstrate awareness in knowledge and practices of the scientific reading instruction.

Beginning in the 2019-2020 school year, the District shall provide annual training instruction based on the science of reading as set forth in the literacy plan contained within the District's SLIPs.

Beginning in the 2023-24 school-year and every fourth year thereafter, all licensed personnel shall receive two (2) hours of training related to bullying prevention and recognition of the relationship between incidents of bullying and the risk of suicide.

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

By the beginning of the 2024-25 school year and every fourth year thereafter, a school counselor shall receive Youth Mental Health First Aid training to learn the risk factors and warning signs of mental health issues in adolescents; the importance of early intervention; and how to help an adolescent who is in crisis or expecting a mental health challenge.

Anticipated rescuers shall receive training in cardiopulmonary resuscitation and the use of automated external defibrillators as required by DESE Rule. Such training shall count toward the required annual hours of PD.

At least once every three (3) years, persons employed as athletic coaches shall receive training related to the recognition and management of concussions, dehydration, or other health emergencies; students' health and safety issues related to environmental issues; communicable diseases; and sudden cardiac arrest. The training may include a component on best practices for a coach to educate parents of students involved in athletics on sports safety.

All licensed personnel shall receive training related to compliance with the District's anti-bullying policies.

For each administrator, the thirty-six (36) hour PD requirement shall include training in data disaggregation, instructional leadership, and fiscal management. This training may include the Initial, Tier 1, and Tier 2 training required for Superintendents and other designees by DESE's Rules Governing the Arkansas Financial Accounting and Reporting System and Annual Training Requirements.

Building level administrators shall complete the credentialing assessment for the teacher evaluation PD program prior to conducting any summative teacher evaluations.

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

Teachers required by the Director to take approved training related to teaching an advance placement class for a subject covered by the College Board and Educational Testing Service shall receive up to thirty (30) hours of credit toward the thirty-six (36) hours of professional development required annually.

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

Employees who do not receive or furnish documentation of the required annual professional development jeopardize their licensure status. Failure of an employee to receive his/her required annual hours of PD in any given year, unless due to illness as permitted by law, DESE Rule, and this policy, shall be grounds for disciplinary action up to and including termination. Employees are responsible for keeping up with the number of professional development hours they receive each year.

Approved PD activities may include:

- Conferences/workshops/institutes;
- Mentoring/peer coaching;
- Study groups/learning teams;
- National Board for Professional Teaching Standards Certification;
- Distance and online learning (including Arkansas IDEAS);
- Micro-credentialing approved by DESE;
- Internships;
- State/district/school programs;
- Approved college/university course work;
- Action research; and
- Individually guided (to be noted in the employee's PGP).

Approved PD activities that occur during the instructional day or outside the licensed employee's annual contract days may apply toward the annual minimum PD requirement.

PD activities shall relate to the following areas:

- Content (K-12);
- Instructional strategies;
- Assessment/data-driven decision making;
- Advocacy/leadership/fiscal management;
- Systemic change process;
- Standards, frameworks, and curriculum alignment;
- Supervision;
- Mentoring/peer coaching;
- Next generation learning/integrated technology;
- Principles of learning/developmental stages/diverse learners;
- Cognitive research;
- Parent and family engagement/academic planning and scholarship;
- Building a collaborative learning community;
- Student health and wellness; and
- The Code of Ethics for Arkansas Educators.

Legal References: Standards For Accreditation 1-B.4, 3-A.4, 3-B.1, 4-G.1, 4-G.2  
DESE Rules Governing Professional Development  
DESE Rules Governing the Arkansas Educational Support and Accountability Act  
DESE Rules Governing the Arkansas Financial Accounting and Reporting System  
and Annual Training Requirements  
DESE Rules Governing the Right to Read Act  
DESE Rules Governing Student Special Needs Funding  
DESE Advisory Guidelines for the Use of Student Restraints in Public School or Educational Settings  
A.C.A. § 6-10-121  
A.C.A. § 6-10-122  
A.C.A. § 6-10-123  
A.C.A. § 6-15-1004(c)  
A.C.A. § 6-15-1302  
A.C.A. § 6-15-1303  
A.C.A. § 6-15-1703  
A.C.A. § 6-15-2907  
A.C.A. § 6-15-2911  
A.C.A. § 6-15-2912  
A.C.A. § 6-15-2913  
A.C.A. § 6-15-2914  
A.C.A. § 6-15-2916  
A.C.A. § 6-16-1203  
A.C.A. § 6-17-429  
A.C.A. § 6-17-703  
A.C.A. § 6-17-704  
A.C.A. § 6-17-708  
A.C.A. § 6-17-709  
A.C.A. § 6-17-710  
A.C.A. § 6-17-711  
A.C.A. § 6-17-2806  
A.C.A. § 6-17-2808  
A.C.A. § 6-18-502(f)  
A.C.A. § 6-18-514(f)  
A.C.A. § 6-18-708  
A.C.A. § 6-18-2004  
A.C.A. § 6-18-2304  
A.C.A. § 6-18-2308  
A.C.A. § 6-18-2309  
A.C.A. § 6-20-2204  
A.C.A. § 6-20-2303 (16)  
A.C.A. § 6-41-608  
A.C.A. § 6-61-133

Date Adopted: 3/14/2012  
Last Revised: 6/22/2021



## **3.8 – SICK LEAVE**

### **Definitions**

The Director has the discretion to approve sick leave for an employee to attend the funeral of a person who is not related to the employee, under circumstances deemed appropriate by the Director. Such approved sick leave shall not exceed one-half day.

Pay for sick leave shall be at the employee's daily rate of pay, which is that employee's total contracted salary, divided by the number of days employed as reflected in the contract.

Employees may request sick leave for no less than ½ day (4 hours) or 1 day (8 hours).

Absences for illness in excess of the employee's accumulated and current sick leave shall result in a deduction from the employee's pay at the daily rate as defined above.

If employee used more sick days than actual months worked, those days will be deducted from employee's final paycheck.

At the discretion of the Director, the Cooperative may require a written statement of the employee's physician. Failure to provide such documentation of illness may result in sick leave not being paid, or in dismissal.

Excessive absenteeism, whatever the cause, to the extent that the employee is not carrying out his assigned duties (at the determination of the Director) may result in dismissal.

1. "Employee" is a full-time employee of the Cooperative.
2. "Sick Leave" is absence from work due to illness, whether by the employee or a member of the employee's immediate family, or due to a death in the family. The Director shall determine whether sick leave will be approved on the basis of a death outside the immediate family of the employee.
3. "Current Sick Leave" means those days of sick leave for the current contract year, which leave is granted at the rate of one day of sick leave per contracted month, or major part thereof.
4. "Accumulated Sick Leave" is the total of unused sick leave, up to a maximum of one hundred twenty (120) days accrued from previous contract, but not used.
5. "Immediate family" means an employee's spouse, child, grandchild, parent, or any other relative provided the other relative lives in the same household as the employee.

### **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. Any sick days in excess of 120 days as of June 30<sup>th</sup> will be paid at \$50.00 per day provided the funds are available in the federal, state, local and/or cooperative funds.
3. Sick leave is effective on the date the staff members is required to report for work. Full sick leave will be accrued to the leave record according to one day per month. A part-time employee is prorated on the full time equivalency (FTE) calculation.
4. All staff members may transfer a maximum of 120 days of accumulated sick leave from an educational agency with appropriate documentation as determined by the director.
5. At the time of retirement from the Cooperative, an employee will be paid for unused sick leave at 125% of the substitute teacher's rate paid by Dawson Co-op. Employee must be an employee of Dawson Co-op for five (5) consecutive years to receive this benefit. This benefit shall be paid from the employee's funding source. If the benefit is not allowable per grant specifications or funds are not available, this benefit will not be paid.

### **Sick Leave and Family Medical Leave Act (FMLA) Leave**

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

1. As used in this policy, "applicable" is a very important word. Some leave taken under FMLA also applies to sick leave and therefore, the employee will get paid for the leave to the extent the employee has sick leave accrued. Other leave taken under FMLA is not applicable to sick leave and therefore the FMLA leave is unpaid. For instance, "applicable leave" in terms of time taken under FMLA due to the birth of a child will vary depending on the language in your Cooperative's policy on sick leave. For instance, if sick leave may be taken "for reason of personal illness or illness in the immediate family" (based on the statutory definition in 6-17-1202, and an employee gives birth to a child, she may take sick leave for the amount of time that her personal physician deems it necessary for her to physically recover from childbirth. Once the medically necessary time has passed, sick leave is no longer appropriate and cannot be used. While under the FMLA, the employee could take additional time off work, she would need to take unpaid FMLA leave for this purpose, unless she had personal days or vacation days available. However, if your Cooperative has a much more liberal definition of sick leave in Cooperative policy, the results could be entirely different. Another example would be the potential for overlap between pregnancy complications that arise to the level of a "serious health condition." For instance, pregnancy complications that rose to the level of a "serious health condition" would qualify for both, while missing work for a dentist's appointment would qualify for sick leave, but would not qualify for FMLA leave. Consult policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE when making the determination of what sick leave qualifies under both policies. It may also be helpful to consult 29 CFR 825.114 which is attached at the end of this policy.

2. If the notice is oral, it must be confirmed in writing no later than the following payday (unless the payday is less than one week after the notice, in which case the notice must be no later than the subsequent payday). The written notice may be in any form, including a notation on the employee's pay stub.

Cross Reference: Policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE

Legal References: A.C.A. § 6-17-1201 et seq.  
29 USC §§ 2601 et seq.  
29 CFR 825.100 et seq.

Date Adopted: 6/13/17

Date Updated: 6/2/20

## **3.9 – CATASTROPHIC SICK LEAVE BANK**

### **Definition**

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

The Director shall appoint a Catastrophic Sick Leave Bank Committee. The Committee shall consist of six (6) members: three (3) licensed employees and three (3) classified employees. Each representative will serve a term of 3 years. \* All members of the Committee must also be members of the CSLB. The Committee shall meet as necessary for the purpose of reviewing requests for withdrawal from the bank. The determination of the Committee shall be final.

*\*To begin the 3-year CSLB Committee rotation, after appointment, Committee members will draw numbers 1 to 3 to determine the number of years of service on the Committee. Following this beginning rotation, each new representative appointed will serve 3 years. This insures a continuous flow of experienced representatives serving the CSLB members.*

### **Membership**

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

Membership in the CSLB is considered continuous unless the CSLB Committee receives written notice of withdrawal of membership. If, at the time of the open enrollment, the number of days in the Bank exceeds

there-hundred fifty (350) days, current members will receive automatic membership for the upcoming school year; new members will still be required to donate one day of their sick leave. If, at any time, the total of available days in the Bank falls to less than one-hundred fifty (150) days, the Bank Committee will solicit additional contributions to the Bank.

