

SOUTHWEST ARKANSAS EDUCATION COOPERATIVE
PERSONNEL POLICY

REVISED/UPDATED FOR FY 2011-2012

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Southwest Arkansas Education Cooperative

Personnel Policy Manual

I. AUTHORITY AND NAME OF AGENCY

The name of the agency shall be the Southwest Arkansas Education Cooperative (SWAEC). The original legislation governing cooperatives, Act 349 of 1985, has been amended by Act 610 of 1989. Board policy to comply with both acts is included in these policies.

II. MISSION

The purpose of the SWAEC is to provide the best possible services to our educational community. The staff will maintain a progressive perspective to cooperatively foster quality leadership through professional growth and development; dissemination of current research, materials and strategies; and assistance in meeting the ever changing needs of the diverse population served. The ultimate mission is to enhance the delivery of an appropriate, quality education for ALL, to meet or exceed state accreditation standards, and to help develop lifelong learners.

III. GENERAL GOALS

The primary goal of the Cooperative is service to the member districts. Service needs and desires of the local districts will determine the services provided by the SWAEC, as well as the ADE's desire to make service available to the schools via the education service cooperatives.

The SWAEC will strive to provide:

1. Requested services that individual schools have not or cannot provide;
2. Requested services more economically and more efficiently than services can be provided on an individual basis; and
3. Services to all interested districts in an equitable manner.

IV. GOVERNANCE

A. Board of Directors

The governing body, hereafter referred to as the Board of Directors, shall consist of one representative appointed by each school district board of directors within the boundary of the cooperative. A majority of the representatives shall constitute a quorum and a majority vote of the quorum will rule on the proposals.

B. Board Meetings

The Board of Directors is required by law to meet at least eight (8) times per year; however, monthly meetings are scheduled for the second Wednesday of each month.

C. Selection of Officers

At the May board meeting, the president of the Board of Directors shall appoint a committee to compile a slate of officers for the Co-op for the following fiscal year. The slate of nominees shall be presented at the June meeting and the slate of officers approved for the following year. The officers shall consist of a president, vice president, and secretary. The officers shall hold office from July 1 until June 30 of the following year.

D. Duties of the Board of Directors

The Board of Directors shall:

1. Be responsible for the appointment and/or dismissal of the Cooperative Director;
2. Select and/or dismiss SWAEC employees, based upon the recommendation of the Director;
3. Maintain general responsibility regarding policies and practices to ensure the integrity and trust of the public with regard to operation of the Co-op. Such responsibilities will include, but are not limited to:
 - a. Approval of a tentative budget;
 - b. Periodical review of receipts and disbursements;
 - c. Compliance with applicable laws and statutes;
 - d. Approve personnel policies;
 - e. Monitoring of the annual program to see if services and programs are consistent with district needs;
 - f. Carry out other duties which may be required for efficient operation of the Cooperative.

E. Teacher Center Committee (TCC)

1. Each LEA shall have at least one representative on the TCC. The ratio of classroom teachers to administrative/support personnel will be 1/1.
2. It will be the responsibility of the TCC, with the approval of the governing body, to make adjustments in its own make-up and designate the category from which each LEA will select its representative.
3. Each committee member will be elected or appointed for a term of three years. Exception—see next item on initial membership.
4. The initial make-up of the TCC will be determined by drawing for positions. Each slip will designate the classification (teacher or administrative/support) to be selected from each LEA and the length of the term. The initial membership will be divided as equally as possible between one, two, and three-year terms.
5. The TCC will select from its membership a chairperson, vice chairperson, and

secretary. These officers will be elected for one-year terms. They may succeed themselves one time. The election will be held at the last meeting during the school year, with the term of office to start with the succeeding school year.

6. The TCC serves in an advisory capacity to the coordinator, Director, and governing body. Its advice should cover all areas of curriculum and instruction, such as:
 - a. Materials for the media and instructional materials centers;
 - b. Formulation of the staff development program(s), including suggestions for credit and non-credit undergraduate and graduate courses desired, and such in-service activities for teachers as integrated technology, state initiatives, Pathwise mentoring, CWT, classroom management, and other interdisciplinary subject-matter, or grade-level programs needed;
 - c. Advise on curriculum development activities and projects the Co-op should sponsor so that school specialists and/or individual teachers may work on curriculum construction and/or revision;
 - d. Plan with the Teacher Center Coordinator the program content, personnel, times and places for the spring semester, fall semester, and summer workshops;
 - e. Meet at least three times each year—more often if deemed necessary.