### **Eligibility**

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

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

### **Withdrawals**

Requests for withdrawal from the Bank must state the reason(s) for the request and the number of days requested\* and must be accompanied by a detailed statement from an attending physician of the nature of the malady and the expected duration thereof. A request for withdrawal from the Bank grants the Committee permission to see the Member's attendance history. If the information provided to the Committee is deemed by a majority of the Committee to be insufficient, the Committee may require additional information or deny the Member's request, at its discretion.

*\*\*Requests shall be for no more than twenty (20) days; Member may make no more than three (3) requests per annual contract period.*

The Committee shall have the authority to grant, reduce, or deny any request. However, the Committee may grant no request, and any granted request may be withdrawn, if the Member accepts retirement, becomes eligible for Social Security Disability, or returns to work.

**Any CSLB member requesting a withdrawal from the Bank, grants the Committee final authority in the matter and agrees to follow the Committee ruling. In the event of a tie, the Director will have the final vote.**

Date Updated: 6/13/18

### **3.11 – PERSONAL, VACATION & BIRTHDAY LEAVE**

#### **Personal Leave**

For the Cooperative to function efficiently and have the necessary personnel present to effect a high functioning environment, employee absences need to be kept to a minimum. The Cooperative acknowledges that there are times during the year when employees have personal business that needs to be addressed during the work day. Each full-time employee shall receive two (2) days of personal leave per contract year. The leave may be taken in increments of no less than half days. These days may be used for legal business or for family matters which require absence during office hours. This leave is not cumulative. When possible, request for absence should be submitted twenty-four hours before taking such leaves. The leave request shall be made to the employee's supervisor. If an employee has used personal leave and has not fulfilled the term of the contract, a pro-rata salary adjustment will be made. Employees shall take personal leave or leave without pay for those absences which are not due to attendance at Cooperative functions which are related to their jobs and do not qualify for other types of leave.

#### **Vacation Leave**

Each 12-month employee shall be credited with one (1) day of vacation for each month of employment. Vacation days must be earned before they can be taken. Vacation leave days must be approved by the immediate supervisor and/or Director. Leave may not be taken during times that may cause undue hardship on other employees of the Cooperative. Vacations days may accumulate to a maximum of (1) month which is twenty (20) working days. When an employee leaves the employment of the Cooperative, he/she may draw up to twenty (20) days' pay for unused vacation days. This benefit shall be paid from the employee's funding source. If the benefit is not allowable per grant specifications or funds are not available, this benefit will not be paid. Any vacation days in excess of 20 days as of June 30th of each year will roll into Sick Leave Days.

#### **Birthday Leave**

Each 12-month employee is eligible for a one (1) birthday day for the entire contract year. This day can be taken any work day with permission from the employee's immediate supervisor and/or Director. Birthday leave is not accumulative and cannot be carried over into a new contract year.

Date Adopted: 6/2/20

### **3.12 – RESPONSIBILITIES IN DEALING WITH SEX OFFENDERS ON CAMPUS (MEGAN'S LAW)**

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

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

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

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

A parent or guardian who is a Level 1 or Level 2 sex offender shall be allowed to enter the Co-op campus for any activity that is appropriate for a parent, guardian, or community member.

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

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

### **3.13 – PUBLIC OFFICE**

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

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

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

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

Legal Reference: A.C.A. § 6-17-115

Date Adopted: 3/14/2012

### **3.14 - JURY DUTY**

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

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

Legal Reference: A.C.A. § 16-31-106

Date Adopted: 3/14/2012

### **3.18 – OUTSIDE EMPLOYMENT**

An employee of the Cooperative may not be employed in any other capacity during regular working hours unless they are using vacation days that have been approved by the Director. Employees cannot use sick days to work in another position outside the co-op.

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

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

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

Date Adopted: 3/14/2012

### 3.19 - EMPLOYMENT

All prospective employees must submit a letter of intent and a current resume to the Cooperative, all of which information is to be placed with the coordinator of the department advertising for a new employee or the Director. Each new employee must submit to a criminal background check, both state and federal, and must not be listed on the Maltreatment and Abuse Registry. If the employee provides false or misleading information, or if he withholds information to the same effect, it may be grounds for dismissal.

The Dawson Education Cooperative is an equal opportunity employer and shall not discriminate on the grounds of race, color, religion, national origin, sex, pregnancy, sexual orientation, gender identity, age, disability or genetic information.

Before the Director may make a recommendation to the Board that an individual be hired by the Co-op, the Director shall check the Arkansas Educator Licensure System to determine if the individual has a currently suspended or revoked teaching license.

In accordance with Arkansas law, the Co-op provides a veteran preference to applicants who qualify for one of the following categories:

1. A veteran without a service-connected disability;
2. A veteran with a service-connected disability; and
3. A deceased veteran's spouse who is unmarried throughout the hiring process.

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

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

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

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

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

Date Adopted: 3/14/2012



Date Updated: 6/13/18

### **3.20 – REIMBURSEMENT OF TRAVEL EXPENSES**

Employees shall be reimbursed for personal and/or travel expenses incurred while performing duties or attending workshops or other employment-related functions, provided that prior approval for the activity for which the employee seeks reimbursement has been received from the Director (or other immediate supervision with the authority to make Cooperative approvals), or the appropriate designee of the Director and that the employee's attendance/travel was at the request of the Cooperative. The amount per mile the employee may charge uses the IRS amount, or an amount specific to a state or federal grant.

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

Reimbursement claims must be made on forms provided by the Cooperative and must be supported by appropriate, original receipts.

Date Adopted: 3/14/2012

Date Updated: 6/13/18

### **3.21 - TOBACCO-FREE WORKPLACE**

#### **Purpose**

Dawson Co-op is committed to providing a safe and healthy workplace and to promoting the health and wellbeing of its employees. As required by the *Arkansas Clean Indoor Air Act of 2006*, and also motivated by the desire to provide all employees with a work environment conducive to good health, the following Tobacco Free Workplace Policy has been adopted and shall apply to all employees of Dawson Co-op

#### **Scope of Policy**

Any and all facilities/grounds, owned, leased/operated by Dawson Co-op, any and all company-owned or company-leased vehicles are designated as tobacco-free areas. The use of tobacco is prohibited on company property at all times, including entryways to the buildings and parking lots. There will be no designated smoking/vaping or tobacco use areas.

This Tobacco Free Workplace policy applies to the following individuals at all times while on company property and company leased facilities:

1. *Regular employees, whether fulltime or part-time*
2. *Temporary workers, contractors, consultants, interns*
3. *Visitors and clients/customers*

This policy shall be clearly communicated to all full and part-time employees, including temporary workers, contractors, consultants, interns, visitors and client/customers.

### **Procedure**

Smoking /vaping and the use of tobacco is not permitted anywhere on Dawson Co-op property at any time. Dawson Co-op property for the purpose of this policy includes all land, buildings, structures, parking lots and, means of transportation owned by or leased to Dawson Co-op.

An initial violation of this tobacco-free workplace policy by an employee, temporary worker or intern will result in a reminder of our policy and an offer of tobacco-cessation support. Subsequent infraction and/or violation of this policy shall be dealt with using Dawson Co-op's Progressive Discipline Procedure/Policy.

An initial violation of the policy by, contractors, consultants, visitors and client/customers will result in a reminder of our Tobacco-free rule. Subsequent infractions and/or policy violations will be addressed on a case by case basis. Dawson Co-op shall reserve the right to determine an appropriate corrective action plan which could include termination of the business relationship. Dawson Co-op's Director shall make the final and binding corrective action decision.

Dawson Co-op Purchasing Department shall include language in all Purchasing Order (P.O) forms or documents requiring customers/vendors to comply with this policy. Customers/Vendors will be required to read and accept the terms of this policy prior to gaining access and/or entering Dawson Co-op facilities.

### **Resolving Complaints about Smoking Vaping or Tobacco Use:**

- A. Any complaints about the application of the policy to the workplace should be brought to the attention of the Human Resources Manager or Dawson Co-op Director for resolution.
- B. The complaint should be submitted in writing and identify specific objections. Dawson Co-op will investigate the complaint and resolve it in accordance with the policy.
- C. No employee shall suffer any form of retaliation for raising a complaint or asking a question about this policy.

**Definition:**

1. Tobacco- For the purposes of this policy “tobacco” is to include any product containing, made, or derived from tobacco that is intended for human consumptions, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means or any component, part, or accessory of a tobacco products to include but not limited to: any lighted or unlighted cigarette, cigar, pipe, and any other smoking product, and spit tobacco, also known as smokeless, dip, chew, snus, and snuff, in any form including, “e-cigarette” and Electronic Nicotine Delivery Systems (EDS).
2. Smoking/ vaping - means inhaling, exhaling, burning, or carrying any lighted tobacco product, includes cigarettes, cigars, pipe tobacco, or any other lighted combustible plant material.
3. Property and Grounds- Any and all facilities/grounds, owned, leased, operated by Dawson Co-op including any and all facilities/grounds owned leased, operated by clients/customers of Dawson Co-op and all company-owned or company-leased vehicles.

*Exemption- Nicotine use: Only FDA approved cessation products are allowed. This includes: nicotine gum, nicotine lozenge, nicotine patch, pharmaceutical nicotine inhaler (this does not include any form of e-products) and nicotine nasal spray.*

**References:**

*Arkansas Clean Indoor Air Act of 2006* – This smoking policy is intended to comply with requirements of the Arkansas Clean Indoor Air Act of 2006.

Date Adopted: 6//9/15

**3.22 – DRESS OF EMPLOYEES**

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

Date Adopted: 3/14/2012

### **3.23 – POLITICAL ACTIVITY**

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

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

1. Using employees for preparation or dissemination of campaign materials;
2. Distributing political materials;
3. Distributing or otherwise seeking signatures on petitions of any kind; and
4. Posting political materials.

Date Adopted: 3/14/2012

### **3.24—PERSONNEL EMPLOYMENT**

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

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

It is grounds for termination of contract of employment if an employee fails a criminal background check or receives a true report on the Child Maltreatment Central Registry check.<sup>1</sup>

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

Before the Director may make a recommendation to the Board that an individual be hired by the Co-op, the Director shall check the Arkansas Educator Licensure System to determine if the individual has a currently suspended or revoked teaching license. An individual with a currently suspended license or

whose license has been revoked by the State Board of Education is not eligible to be employed by the Co-op; this prohibition includes employment as a substitute teacher, whether directly employed by the Co-op or providing substitute teaching services under contract with an outside entity.

The Co-op is an equal opportunity employer and shall not discriminate on the grounds of race, color, religion, national origin, sex, pregnancy, sexual orientation, gender identity, age, disability, or genetic information.<sup>2</sup>

Inquiries on nondiscrimination may be directed to the Director or designee<sup>3</sup>, who may be reached at 711 Clinton St. Arkadelphia, AR. 71923, (870) 246-3077 or email [darin.beckwith@dawsonesc.com](mailto:darin.beckwith@dawsonesc.com)<sup>4</sup>.

Any person may report sex discrimination, including sexual harassment, to the Title IX Coordinator in person or by using the mailing address, telephone number, or email address provided above. A report may be made at any time, including during non-business hours, and may be on the individual's own behalf or on behalf of another individual who is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment.

For further information on notice of non-discrimination or to file a complaint, visit <http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm>; for the address and phone number of the office that serves your area, or call 1-800-421-3481.

In accordance with Arkansas law<sup>5</sup>, the Co-op provides a veteran preference to applicants who qualify for one of the following categories:

1. A veteran without a service-connected disability;
2. A veteran with a service-connected disability; and
3. A deceased veteran's spouse who is unmarried throughout the hiring process.

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

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

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

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

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

Legal References:      Division of Elementary and Secondary Education Rules Governing Background Checks  
A.C.A. § 6-17-301  
A.C.A. § 6-17-410  
A.C.A. § 6-17-411  
A.C.A. § 6-17-428  
A.C.A. § 6-17-429  
A.C.A. § 21-3-302  
A.C.A. § 21-3-303  
28 C.F.R. § 35.106  
29 C.F.R. part 1635  
34 C.F.R. § 100.6  
34 C.F.R. § 104.8  
34 C.F.R. § 106.8  
34 C.F.R. § 106.9  
34 C.F.R. § 108.9  
34 C.F.R. § 110.25

Date Adopted: 6/22/2021

Last Revised: 6/22/2021

### **3.24 – PERSONNEL DEBTS**

All employees are expected to meet their financial obligations. If an employee writes “hot” checks or has his income garnished, dismissal may result.

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

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

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

Date Adopted: 3/14/2012

## **3.25 - GRIEVANCES**

Level their concerns related to the personnel policies or salary payments of this Cooperative.

### **Definitions**

Grievance: a claim or concern related to the interpretation, application, or claimed violation of the personnel policies, including salary schedules, federal or state laws and regulations, or terms or conditions of employment, raised by an individual employee of this Cooperative. Other matters for which the means of resolution are provided or foreclosed by statute or administrative procedures shall not be considered grievances. Specifically, no grievance may be entertained against a supervisor for directing, instructing, reprimanding, or “writing up” an employee under his/her supervision.<sup>1</sup> A group of employees who have the same grievance may file a group grievance.

Group Grievance: A grievance may be filed as a group grievance if it meets the following criteria: (meeting the criteria does not ensure that the subject of the grievance is, in fact, grievable)

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

Employee: any person employed under a written contract by this Cooperative.

Immediate Supervisor: the person immediately superior to an employee who directs and supervises the work of that employee.

Working day: Any weekday other than a holiday whether or not the employee under the provisions of their contract is scheduled to work or whether they are currently under contract.

### **Process**

Level One: An employee who believes that he/she has a grievance shall inform that employee’s immediate supervisor that the employee has a potential grievance and discuss the matter with the supervisor within five working days of the occurrence of the grievance. The supervisor shall offer the employee an opportunity to have a witness or representative who is not a member of the employee’s immediate family present at their conference. (The five-day requirement does not apply to grievances concerning back pay). If the grievance is not advanced to Level Two within five working days following the conference, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

If the grievance cannot be resolved by the immediate supervisor, the employee can advance the grievance to Level Two. To do this, the employee must complete the top half of the Level Two Grievance Form within five working days of the discussion with the immediate supervisor, citing the manner in which the specific personnel policy was violated that has given rise to the grievance, and submit the Grievance Form to his/her immediate supervisor. The supervisor will have ten working days to respond to the grievance using the bottom half of the Level Two Grievance Form which he/she will submit to the Director.

Level Two (when appeal is to the Director): Upon receipt of a Level Two Grievance Form, the Director will have ten working days to schedule a conference with the employee filing the grievance. The Director shall offer the employee an opportunity to have a witness or representative who is not a member of the employee's immediate family present at their conference. After the conference, the Director will have ten working days in which to deliver a written response to the grievance to the employee.

Appeal to the Board of Directors: An employee who remains unsatisfied by the written response of the Director may appeal the Director's decision to the Board of Directors within five working days of his/her receipt of the Director's written response by submitting a written request for a board hearing to the Director<sup>2</sup>. If the grievance is not appealed to the Board of Directors within five working days of his/her receipt of the Director's response, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

The Cooperative board will address the grievance at the next regular meeting of the Cooperative board, unless the employee agrees in writing to an alternate date for the hearing. After reviewing the Level Two Grievance Form and the Director's reply, the board will decide if the grievance, on its face, is grievable under Cooperative policy. If the grievance is presented as a "group grievance," the Board shall first determine if the composition of the group meets the definition of a "group grievance." If the Board determines that it is a group grievance, the Board shall then determine whether the matter raised is grievable. If the Board rules the composition of the group does not meet the definition of a group grievance, or the grievance, whether group or individual, is not grievable, the matter shall be considered closed. (Individuals within the disallowed group may choose to subsequently refile their grievance as an individual grievance beginning with Level One of the process.) If the Board rules the grievance to be grievable, they shall immediately commence a hearing on the grievance. All parties have the right to representation by a person of their own choosing who is not a member of the employee's immediate family at the appeal hearing before the Board of Directors. The employee shall have no less than 90 minutes to present his/her grievance, unless a shorter period is agreed to by the employee, and both parties shall have the opportunity to present and question witnesses. The hearing shall be open to the public unless the employee requests a private hearing. If the hearing is open, the parent or guardian of any employee under the age of eighteen years who gives testimony may elect to have the student's testimony given in closed session. At the conclusion of the hearing, if the hearing was closed, the Board of Directors may excuse all parties except board members and deliberate, by themselves, on the hearing. At the conclusion of an open hearing, board deliberations shall also be in open session unless the board is deliberating the employment, appointment, promotion, demotion, disciplining, or resignation of the employee. A decision on the grievance shall be announced no later than the next regular board meeting.

## **Records**



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

### **Reprisals**

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

Legal Reference:       A.C.A. § 6-17-208, 210

Date Adopted: 4/8/1994

Last Revised: 3/14/2012

### 3.25.F – LEVEL TWO GRIEVANCE FORM

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

Date submitted to supervisor: \_\_\_\_\_

Personnel Policy grievance is based upon:

\_\_\_\_\_

Grievance (be specific): \_\_\_\_\_

---

---

---

---

---

---

---

---

What would resolve your grievance?

\_\_\_\_\_

---

---

---

---

---

Supervisor's Response

Date submitted to recipient: \_\_\_\_\_

---

---

---

---

---

---

---

---

Date Adopted: 3/14/2012

## 3.26 – SEXUAL HARASSMENT

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

Believing that prevention is the best policy, the Cooperative will periodically inform employees about the nature of sexual harassment, the procedures for registering a complaint, and the possible redress that is available. The information will stress that the Cooperative does not tolerate sexual harassment and that employees can report inappropriate behavior of a sexual nature without fear of adverse consequences.

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

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

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

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

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

Actionable sexual harassment is generally established when an individual is exposed to a pattern of objectionable behaviors or when a single, serious act is committed. What is, or is not, sexual harassment will depend upon all of the surrounding circumstances. Depending upon such circumstances, examples of sexual harassment include, but are not are not limited to: unwelcome touching; crude jokes or pictures; discussions of sexual experiences; pressure for sexual activity; intimidation by words, actions, insults, or name calling; teasing related to sexual characteristics; and spreading rumors related to a person's alleged sexual activities.

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

Under no circumstances shall an employee be required to first report allegations of sexual harassment to a Cooperative contact person if that person is the individual who is accused of the harassment. To the extent possible, complaints will be treated in a confidential manner. Limited disclosure may be necessary in order to complete a thorough investigation.

Employees who file a complaint of sexual harassment will not be subject to retaliation or reprisal in any form.

Employees who knowingly fabricate allegations of sexual harassment shall be subject to disciplinary action up to and including termination.

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

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

Date Adopted: 3/14/2012

### **3.28 – COMPUTER USE POLICY**

Any technology device purchased with Dawson Co-op funds may be subject to the Freedom of Information Act.

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

Employees who misuse Cooperative-owned computers in any way, including excessive personal use, using computers for personal use during instructional time, using computers to violate any other policy, knowingly or negligently allowing unauthorized access, or using the computers to access or create sexually explicit or pornographic text or graphics, will face disciplinary action, up to and including termination or non-renewal of the employment contract.

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

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

A.C.A. § 6-21-111

Date Adopted: 3/14/2012

Date Updated: 6/13/18

### **3.28.F.1 – INTERNET/COMPUTER USE AGREEMENT**

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

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

#### **Computer and Password Protection**

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

#### **Inappropriate usage**

6. Use of non-instructional / non-administrative Internet games, is prohibited. This includes, but is not limited to, personal use of streaming media such as online radio stations or video broadcasts. (Short newsworthy video clips are allowed)
7. Users may not copy or distribute copyrighted materials such as software, audio, video, files, graphics, and text without the express written permission of the copyright owner and the permission of the site administrator.

8. Users may not download, upload, install, or otherwise use programs or software not directly related to their work prior to permission from the Dawson Education Service Cooperative ESC Technology Department. This includes, but is not limited to, executing “portable” applications located on mobile media or devices.
9. Users shall not use the system for illegal purposes, in support of illegal activities, or for any other activity prohibited by district policy and guidelines.
10. Users shall not write, produce, generate copy, propagate, or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer's memory, file system, or software. Such software is often called a bug, virus, worm, Trojan, or other name.
11. Users shall not use system resources to purposefully distribute, create, or copy messages or materials that are abusive, obscene, sexually oriented, threatening, harassing, or illegal.
12. Users shall not use system resources to purposefully access materials that are abusive, obscene, sexually oriented, threatening, harassing, or illegal. The State of Arkansas provides filtering mechanisms to help prevent accidental access to such materials; however, filters are not all-inclusive and will not block all inappropriate sites. In the event that accidental access to prohibited materials occurs, users are expected to immediately discontinue such access and report the incident to the supervising teacher or site administrator.
13. Dawson Education Service Cooperative ESC does not support personal equipment or software. Users shall not install personal software on Dawson Education Service Cooperative ESC-owned computers (Home Network Connection Software is permitted).
14. Users shall not use system resources for the forgery or attempted forgery of e-mail messages. Attempts to read, delete, copy, or modify the email of other system users, deliberate interference with the ability of other users to send/receive email, or the use of another person's email account is prohibited.
15. Users with Dawson Education Service Cooperative ESC e-mail access shall not waste district resources through inappropriate use of the network including use of Dawson Education Service Cooperative ESC group e-mail distribution lists to send non-administrative or non-instructional messages to other users (e.g. chain letters, broadcast messages, and personal advertisements).
16. Limited personal use of the system shall be permitted if the use imposes no tangible cost on the district, does not unduly burden Dawson Education Service Cooperative ESC's computer or network resources, and has no adverse effect on an employee's job performance.
17. Users who identify or know of a security problem on the system must notify a System Administrator or ESC Director immediately and must not demonstrate or verbalize the security problem to other users.
18. Users should be aware that the inappropriate use of electronic information resources could be a violation of local, state or federal laws. Violations can lead to prosecution.
19. Peer to Peer (file sharing) programs (Limewire, Kazaa, and others) **are prohibited** on the Dawson Education Service Cooperative ESC network and on Cooperative computers used for the purpose of illegally downloading or uploading media.
20. Users will not connect personal computing or networking equipment to any district owned computer or network resource. This includes, but is not limited to, personal laptops, switches/hubs,

wireless access points, cable/DSL routers, etc, unless written permission is granted by the Dawson Education Service Cooperative Technology Department.