F. Participation

District participation in any Cooperative service or program is voluntary.
(effective December 10, 2004)

G. Finance

1. **Fixed Assets (Inventory Policy)**

The SWAEC Board of Directors sets the value for inventory of fixed assets at \$2500. This policy will be effective immediately and will be retroactive to the beginning of the 2002-2003 fiscal year.
(effective January 15, 2003)

V. PERSONNEL

A. Equal Opportunity Employment

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

(effective November 10, 1994)

B. Employment

The SWAEC Board of Directors shall employ, upon recommendation of the Director, and if it is subject to availability of funds, economically feasible, such assistants, supervisors, coordinators, speech therapists, teachers, and others deemed necessary to carry out the successful operation of the Cooperative.

Personnel shall be employed annually upon the recommendation of the Director. No one shall be employed by the SWAEC unless he/she is able to meet the following requirements prescribed by law and/or requirements by the Director at the time of employment: An employee must file in the office of the Director, prior to receiving his/her first month's salary or salary for September, the following which are required by law:

- a. A valid Arkansas Teaching Certificate;
- b. A complete official copy of the transcript of all college credits;
- c. A health certificate;
- d. A teacher retirement system number as evidence of membership in the system;
- e. A completed W-4 form;
- f. A background check;
- g. A personal information sheet and work record
- h. A copy of the social security card; and
- i. A copy of the birth certificate

(effective September 14, 2005)

C. Compensation Guides and Contracts

The Board of Directors shall enter into contracts of employment with SWAEC personnel. The salary of personnel shall be in accordance with the Board's salary schedule as determined by certification, experience, and/or any other criteria approved by the Board in keeping with the laws of the state.
(effective November 10, 1994)

D. Conflict of Interest

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

Any employee of the SWAEC that engages in activities for pay, with the Co-op Director's approval, during regular working hours must choose one of these three options:

1. Use a day of vacation time or a personal business day.
 2. Pay to the Co-op any stipend received less expenses.
 3. Provide for an exchange of services rather than payments.
- (effective December. 10, 2004)

E. Resignation:

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

When a staff member resigns from an educational agency, all accumulated sick leave is held in escrow. Should the staff member return to active employment the sick leave will be reinstated.

(effective December 10, 2004)

F. Dismissal or Non-renewal of Contract (See Appendix for Acts)

Certified Employees:

Every effort shall be made to see that the certified employee is successful in his/her position. The annual contract of every person (except the Director and certified personnel on probationary status) employed under the annual contract by the SWAEC shall be renewed, unless the procedure outlined in Act 936 of 1983 has been pursued.

Termination or contract non-renewal of staff that are covered by Act 936 of 1983 “The Teacher Fair Dismissal Act of 1983” will be handled in accordance with this Act. The term “teacher” as used in this Act will be defined as any person, exclusive of the Director, employed by the Cooperative who, as a condition of employment, is required to hold a professional certificate from the Arkansas Department of Education.

The Southwest Arkansas Education Service Cooperative Board of Directors shall make the final decision on all dismissal or non-renewal cases, in accordance with state and federal law. However, the Director has the authority to suspend with pay until the final decision is made by the Board of Directors.

Non-Certified Employees:

Termination or contract non-renewal of employees who are covered by Act 631 of 1991 “Public School Employee Fair Hearing Act” will be handled in accordance with the act. (effective December 10, 2004)

G. Certified Reduction in Force

SECTION ONE

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

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

Definitions:

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

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

Program Elimination or Program Site Elimination

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

Reduction by licensure area or due to program size reduction at a site, or program redesign

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

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

Certified Point Schedule

- Years of service at Southwest Arkansas Education Cooperative—1 point per year

All certified position years at SWAEC count including non-continuous years. Service in any position not requiring teacher licensure does not count toward years of service. Working fewer than 120 days in a school year shall not constitute a year.

- Graduate degree in any area of licensure required for the present job assignment in which the certified employee will be ranked (only the highest level of points apply)
 - 2 points—Master’s degree
 - 3 points—Master’s degree plus thirty additional hours
 - 5 points—Educational specialist degree
 - 6 points—Doctoral degree
- College class taken with a final grade of “B” or better in the last 3 prior school years (not including current academic year) taken at the request of the cooperative director—1 point per class for a maximum possible of 5 points.
- Special Education certification in addition to P-4 certification —3 points per area, for a maximum of 6 points

All points awarded must be verified by documents on file with the cooperative by October 1 of the current school year. Each certified employee’s points shall be totaled with certified employees ranked by the total points from highest to lowest. All certified employees employed or assigned to a site or program being considered for RIF for a reason other than program elimination or program site elimination shall receive a listing of licensed personnel with corresponding point totals. Upon receipt of the list, each certified employee has five (5) working days within which to appeal his or her assignment of points with the cooperative director whose decision shall be final.

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

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

There are no rights to recall under this policy.

Legal Reference: A.C.A. § 6-17-2407
(Effective date July 1, 2010)

Classified Reduction in Force

SECTION ONE

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

Definitions:

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

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

Program Elimination or Program Site Elimination

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

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

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

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

Classified Point Schedule

- Years of service at Southwest Arkansas Education Cooperative—1 point per year
All classified position years at SWAEC count including non-continuous years.
Working fewer than 120 days in a school year shall not constitute a year.