### **Computer Security, Access, and Logins**

21. Users shall not bypass or attempt to bypass the Cooperative's security measures through means such as, but not limited to, online proxies, bootable media, IP spoofing, etc.
22. Users shall not intentionally damage the system, damage information belonging to others, misuse system resources, or allow others to misuse system resources.
23. Users shall not alter or vandalize computers, networks, printers, or other associated equipment and system resources. Alteration or vandalism includes, but is not limited to, removal of parts, intentional destruction of equipment, attempting to degrade or disrupt system performance, or attempting to make system resources unusable.
24. Users shall not relocate or remove technology equipment (hardware or software) from its location without permission from the Dawson Education Service Cooperative ESC Technology Department.
25. Users shall not use system resources to distribute or provide personal information or addresses that others may use inappropriately.
26. Users should be aware that electronic mail (e-mail) and all other files stored on Dawson Education Service Cooperative ESC's network are the property of Education Service Cooperative ESC. Users should not send any messages or create any files that they would not want to be made public. Space restrictions will be implemented according to cooperative guidelines.
27. Users shall maintain a strong password on Dawson Education Service Cooperative ESC computers, email system (CRMAIL), and any other network logins at all times. A strong password is at least 8 characters long and contains at least 3 different types of characters. (e.g. Name321\*, this example has four different characters and 8 total characters)
28. Student, staff and client information shall be safely guarded. Laptops will contain encrypted areas or will have full disk encryption. All student, staff, and client personal information shall be kept in the encrypted areas.

### **User Privacy**

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

### **CONSEQUENCES FOR INAPPROPRIATE USE COULD INCLUDE:**

- Suspension or limitation of access to the system
- Revocation of the computer system account

- Other disciplinary or legal action, in accordance with Dawson Education Service Cooperative ESC policies and applicable laws.

Date Adopted: 8/18/2011

Last Revised: 3/14/2012



Dawson Education Service Cooperative Internet/Computer Acceptable Use Policy
---

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

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



### **3.28.F.2 – EQUIPMENT USE POLICY**

Dawson Education Service Cooperative offers access to equipment and or supplies owned and/or purchased through Dawson Education Cooperative to faculty and staff. To gain access to the equipment, all employees must agree and sign the following form. The following policy for acceptable use on all computers and/or equipment used in the instruction, professional development and/or implementation of instruction will be implemented. The following provisions shall apply to all Dawson Education Service Cooperative ESC administrators, faculty, and staff as well as any state or educational employees housed at Dawson Education Service Cooperative or offsite at a remote location. All equipment shall be used under the supervision of the site administrator. Any user who violates the following conditions of this policy is subject to disciplinary action or administrative sanctions as specified in the Personnel Policy Handbook.

1. The individual in whose name a computer and /or equipment are issued will be responsible at all times for its proper use.
2. Users shall not let other persons use the equipment for any reason (except for authorized staff members).
3. Users may not copy or distribute materials, pictures, audio, video, files, graphics, and text without the express written permission of the copy righted owner.
4. Users may not copy, sale or distribute pictures, audio, video files, graphics for personal or monetary gain.
5. Users shall not use the system for illegal purposes, in support of illegal activities, or for any other activity prohibited by district policy and guidelines.
6. Users shall not use system resources to purposefully distribute, create, or copy messages or materials that are abusive, obscene, sexually oriented, threatening, harassing or illegal.
7. Limited personal use of the equipment shall be permitted if the use imposes no tangible cost on the district, does not unduly burden Dawson Education Service Cooperative ESC's and has no adverse effect on an employee's job performance.
8. Users should be aware that the inappropriate use of the equipment could be a violation of local, state or federal laws. Violations can lead to prosecution.
9. Equipment will be stored in a locked room.
10. Users of the equipment must check out the equipment listed the type of equipment Borrowed and the date in which the equipment was released and returned.
11. Users shall not relocate or remove equipment from its location without permission from the Dawson Education Service Cooperative Director.

12. Users shall not intentionally damage the equipment, misuse equipment, or allow others to misuse equipment. User will be asked to replace the damaged equipment.

**CONSEQUENCES FOR INAPPROPRIATE USE COULD INCLUDE:**

- Suspension or limitation to the access of equipment.
- Revocation of privileges to use the equipment.
- Other disciplinary or legal action, in accordance with Dawson Education Service Cooperative ESC policies and applicable laws.



**Dawson Education Service Cooperative  
Acceptable Use Policy for Equipment Use**

**As a user of the Dawson Education Service Cooperative ESC equipment, I hereby agree to comply with the above rules for using equipment owned and purchased through Dawson Education Cooperative.**

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Please return completed form to the Business Office**

## **3.29 – CO-OP CALENDAR**

The Director with input from the employees of the Dawson Business Office, in developing the annual calendar, shall accept and consider recommendations from any staff member or group wishing to make calendar proposals.

The Dawson Education Cooperative shall operate by the following calendar:

### **3.29.1 – OFFICE HOURS**

#### **Summer Office Hours**

The summer office hours for the Dawson Education Cooperative will be for the months of June and July. The office will be open at 7:00 a.m. and close at 4:30 p.m. each day. The Office will be open Monday through Thursday.

#### **Regular Office Hours**

The regular office hours for the Dawson Education Cooperative will be open at 8:00 a.m. and closes at 4:00 p.m., with an hour for lunch each day, Monday through Friday. Special office hours on Friday will be from 8:00 a.m. until 3:00 p.m.

\*Exceptions to the above may be made by the Director.

Legal Reference:       A.C.A. § 6-17-201

### **3.29.2 – INCLEMENT WEATHER/EMERGENCY CLOSINGS**

The Director may delay the opening of the Cooperative to close early or to close the entire day in case of hazardous weather or other emergencies which jeopardizes the safety of the staff and/or Co-op property. When a decision has been made to delay the opening of the cooperative or to close for the entire day, the Directors shall send appropriate announcements to all local state television stations (Channel 4, 7, 11 & 16) and through Dawson's notification system when possible by 6 a.m. or as soon as possible. All employees are expected to report to work as soon as possible, weather permitting.

If the main Cooperative building (711 Clinton Street, Arkadelphia) is able to open, all employees are scheduled to report to work. Employees traveling outside Arkadelphia are asked not to take any chances with their safety. Each individual employee must use their own good judgment in determining if it is physically possible for them to report to work. If hazardous weather prevents an employee from traveling

to the Cooperative or their Home-Based Office when the Cooperative is opened for business, the employee must notify their immediate Supervisor or Director immediately.

Date Adopted: 3/14/2012

Last Revised: 6/11/2019

### **3.31 – DRUG FREE WORKPLACE**

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

To help promote a drug free workplace, the district shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the district's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance abuse programs, and the penalties that may be imposed upon employees for drug abuse violations. (Insert substance abuse resources here.)<sup>1</sup>

Should any employee be found to have been under the influence of, or in illegal possession of, any illegal drug or controlled substance, whether or not engaged in any school or school-related activity, and the behavior of the employee, if under the influence, is such that it is inappropriate for a school employee in the opinion of the superintendent, the employee may be subject to discipline, up to and including termination. This policy also applies to those employees who are under the influence of alcohol while on campus or at school-sponsored functions, including athletic events.

An employee living on campus or on school owned property is permitted to possess alcohol in his/her residence. The employee is bound by the restrictions stated in this policy while at work or performing his/her official duties.

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

It shall not be necessary for an employee to test at a level demonstrating intoxication by any substance in order to be subject to the terms of this policy. Any physical manifestation of being under the influence of

a substance may subject an employee to the terms of this policy. Those physical manifestations include, but are not limited to: unsteadiness; slurred speech; dilated or constricted pupils; incoherent and/or irrational speech; or the presence of an odor associated with a prohibited substance on one's breath or clothing.

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

Any incident at work resulting in injury to the employee requiring medical attention shall require the employee to submit to a drug test, which shall be paid at district the District's worker's compensation carrier's expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of worker's compensation benefits in accordance with policy 8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION.2

Any employee who is charged with a violation of any state or federal law relating to the possession, use or distribution of illegal drugs, other controlled substances or alcohol, or of drug paraphernalia, must notify his/her immediate supervisor within five (5) week days (i.e., Monday through Friday, inclusive, excluding holidays) of being so charged. The supervisor who is notified of such a charge shall notify the Superintendent immediately.

If the supervisor is not available to the employee, the employee shall notify the Superintendent within the five (5) day period.

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

Any employee convicted of any criminal drug statute violation for an offense that occurred while at work or in the performance of official duties while off district property shall report the conviction within 5 calendar days to the superintendent. Within 10 days of receiving such notification, whether from the employee or any other source, the district shall notify federal granting agencies from which it receives funds of the conviction. Compliance with these requirements and prohibitions is mandatory and is a condition of employment.

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

Any employee who must take prescription medication at the direction of the employee's physician, and who is impaired by the prescription medication such that he/she cannot properly perform his/her duties shall not report for duty. Any employee who reports for duty and is so impaired, as determined by his/her supervisor, will be sent home. The employee shall be given sick leave, if owed any. The District or employee will provide transportation for the employee, and the employee may not leave campus while

operating any vehicle. It is the responsibility of the employee to contact his/her physician in order to adjust the medication, if possible, so that the employee may return to his/her job unimpaired. Should the employee attempt to return to work while impaired by prescription medications, for which the employee has a prescription, he/she will, again, be sent home and given sick leave, if owed any. Should the employee attempt to return to work while impaired by prescription medication a third time the employee may be subject to discipline, up to and including a recommendation of termination.

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

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

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

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

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

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

Legal References: 41 U.S.C. § 8101, 8103, and 8104  
A.C.A. § 11-9-102  
A.C.A. § 17-80-117

Date Adopted: 6/13/2017  
Last Revised:

### 3.31.F – DRUG FREE WORKPLACE ACKNOWLEDGEMENT



#### DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT

#### CERTIFICATION

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

## 3.32 – FAMILY MEDICAL LEAVE

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

### 3.32.1—PERSONNEL COVID EMERGENCY LEAVE

The District provides up to an additional ten<sup>1</sup> (10) days of paid leave for its employees who meet both of the following requirements:

1. The employee:
  - a. Is ordered by the District, a medical professional, or the Arkansas Department of Health (ADH) to quarantine or isolate due to COVID-19 for one of the following reasons:
    - i. Testing positive for COVID-19;
    - ii. Experiencing COVID-19 symptoms and seeking a medical diagnosis; or
    - iii. Is a probable close contact or close contact or
  - b. Needs to care for a dependent who is subject to a quarantine or isolation order; and
2. The employee's job duties are not able to be performed remotely.

The employee is responsible for providing the District proof that the employee or the employee's dependent has received a quarantine or isolation order. The proof may be in any of the following forms, as applicable:

- A positive test result;
- Proof of receipt of a PCR test;
- A written quarantine or isolation order from the employee's or the employee's dependent's treating physician, the ADH, or the District's Point Of Contact (POC); or
- Written notification of close contact or potential close contact status from ADH, the District POC, or another district's POC if the close contact is from another district.

In addition to other appropriate documentation, employees who intend to take leave under this policy due to the need to care for a dependent must submit a written statement indicating the relationship with the dependent, the dependent's age, and that the employee is the only individual capable of caring for the dependent.

Upon notification that an employee has received a quarantine or isolation order, The District shall review whether the employee has applicable leave remaining under the Families First Coronavirus Response Act (FFCRA) and this policy.

- If an employee has applicable leave under the FFCRA and this policy:
  - The District shall use available leave under the FFCRA first.



- The District shall use the employee's available FFCRA leave until the earlier of the expiration of the quarantine or isolation order or the exhaustion of the employee's FFCRA leave;
- The District shall automatically switch the employee to use leave under this policy, if available, should the employee's quarantine or isolation order last longer than the employee's FFCRA leave; and
- The District shall automatically switch the employee to another form of applicable District provided paid leave, if available, should the employee's quarantine or isolation order last longer than the employee's available leave under the FFCRA or this policy.
- If an employee has applicable leave under the FFCRA or this policy but not both:
  - The District shall use the employee's available leave until the earlier of the expiration of the quarantine or isolation order or the exhaustion of the employee's available leave; and
  - The District shall automatically switch the employee to another form of applicable District provided paid leave, if available, should the employee's quarantine or isolation order last longer than the employee's available leave under the FFCRA or this policy.
- If an employee has no leave remaining under this policy or applicable leave under the FFCRA, then the District shall use another form of applicable District provided paid leave, if available.

An employee who receives COVID Emergency Leave shall be paid the employee's full daily rate of pay for up to ten<sup>1</sup> (10) days. The ten<sup>1</sup> (10) days of COVID Emergency Leave may, but is not required to, run consecutively. An employee shall not have days charged against the number the employee is eligible for under this policy for days when the employee is not expected to perform duties, such as holidays.<sup>3</sup> The ten<sup>1</sup> (10) days of paid leave provided under this policy shall be used for eligible leave before other forms of District provided paid leave are used, including sick leave, personal leave, and vacation.

An employee's eligibility to receive paid leave under this policy expires on June 30, 2021.

### **3.33 – ASSIGNMENT OF EXTRA DUTIES**

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

Legal Reference: A.C.A. § 6-17-201

Date Adopted: 3/14/2012

### **3.35 – PERSONNEL BENEFITS**

The Dawson Education Cooperative provides personnel benefits consisting of the following.

1. Health insurance assistance;
2. Contribution to the teacher retirement system;
3. One annual leave day per calendar month worked for 12-month contract employees
4. One sick leave day per calendar month worked; and
5. Two Personal Days Per year
6. One day per year for Birthday for 12 month employees
7. Free Dental
8. \$15,000 Life & Accidental Death Policy
9. Retirement Sick Leave Benefit

### **Death Benefit Policy**

If an employee should die during a contract year, the employee's estate shall be paid for any unused accrued vacation leave at the daily rate of pay and accrued sick leave at 125% of the substitute teacher rate paid by Dawson Co-op.

### **Hospitalization Insurance**

The full time employees of the Dawson Education Cooperative, and part-time employees working a total of nine hundred (900) hours or more per year, may participate in the Employee Benefit Division hospitalization and medical program provided by the State of Arkansas.

Employees may pay for supplemental life and accidental death and dismemberment insurance at rates currently effective.

If any employee wishes to include other members of his/her family in the program, the employee shall pay the difference between the State/Dawson Co-op contribution and the family plan. Employees are allowed to obtain various policies through companies approved by Dawson Education Cooperative. The insurance provider will determine the eligibility of the employee.

### **Vacations**

All personnel employed on a twelve (12) month contract can earn vacation time at the rate of one (1) day per month. The Director has the right to approve, in advance, any dates to be taken by employees for vacation. An employee may carry over no more than twenty (20) days from one year to the next year.

Legal Reference:       A.C.A. § 6-17-201

Date Adopted: 3/14/2012

Updated: 6/2/20

### **3.36 – DISMISSAL AND NON-RENEWAL**

For procedures relating to the termination and non-renewal of licensed staff, please refer to the Arkansas Teacher Fair Dismissal Act (A.C.A. §§ 6-17-1501 et seq.) and the Teacher Evaluation Support System (A.C.A. §§ 6-17-2801 et seq.). The Acts specifically are not made a part of this policy by this reference.

A copy of the statutes are available for review in the office of the Director.

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

Date Adopted: 3/14/2012  
Last Revised: 7/28/2013

### **3.39 – RECORDS AND REPORTS**

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

Legal Reference:       A.C.A. § 6-17-104

Date Adopted: 3/14/2012

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

It is the statutory duty of school district employees to:

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

report suspected child abuse, maltreatment, or neglect through the Hotline can lead to criminal prosecution and individual civil liability of the person who has this duty. Notification of local or state law enforcement does not satisfy the duty to report; only notification by means of the Child Abuse Hotline discharges this duty.

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

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

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

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

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

Date Adopted: 6/22/2021  
Last Revised: 6/22/2021

### **3.41 – VIDEO SURVEILLANCE**

In order to protect the safety, security, and welfare of its staff and visitors while at the same time safeguarding Cooperative facilities, vehicles, and equipment, Dawson Co-op will utilize interior and exterior surveillance cameras. The placement of video/audio surveillance cameras shall be based on the presumption and belief that staff and visitors have no reasonable expectation of privacy anywhere on or near Cooperative property, facilities, vehicles, or equipment, with the exception of places such as rest rooms or dressing areas where an expectation of privacy is reasonable and customary.

Signs shall be posted on Cooperative property and in or on Cooperative vehicles to notify staff and visitors that video cameras may be in use. Violations of Cooperative personnel policies or laws caught by the cameras may result in disciplinary action.

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

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

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

Video recordings may become a part of a staff member's personnel record.

Date Adopted: 3/14/2012

### **3.43 – EMPLOYEES TO MAINTAIN LICENSE IN GOOD STANDING**

Any employees possessing a teaching license, regardless of whether holding such a license is a condition of employment in the employee's current job assignment, must at all times maintain such a license in good standing with the State Board of Education. Any employee who is reprimanded, has his or her license put under any period of probation, or has his or her license revoked by the State Board of Education pursuant to Arkansas State Board of Education Rules Governing the Code of Ethics for Arkansas Educators will face disciplinary action, up to and including termination or nonrenewal of his or her contract of employment.

Legal References:      Rules Governing the Code of Ethics for Arkansas Educators;  
                                 A.C.A. § 6-11-105  
                                 A.C.A. § 6-17-401

Date Adopted: 3/14/2012

### **3.44 – WORKPLACE INJURIES AND WORKERS' COMPENSATION**

The district provides Workers' Compensation Insurance, as required by law. Employees who sustain any injury at work must immediately notify their immediate supervisor, or in the absence of their immediate supervisor notify Director's designee. An injured employee must fill out a Form N and the employee's supervisor will determine whether to report the claim or to file the paperwork if the injury requires neither medical treatment or lost work time. While many injuries will require no medical treatment or time lost at work, should the need for treatment arise later, it is important that there be a record that the injury occurred. All employees have a duty to provide information and make statements as requested for the purposes of the claim assessment and investigation.

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

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

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

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

A Workers' Compensation absence may run concurrently with FMLA leave (policy 3.32) when the injury is one that meets the criteria for a serious health condition. To the extent that Workers' Compensation benefits and FMLA leave run concurrently, the employee will be charged for any paid leave accrued by the employee at the rate necessary to bring the total amount of combined income up to 100% of usual contracted daily rate of pay. If the health care provider treating the employee for the

Workers' Compensation injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent job, the employee may decline the Co-op's offer of a "light duty job." As a result, the employee may lose his/her workers' compensation payments, but for the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

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

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

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

Legal References: Ark. Workers Compensation Commission RULE 099.33 - MANAGED CARE  
A.C.A. § 11-9-102  
A.C.A. § 11-9-508(d)(5)(A)  
A.C.A. § 11-9-514(a)(3)(A)(i)

Date Adopted: 6/10/18  
Last Revised: 2/20/2019

## **3.48 – WEAPONS ON CAMPUS**

### **Firearms**

Except as permitted by this policy, no employee of this Co-op, including those who may possess a "concealed carry permit," shall possess a firearm on any Co-op school campus or in or upon any school bus or at a Co-op designated bus stop.

Employees who meet one or more of the following conditions are permitted to bring a firearm onto Co-op property:

- He/she is participating in a school-approved educational course or program involving the use of firearms such as ROTC programs, hunting safety or military education, or before or after-school hunting or rifle clubs;
- The firearms are securely stored and located in an employee's on-campus personal residence and/or immediately adjacent parking area;
- He/she is a registered, commissioned security guard acting in the course and scope of his/her duties.;
- He/she has a valid conceal carry license and leaves his/her handgun in his/her locked vehicle in the district parking lot.

Possession of a firearm by a Co-op employee who does not fall under any of the above categories anywhere on Co-op property, including parking areas, will result in disciplinary action being taken against the employee, which may include termination or nonrenewal of the employee.

An employee may possess a pocket knife which for the purpose of this policy is defined as a knife that can be folded into a case and has a blade or blades of less than three (3) inches or less each. An employee may carry, for the purpose of self-defense, a small container of tear gas or mace which for the purpose of this policy is defined as having a capacity of 150cc or less. Employees are expected to safeguard such items in such a way as to ensure they are not possessed by students. Such items are not to be used against students, parents or other Co-op employees. Possession of weapons, knives or self-defense items that do not comply with the limits contained herein, the failure of an employee to safeguard such items, may result in disciplinary action being taken against the employee, which may include termination or nonrenewal of the employee.

Employees who are participating in a Civil War reenactment may bring a Civil War era weapon onto campus with prior permission of the building director. If the weapon is a firearm, the firearm must be unloaded.

Legal References:      A.C.A. § 5-73-119  
                                 A.C.A. § 5-73-120  
                                 A.C.A. § 5-73-124(a)(2)  
                                 A.C.A. § 5-73-301  
                                 A.C.A. § 5-73-306  
                                 A.C.A. § 6-5-502

Date Adopted: 6/10/14

Last Revised: 6/13/18

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



For purposes of this policy, “Family member” includes:

- An individual's spouse;
- Children of the individual or children of the individual's spouse;
- The spouse of a child of the individual or the spouse of a child of the individual's spouse;
- Parents of the individual or parents of the individual's spouse;
- Brothers and sisters of the individual or brothers and sisters of the individual's spouse;
- Anyone living or residing in the same residence or household with the individual or in the same residence or household with the individual's spouse; or
- Anyone acting or serving as an agent of the individual or as an agent of the individual's spouse.

No Co-op employee, administrator, official, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds, if a conflict of interest exists, whether the conflict is real or apparent. Conflicts of interest arise when one or more of the following has a financial or other interest in the entity selected for the contract:

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

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

- a. Entertainment;
- b. Hotel rooms;
- c. Transportation;
- d. Gifts;
- e. Meals; or
- f. Items of nominal value (e.g. calendar or coffee mug).<sup>1</sup>

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

All Co-op personnel involved in purchases with Federal funds, including child nutrition personnel, shall receive training on the Code of Conduct. Training should include guidance about how to respond when a gratuity, favor, or item with monetary value is offered.<sup>2</sup>

Legal References:      A.C.A. § 6-24-101 et seq.  
DIVISION OF ELEMENTARY AND SECONDARY EDUCATION Rules  
Governing the Ethical Guidelines and Prohibitions for Educational  
Administrators, Employees, Board Members and Other Parties  
Commissioner’s Memo FIN 09-036  
Commissioner’s Memo FIN-10-048  
Commissioner’s Memo FIN 15-074  
2 C.F.R. § 200.318  
7 C.F.R. § 3016.36

Date Adopted: 6/10/14

Last Revised:

## **4-7.1 - FISCAL**

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

Legal Reference: A.C.A. § 6-20-410

Date Adopted: 3/14/2012

## **4-7.2 – ANNUAL OPERATING BUDGET**

The Director and the Business Office Staff shall be responsible for the preparation of the annual operating budget for the Co-op. The Director shall present the budget to the Board for its review, modification, and approval.

The budget shall be prepared in the electronic format as prescribed by the State Board of Education and filed with the DIVISION OF ELEMENTARY AND SECONDARY EDUCATION no later than September 30 of each year.

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

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

Date Adopted: 3/14/2012  
Date Updated: 6/13/18

## **4-7.4 – GRANTS AND SPECIAL FUNDING**

The Director or his/her designee may apply for grants or special funding for the Co-op. Any grants or special funding that require matching Co-op resources shall receive Board approval prior to the filing of the grant's or special resource's application.

Date Adopted: 3/14/2012

### **4-7.4.1 – FEDERAL GOVERNMENT GRANT FUNDS**

The Director or his/her designee shall develop procedures governing the procurement, use, management, and disposal of goods, materials, and equipment purchased with federal grant funds.<sup>1</sup> At a minimum, the procedures will cover the following topics.

- ensuring that expenditures of federal grant funds are done in accordance with the requirements placed on those funds by the federal government and/or the procurement requirements.
- labeling all goods, materials, and equipment purchased with federal funds;
- establishing adequate controls to account for their location, custody, and security;
- annually auditing the inventory of equipment purchased with federal funds and updating a listing of such equipment to reconcile the audit with the Cooperative's inventory system. The audit will be documented and account for any transfers and/or disposals of equipment purchased with federal funds.

Legal Reference: 34CFR80.3 through 80.52

Date Adopted: 3/14/2012

## **4-7.5 – PURCHASES OF COMMODITIES**

Purchases shall be made in accordance with State laws and procurement procedures governing school purchases that are deemed to be in the best interest of the Co-op and are the result of fair and open competition between qualified bidders and suppliers. No bids shall be taken for professional services.

### **DEFINITIONS**

“Commodities” are all supplies, goods, material, equipment, computers, software, machinery, facilities, personal property, and services, other than personal and professional services, purchased on behalf of the Co-op.

“micro-purchases” are purchases with a value of less than (\$10,000.00) when purchased with Federal funds.

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

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

### **Commodities**

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

Purchases of commodities with a purchase price of more than \$20,000<sup>2</sup> require prior Board<sup>3</sup> approval; however, if an emergency exists, the Director may waive this requirement.

The Co-op shall notify in writing all actual or prospective bidders, offers, or contractors who make a written request to the cooperative for notification of opportunities to bid. The notification shall be made in sufficient time to allow actual or prospective bidders, offers, or contractors to submit a bid or other appropriate response.<sup>4</sup> The Board shall accept bids submitted electronically by email or fax for any and all cooperative purchases, unless specified to be submitted by other means or methods, and except those bids which have been specified to have a designated date upon which the bids shall be opened. The Director shall be responsible for ensuring submitted bids, whether written, faxed, or emailed, are retained in accordance with policy

The Co-op will not solicit bids or otherwise contract for a sum greater than twenty-five thousand dollars (\$25,000) with vendors that are on the “excluded parties list” if the contract is to be paid from federal grant funds.<sup>5</sup>

All purchases for a Federal program with an estimated purchase price between ten thousand dollars (\$10,000) and twenty-one thousand six hundred four dollars (\$21,604) and all purchases of commodities with an estimated purchase price that equals or exceeds twenty-one thousand six hundred four dollars (\$21,604) shall be procured by soliciting bids.<sup>6</sup> Specifications shall be devised for all commodities to be bid that are specific enough to ensure uniformity of the bid and yet not so restrictive that it would prevent competitive bidding. The bid specifications shall not include the name or identity of any specific vendor. The Board reserves the right to reject all bids and to purchase the commodity by negotiating a contract. In such an instance, each responsible bidder who submitted a bid shall be notified and given a reasonable opportunity to negotiate.<sup>7</sup>

Bids shall be awarded after careful examination of the details of the bid to determine the best overall value to the Co-op. In instances where the low bid was not accepted a statement of the reasons shall be attached to the bid. Bidders submitting written bids shall be notified in writing of the bid award.

Whenever possible, a preference will be given to minority and women owned businesses.<sup>7</sup>

The Co-op shall provide a preference to Arkansas residents whenever the Co-op is accepting bids to purchase materials and equipment as part of a construction project if:

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

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

The following commodities may be purchased with State funds without soliciting bids provided that the purchasing official<sup>9</sup> determines in writing that it is not practicable to use other than the required or designated commodity or service, and a copy of the written determination is attached to the purchase order:

1. Commodities in instances of an unforeseen and unavoidable emergency;
2. Commodities available only from the federal government;
3. Utility services;
4. Used equipment and machinery;<sup>10</sup> and
5. Commodities available only from a single source.<sup>11</sup>

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

1. The item is available only from a single source;

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

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

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

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

Prospective bidders, offerors, or contractors may appeal to the Director if they believe the Co-op failed to follow Co-op bidding and purchasing policy or state law.

Any award of a contract shall be subject to revocation for ten (10) working days from:

- The initial awarding of the contract; or
- If an appeal is received, resolution of the appeal.

The intent is to provide prospective bidders, offerors, or contractors the opportunity to appeal the bid award if they believe the facts warrant an appeal. Any appeal shall be in writing by certified mail and received by the Co-op office, "attention to the Director" within seven (7) calendar days following the initial and revocable award of the contract.

If the Co-op receives an appeal of a bid award, they shall notify, in writing, those prospective bidders, offerors, or contractors who have made a written request to the Co-op for notification of opportunities to bid that an appeal has been submitted. The notification shall state:

- that the contract award has been halted pending resolution of the appeal and could be revoked;
- the reasons for the appeal;
- that the recipient of the letter may respond to the protested issues identified in the appeal;
- the date the decision on the appeal will be made and notification sent;
- that if the appeal is upheld, the bidding process will start all over again;
- that if the bidding is re-opened, changes will be made to the request for bids as necessary to satisfy the reasons for upholding the appeal.<sup>11</sup>

The sole authority to resolve any appeal made relating to this policy shall rest with the Director. The Director's decision shall be final and conclusive. In the event the Co-op upholds an appeal, the sole responsibility of the Co-op to the aggrieved bidder(s) shall be the re-opening of the bidding process.

The Co-op reserves the right to extend or renew a contract that was previously awarded under the process governed by this policy and law, provided the extension or renewal meet the following criteria:

1. The equipment and services provided under the extended or renewed contract meets or exceeds the specifications of the original bid.

2. The extended or renewed contract agreement complies with the state of Arkansas's documentation requirements.
3. The cost of the extended or renewed contract is the same or less than the original contract.
4. The extension or renewal is approved by the local school board.

#### Professional Services

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

1. Select three (3) qualified firms;
2. Determine the most qualified firm by considering, at a minimum, the:
  - Specialized experience and technical competence of the firm with respect to the type of professional services required;
  - Capacity and capability of the firm to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project;
  - Past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules and deadlines; and
  - Firm's proximity to and familiarity with the area in which the project is located;
1. Negotiate a contract for the project with the most qualified firm.

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

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

Legal References:      A.C.A. § 6-21-301, 303, 304, 305, 306, 307  
                                  A.C.A. § 6-24-101 et seq.  
                                  A.C.A. § 19-11-259  
                                  A.C.A. § 19-11-801 et seq.  
                                  2 C.F.R. § 200.67  
                                  2 C.F.R. § 200.319  
                                  2 C.F.R. § 200.320  
                                  2 C.F.R. § 200.321  
                                  2 C.F.R. § 200.324  
                                  48 C.F.R. § 2.101

Date Adopted:  
Last Revised: 2/20/2019

## **4-7.9 – PROPERTY INSURANCE**

The Director shall be responsible, with approval of the Board, for maintaining adequate insurance coverage for all Cooperative properties.

Date Adopted: 3/14/2012

## **4-7.10 – PUBLIC USE OF COOPERATIVE BUILDINGS**

It is the policy of the Board that Cooperative buildings may be used to conduct lawful meetings for social, civic, or educational purposes provided such meetings do not interfere with the regular Cooperative work. The Director shall be responsible for establishing procedures governing such use of Cooperative buildings. The Director shall be consulted to determine if there exists any conflict with planned Cooperative activities prior to other groups being allowed to use Cooperative facilities.

The Cooperative shall establish a fee schedule for the use of Cooperative facilities. Charges made for the use of Cooperative facilities shall reflect the actual costs (e.g. labor, utility, and materials) incurred by the Cooperative.

The fee for use of the Dawson Education Cooperative buildings include: Conference Center—\$200.00 per day, Administration Center \$200.00 per day, \$100.00 per day for computer labs, \$100.00 per day for all other buildings used for workshops. Organizations using Cooperative facilities assume full and complete responsibility for the conduct of all persons, regardless of age, associated with their use of the facility while they are in or about the facility. Smoking or the use of tobacco or products containing tobacco in any form or the use of drugs or intoxicants is prohibited. Firearms of any kind are not allowed on Cooperative property unless the person carrying the firearm is permitted to do so by law as defined in A.C.A. § 5-73-120.\*

Any organization renting a Co-op facility must make arrangements to obtain the key during regular business hours, at least 24 hours prior to the event. Key should be returned the following business day after the event.

To rent a Dawson Co-op facility a rental agreement must be signed. The person signing the agreement will be held responsible for ALL damages to equipment, to the facilities, or any equipment unaccounted for after the event.



Legal Reference:       A.C.A. § 6-21-101  
                              A.C.A. § 5-73-120

Date Adopted: 3/14/2012

## **4-7.12 – EXPENSE REIMBURSEMENT**

The requirements of this policy shall govern reimbursement for expenses related to travel and/or attendance at conferences and professional development activities incurred by Cooperative employees and/or members of the Board of Directors on behalf of the Cooperative. Employees are only eligible for reimbursement for travel expenses for travel which has been approved in advance. Itemized receipts must accompany all requests. For a receipt to be valid it should contain the name of the issuing company, the date, and the amount. No cash advances shall be made for travel. Mileage, lodging, and meal expenses will not be reimbursed when incurred for the personal convenience of the employee and not required by the reason for the travel.<sup>1</sup> Reimbursement for travel shall be for the lesser of the cost between travel by air or by car with some consideration allowed for length of time of the method of travel.

To the extent practicable, employees shall have the Cooperative pay initial conference and professional development registration fees and associated necessary materials. In the occasional circumstances where this is not practical, the Cooperative shall reimburse the employee for such fees if they were authorized in advance and are supported with proper receipts.

The Cooperative will not reimburse expenses of any non-Cooperative board member or non-employee who accompanies the Cooperative board member or employee during his/her Cooperative related travel.

In order for DESC to reimburse an employee for lodging, the conference/training must be 50 miles or more from the office base. Individual meal expenses (Per Diem) will be reimbursed only if the employee is required to stay overnight. DESC will pay lodging for employees who are required to stay overnight for a conference, training and/or meeting. The employee is responsible for adhering to the hotel's cancellation policy. If the reservation is not canceled by the deadline, the employee is responsible for all hotel charges.

Any exceptions must be approved by the DESC Director.

When official travel by personally owned vehicle has been authorized, reimbursement for mileage shall be made at the rate of currently approved by the Internal Revenue Service.

The traveler is responsible for obtaining receipts to support the items listed on the Travel Expense Reimbursement form.

All direct billings for group functions (meeting, training, etc.) must be approved in advance by the Program Coordinator and DESC Director. Any non-reimbursable items or overages should be paid by the employee

at the time of check-out. No individual meal expenses will be reimbursed unless the employee is required to stay overnight. Any exceptions must be approved by the DESC Director.

### **Reimbursable Expenses**

\*Regular travel reimbursement is paid from city limit to city limit. Vicinity miles will be allowed when traveling within any city limit other than the traveler's home base. Reimbursement rate is set at the State mileage rate. (Calculations will be made from assigned work place. On-Line Map miles must be used rather than odometer reading.) (Google maps must be used.)

### **Supervisors may assign a different base to begin calculations for mileage with Director's approval.**

Mileage that is driven for a Cooperative sanctioned purpose in an employee's personal vehicle shall be reimbursed provided appropriate documentation is submitted establishing the date, place, and purpose of the travel. Mileage shall be reimbursed at the current State rate and shall be based on the shortest, most reasonable, route available. MapQuest is the chosen tool to use.

The following documentation must be included when requesting mileage reimbursement:

1. Mileage Form
2. Google Calendar or appropriate documentation
3. Agenda & Sign in (if applicable)

Meal expenses incurred by the Director or other administrators as necessary, in the performance of their duties when meeting with state officials or consultants may be reimbursed on a prorated, per person basis in line with the mandates of this policy. Such expenses shall only be reimbursed when the expenditure is likely to result in a tangible benefit to the Cooperative.

\* Reimbursement for lodging expenses for in-state travel shall be the actual amount. Proper documentation establishing the date and time, place, and purpose of the travel must be submitted along with a receipt for the overnight accommodations. To the extent practicable, employees shall receive assistance from administrators or their designee in arranging travel plans to help keep expenses to a minimum.

### **PER DIEM:**

Dawson Education Service Cooperative will allow per diems to be used for various conferences/meetings when approved by the director. Meals for travel when overnight stays are required will be paid of the rate of \$40.00 Per Diem per night. Per Diem payments will be made after the travel and the documentation are verified. Out of state Per Diem will be at the rate of \$60.00 per night.

### **OUT OF STATE TRAVEL REIMBURSEMENT**

\*Reimbursement for travel performed out of state shall be at actual costs, provided that documentation is attached for all expenses claimed. No reimbursement shall be made for tips unless specified by grant.

## **STANDARDIZED CLAIM FORM FOR REIMBURSEMENT**

The Cooperative shall use a standard form for claiming reimbursement for travel performed. Employees shall submit the completed form with all documentation on a timely basis. Legal Ref Ark. Stat. Ann. §80-213, 80-219, 80-509

## **EXPENSES NOT COVERED**

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

1. Alcoholic beverages;
2. Entertainment expenses – including sports or sporting events; pay per view, movie rentals or game expenses at motels;
3. Laundry and Cleaning Services and other similar personal expenses;
4. Replacement due to loss or theft;
5. Discretionary expenses for items such as clothing or gifts and flowers;
6. Medical expenses incurred while on route to or from or at the destination of the reason for the travel;
7. Optional or supplementary insurance obtained by the employee for the period covered during the travel; and
8. Only itemized restaurant receipts will be reimbursed for meals. No Grocery Store or Market receipts will be reimbursed.
9. Tips, other than those required by the source of the expense, e.g. a restaurant which adds a tip to the bill for all groups of six or more.<sup>4</sup>

## **VALET PARKING**

You can only get reimbursement for Valet parking if there are no reasonable parking areas around the location you are traveling.

## **CREDIT CARDS**

Only those employees specifically issued credit cards to be used in the performance of their jobs to purchase goods, services, or supplies on behalf of the Cooperative shall be allowed to use such cards. Employees who incur reimbursable expenses as defined in this policy are expected to pay for them initially by any means they choose and then submit their request for reimbursement. The Cooperative assumes no responsibility for the payment of any personal credit card charges incurred by a Cooperative employee.

Dawson Education Cooperative will issue credit cards and the privilege of using credit cards for business purposes to management level personnel. The rules governing credit card use are as follows:

1. All receipts from purchases made during the billing period are to be submitted to the Business Office by the first of the month following the purchase.
2. Any purchase made without submitting a receipt will be considered undocumented and will be charged to the employee as a personal expense.
3. Authorized purchases are those that meet the criteria of the Division of Legislative Audit and the Director of the Dawson Education Cooperative.

4. Undocumented and/or unauthorized use of the credit card will result in loss of privileges and could result in employee sanctions.
5. Any of the rules and regulations needed for control of credit card use may be implemented by the Director of Dawson Education Cooperative.

Date Adopted: 10/8/97

Last Revised: 6/13/18

## **AIRPORT ASSOCIATED EXPENSES**

Receipts for airport associated expenses are required for reimbursement. All airline flights shall be by coach/economy class. Upon arrival at their destination, employees are expected to take the less expensive option between a taxi and an airport shuttle service to his/her hotel or meeting site. When circumstances dictate that a rental car is necessary and/or the most economical approach to the travel requirements, the least expensive car that will accomplish the job should be rented. The Cooperative shall reimburse for rental car supplemental insurance if grant allows.

Date Adopted: 3/14/2012

Updated: 6/2/20

## **4-7.13 - INVENTORY**

All Dawson Education Cooperative property shall be inventoried annually.

The Director and staff members shall take a physical count of all stock supply and equipment items and record them for appropriate accounting.

Only items with a value of \$1,500.00 will be placed on inventory.

Date adopted: 3/12/2003

Last Revised: 3/14/2012

## **4-7.15 – RECORD RETENTION AND DESTRUCTION**

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

and/or themselves for failure to properly maintain records and follow the requirements contained in this policy.

### **Definitions**

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

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

"Record" is defined for the purposes of this policy, as an item or items, whether electronic or material, that are created by, at the request of, or received by and purposefully retained by a board member, administrator, or employee in the ordinary course of District business. Examples include, but are not limited to:

- Any kind of correspondence;
- Calendars;
- Computer files and documents (which may include drafts);
- Telephone logs;
- Expense records;
- Audio or video recordings that are created for the purpose of monitoring the security of District property or the safety of District students;
- Documentation related to transactions or contracts for:
  - o Services with Board members, administrators, employees, or members of their families covered under the statutorily defined ethical restrictions associated with a contract for services provided for the District involving a Board member, administrator, or employee who "directly or indirectly" benefits from the contract;
  - o An exemption granted by the DIVISION OF ELEMENTARY AND SECONDARY EDUCATION (DESE) from the statutorily defined ethical restrictions associated with a contract for employment or for services provided for the District that involves a District administrator, board member, or employee.

The Director shall be responsible for establishing a schedule for the routine destruction of district records that accommodates the needs of the district. The schedule shall specify the length of retention for any records not specifically delineated by this policy and be distributed to staff on a need-to-know basis according to their respective employment duties and responsibilities. The schedule should accommodate the need for records to be stored as a blend of printed, bound and electronically recorded (e.g., audio tape, video tape, micro-fiche, computer disk) material. The superintendent or designee shall ensure the effective and efficient securing, cataloging, storing, and appropriate scheduled destruction of all records.

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

- a. Board of Education Minutes – forever

- b. Personnel files – forever
- c. Student files – until the student receives a high school diploma or its equivalent, or is beyond the age of compulsory school attendance<sup>2</sup>
- d. Student records of attendance/graduation – forever<sup>3</sup>
- e. Financial Records – five (5) years<sup>4</sup>
- f. Documentation, including letters of approval, related to transactions or contracts for services covered by this policy and Arkansas statutes for Board members or members of their families or for waivers granted to District employees - thirteen years<sup>5</sup>
- g. Documentation relating to payments or reimbursements made by a vendor on behalf of a board member, administrator, or employee for travel, lodging, food, registration, entertainment, or other expenses<sup>6</sup> – Three (3) years
- h. Employment applications, including applicant lists, applicant interview evaluations, documentation in response to requests for reasons for a failure to be interviewed and/or hired, and hiring determinations - five (5) years<sup>7</sup>
- i. Expenditures made with federal grant monies<sup>8</sup> – governed by the terms of each grant
- j. Video Surveillance Recordings – the timeline established in Policy 4.48—VIDEO SURVEILLANCE
- k. Emails – whatever the district’s policy is on this subject<sup>9</sup>
- l. Documents filed with the IRS, including those required in Policy 7.23 Health Care Coverage and the Affordable Care Act – four (4) years
- m. Statewide assessment security agreement – Three (3) years

The Director or designee shall be responsible for determining when there is a need to interrupt the routine destruction of records.<sup>10</sup> When the Director or designee makes the decision to cease the routine disposal of records, staff affected by the decision shall be promptly informed of the decision and of the nature of records that are to be retained. Such records shall be retained until the Director or designee has authorized their destruction. Employee training on the district’s records retention schedule shall specifically include information on the records that may need to be retained due to pending disciplinary or legal actions which otherwise are subject to routine disposal. If an employee has doubt about the need to retain any record otherwise scheduled for destruction, he/she shall consult with the Director or designee prior to destroying such records.

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

In retaining and destroying records, no employee shall:

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

- Retaliate or discriminate against an employee who refuses to violate this policy or to coerce or threaten an employee to violate this policy.

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

## **4-7.16 – INFORMATION TECHNOLOGY SECURITY**

The Director shall be responsible for ensuring the co-op has the necessary components in place to meet the co-op's needs and the state's requirements for information technology (IT) security. To aid the director in creating, monitoring, and updating the co-op's IT Security system, the director shall appoint an information security officer (ISO). The ISO shall be responsible for:

- a) Overseeing the co-op-wide IT security system;
- b) Development of co-op IT policies and procedures;
- c) Development and leading of employee training on the IT Security requirements;
- d) Ensuring compliance with the adherence to the Division of Elementary and Secondary Education (DESE) IT Security standards.

The ISO shall work with other IT staff, the director, and co-op management appointed by the director to develop a co-op IT security system necessary to meet the requirements of this policy and DESE's standards. The IT security system shall contain the necessary components designed to accomplish the following:

1. The co-op IT security system shall contain mechanisms, policies, procedures, and technologies necessary to prevent disclosure, modification, or denial of sensitive information.

For the purposes of the IT security system, "sensitive data" is any and all employee data that is either personally identifiable information (PII) or any non PII information that, if assembled together, would allow a reasonable person to identify an individual. Sensitive data includes, but is not limited to:

- Employee personally identifiable information, except as allowed by the Family Educational Rights and Privacy Act (FERPA);<sup>1</sup> and
- Employee personally identifiable information, except as required by Ark. Code Ann. § 6-11-129.

All co-op employees having access to sensitive information shall receive annual IT security training, which shall emphasize the employee's personal responsibility for protecting employee information.

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.

User workstations shall not be left unattended when logged into sensitive systems or data that includes employee information. Workstation settings shall be set for automatic log off and require a password for the system to restore from screensavers.

All equipment that contains sensitive information shall be secured to deter theft. No sensitive data shall be retained on laptops and/or remote devices (home computer, thumb drives, cellphones, CDs, etc.) unless it is encrypted in accordance with the Arkansas State Security Office's Best Practices.

Server rooms and telecommunication rooms/closets shall be protected by appropriate access control. The rooms shall be segregated from general co-op office areas to restrict access. Server room access control shall be enforced using a keypad lock to allow unescorted access only to IT or management staff who require the access to perform their job functions.

3. Network perimeter controls will be implemented to regulate traffic moving between trusted internal (co-op) resources and external, untrusted (internet) entities. All network transmission of sensitive data shall enforce encryption where technologically feasible.

The co-op shall maintain a network configuration management program that includes at a minimum:

- a) A network diagram identifying all connections, addresses, and purpose of each connection including management approval of all high risk internet facing ports such as mail (SMTP/25), file transport protocol (FTP/20-21), etc.
- b) All public facing (internet) servers and workstations segmented on a demilitarized zone (DMZ) that keeps them separate from the internal Co-op network.

All wireless access shall require authentication. The co-op wireless networks will deploy network authentication and encryption in compliance with the Arkansas State Security Office's Best Practices. Scans for rogue wireless devices will be conducted at a minimum monthly. Any Rogue wireless device shall be disabled.

Remote access with connectivity to the co-op internal network shall be achieved using encryption. Appropriate WARNING BANNERS shall be implemented for all access points to the co-op internal network.

4. System and application access will be granted based upon the least amount of access to data and programs required by the user in accordance with a business need-to-have requirement.

The co-op shall enforce strong password management for:

- Employees and contractors as specified in Arkansas State Security Office Password Management Standard.

User access shall be limited to only those specific access requirements necessary for an employee to perform his/her job functions. Where possible, segregation of duties shall be utilized to control authorization access.

User access shall be granted and terminated upon timely receipt of a documented access request/termination. All access requests shall require approval by the ISO or designee. Ongoing access shall be reviewed for all users at a minimum annually.

Audit and log files shall be generated and maintained for at least ninety (90) days for all critical security-relevant events, including but not limited to:



- Invalid logon attempts;
- Changes to the security policy/procedures; and
- Failed attempts to access objects by unauthorized users.

IT administrator privileges for operating system(s), database(s), and applications shall be limited to the minimum number of staff required to perform these sensitive duties.

The list of recommended emergency contacts contains:

- a) Vendors;
- b) DIS;
- c) DESE/APSCN;
- d) Law enforcement; and
- e) Co-op employees.

5. Application development and maintenance for in-house developed student or financial applications will adhere to industry processes for segregating programs and deploying software only after appropriate testing and management approvals.

Any custom-built student or financial applications or supporting applications that interface, integrate with, or provide queries and reporting to/from student or financial systems shall be developed using a system development life cycle approach that incorporates at a minimum:

- a) Planning, requirements, and design;
- b) User acceptance testing (UAT);
- c) Code reviews; and
- d) Controlled migration to production.

Any changes to core or supporting applications that provide student or financial processing or reporting shall be implemented in a controlled manner that includes at a minimum:

- Documentation of any change, including changes to both infrastructure and application;
- Management approval of all changes; and
- Controlled migration to production, including testing as appropriate.

DESE recommends that co-op's consider implementing enterprise servers for required updates to conserve network resources.

6. Monitoring and responding to IT related incidents will be designed to provide early notification of events and rapid response and recovery from internal or external network or system attacks.

The co-op shall develop and maintain an incident response plan to be used in the event of system compromise that shall include:

- a) Emergency contacts;<sup>4</sup>
- b) Incident containment procedures; and
- c) Incident response and escalation procedures.

7. To ensure continuous critical IT services, the co-op ISO will develop a business continuity/disaster recovery plan appropriate for the size and complexity of the co-op IT operations.

The district-wide business continuity plan shall include at a minimum:

- Procedures for performing routine backups at least weekly and the storage of backup media at a secured location other than the server room or adjacent facilities. Backup media shall be stored off-site a reasonably safe distance from the primary server room and retained in a fire resistant receptacle.
- A secondary backup processing location, such as another School or District building, shall be identified.
- A documented calling tree with emergency actions to include:
  - o Recovery of backup data;
  - o Restoration of processing at the secondary location; and
  - o Generation of employee listings to ensure an accurate head count.

8. Server and workstation protection software will be deployed to identify and eradicate malicious software attacks such as viruses, spyware, and malware.

Spyware and virus protection software shall be installed, distributed, and maintained on all production platforms, including:

- a) File/print servers;
- b) Workstations;
- c) Email servers;
- d) Web servers; and
- e) Application and database servers.

Malicious software protection shall include:

- Weekly update downloads;
- Weekly scanning;
- The malicious software protection to be in active state (real time) on all operating servers/workstations.

All security-relevant software patches shall be applied within thirty (30) days and critical patches shall be applied as soon as possible.

Legal Reference: Commissioner's Memo RT-15-010

Date Adopted:

Last Revised:

## **4-7.23 – HEALTH CARE COVERAGE AND THE AFFORDABLE CARE ACT**

## **Definitions**

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

“Full-time employee”, for purposes of this policy, means an employee in a position<sup>1</sup> requiring on average thirty (30) hours of actual performance per week during the annual school year.

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

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

## **Health Insurance Enrollment**

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

The Co-op shall ensure all employees are provided education annually on the advantages and disadvantages of a consumer-driven health plan option and effective strategies of using a Health Savings Account (HSA).<sup>6</sup> Any employee who enrolls in a PSELIP consumer driven health care plan is required to establish an HSA unless the employee is ineligible for an HSA.

## **Co-op Contribution to Premiums**

At a minimum, the Co-op shall distribute the statutorily required contribution rate to all employees<sup>7</sup> who are enrolled in one of the PSELHIP plans, which shall include any mandatory increases to the contribution rate due to increases to the salary schedule.<sup>7</sup> In accordance with the State Health Insurance Portability Rules (SHIP), the Co-op shall continue to pay the premium contribution for an employee who transfers to another Arkansas school district that also participates in the SHIP through August 31 of the calendar year the employee leaves the district so long as the employee:<sup>8</sup>

1) Completes his/her contract with the Co-op;

- 2) Provides the Co-op with notice that the employee is transferring to another district/co-op by no later than June 15;
- 3) Provides the Co-op with proof of employment at another Arkansas district/co-op; and
- 4) Has the employee portion of the premium removed from his/her end-of-year checks or pays the Co-op business office the employee portion of the premium by the 15th of both July and August.

### **Measurement Method of Employee Hours**

Option 1: The Co-op uses the look-back method for determining if an employee qualifies as a full-time employee.<sup>3</sup>

Option 2: The Co-op uses the monthly measurement method for determining if an employee qualifies as a full-time employee.<sup>3</sup>

### **W-2**

For all full-time employees who are enrolled in a PSELHIP plan, the Co-op shall indicate in box twelve (12) of the employee's Form W-2 the cost of the employee's health care coverage by using code "DD".<sup>811</sup>

### **IRS Returns**

The Co-op will electronically file with the IRS by March 31 of each year the forms<sup>12</sup> required by the IRS on the health insurance coverage of each full-time employee for the previous calendar year, whether or not the full-time employee participates in a health insurance plan through the PSELHIP.

### **Statement of Return**

The Co-op shall send to each full-time employee a Statement of Return (Statement) regarding the IRS Return<sup>913</sup> filed on the employee. The Statement shall contain: The Co-op's name, address, and Employer Identification Number (EIN) as well as a copy of the IRS Return filed on the employee. The Co-op shall send a copy of the Statement to the employee on or before January 31 of the calendar year following the calendar year the information in the Statement covers. The Co-op shall send only one Statement to the household of an employee who meets the definition of a responsible individual that will include all requisite information for both the responsible individual and the responsible individual's dependant(s). The Statement will be mailed to the employee's address on record.

### **Record Retention**

The Co-op shall maintain copies of the Statements sent to employees in accordance with the requirements for documents transmitted to the IRS in Policy 7.15—RECORD RETENTION AND DESTRUCTION.

Cross Reference:       7.15—RECORD RETENTION AND DESTRUCTION

Legal References:       A.C.A. § 6-17-1117

A.C.A. § 21-5-401 et seq.

26 C.F.R. § 54.4980h-0 et seq.

26 C.F.R. § 31.6001-1  
26 C.F.R. § 301.6056-1

Date Adopted: 6/9/2015  
Last Revised:

## **4.24 - EARLY CHILDHOOD SPECIAL EDUCATION PROGRAM POLICY**

Dawson Education Cooperative, Early Childhood Special Education Program Policy will allow special education services to be offered outside the Dawson Education Cooperatives boundaries for children ages three through five that attends a child care facility that is not located in their resident district.

*Early Childhood Special Education Policy Amendment from a Commissioner's Memo, LS-13-009, that states "If children ages three through five attend a child care facility that is not located in their resident district, the resident district is required to provide the services that the child needs to receive free appropriate public education (FAPE).*

Date adopted: 4/24/2013