- Degree or license required for the present job assignment in which the employee will be ranked (only the highest level of points apply)
 - 3 points — Teacher licensure or bachelor degree relevant or helpful as determined by the cooperative director (even if not required) for the present job assignment.
 - 2 points — Associate Degree
 - 1 point — Child Development Associate License
- College class taken with a final grade of “B” or better in the last 3 prior school years (not including current academic year) taken at the request of the cooperative director—1 point per class for a maximum possible of 5 points.

All points awarded must be verified by documents on file with the cooperative by October 1 of the current school year. Each employee’s points shall be totaled with comparable employees in an area considered for RIF, ranked by the total points from highest to lowest. All employees employed in an area considered for RIF shall receive a listing of classified personnel with corresponding point totals. Upon receipt of the list, each employee has five (5) working days within which to appeal his or her assignment of points with the cooperative director whose decision shall be final.

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

There are no rights to recall under this policy.

Legal Reference: A.C.A. § 6-17-2407
(Effective date July 1, 2010)

H. Retirement

New members working 180 days or less can elect to be a contributory or non-contributory member of the Arkansas Teacher Retirement System. Their intention must be declared before their first pay period of the fiscal year. New members working 181 day or more must be a contributory member of the Arkansas Teacher Retirement System.

(effective December 10, 2004)

I. Drug Policy

In an effort to comply with the provisions of Public Law 101-226, the SWAEC Board prohibits the use or distribution of illegal drugs and/or alcohol by its employees while on duty.

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

Compliance with the standards of conduct stated in this policy is mandatory of all employees. Violations of any part of the policy may result in disciplinary action, including suspension and termination. If the situation warrants, the Director shall communicate all available information promptly to the proper law enforcement agency and offer full cooperation of the Southwest Arkansas Education Cooperative in an investigation.

Employees are encouraged to seek treatment and/or counseling for drug problems. The SWAEC will not assume any expenses incurred in counseling or attendance in a drug/alcohol program.

A request for assistance by an employee after violating this regulation will not affect the imposition of disciplinary action.
(effective February 9, 2000)

J. Tobacco Policy

In accordance with Arkansas ACT 1555 of 1999, smoking or use of tobacco or products containing tobacco in any form in or on any property owned or leased by a public school district, including school buses, is prohibited.
(effective February 9, 2000)

K. Leave Benefits

1. Sick Leave:

An employee under contract shall be allowed one day of sick leave for each month employed under the contract. The maximum number of days that may be accumulated will be 120 days. The total number of days which the employee may receive under the present contract is effective on the date the employee is required to report for work at the beginning of the school term. Employees working part time (less than 190 days) will accrue sick leave based on a pro rata share of the time worked, i.e. one sick leave day for each 20 days worked.

For all absences in excess of accumulated sick leave, the proportional amount of pay will be deducted from the next payroll. This amount will be equal to the number of excess days, divided by the total number of contracted days multiplied by the contract salary.

Sick leave covers the sickness of a full-time employee or members of the immediate family. The immediate family includes: spouse, child, parent or any other relative if the other relative lives in the same household as the employee. Sick leave shall also include any illness of the employee, including any disability connected with or resulting from pregnancy.

In order for sick leave to be claimed, the employee will notify the office manager, immediate supervisor, and/or principal of attending school of the necessity of being absent. The employee must complete a sick leave claim form and file with the office manager upon return to work (see appendix). An accurate, up-to-date record of all sick leave will be maintained in the office of the office manager. The Director, at his/her discretion, may require proof of illness for absence of three days or more. The office manager will provide a statement to each employee of the total number of sick days accumulated at the beginning of each fiscal year.

The employee may transfer unused sick leave days to another school district or cooperative in Arkansas. The total amount of days transferred will be determined by state law or policy of the receiving school or cooperative. SWAEC will accept up to the maximum days of unused sick leave as prescribed in Arkansas, provided a statement of the number of days is received from the school district or cooperative.

Sick days cannot be used for other employment. Violations and consequences will be determined by the Director.

Exceptions to any part or all of the above may be made by the Director with the approval of the Board.

(effective September 14, 2005)

2. Bereavement:

In the event of the death of an *immediate family member** of a full-time Cooperative employee, the employee may take 3 days of bereavement per event. Bereavement days come from your sick days or your annual leave days.

*Immediate family member includes the employee's spouse, children, parents, siblings, grandchildren, grandparents, mother-in-law, father-in-law, sister-in-law, brother-in-law or other individual at the discretion of the Director or his/her designee.

(effective December 10 2004)

3. Employee Business Leave:

An employee under contract for an entire fiscal year shall be allowed one day absence at full pay for business reasons as determined by the employee. This leave shall be non-cumulative and can be taken at the convenience of the employee, provided the Director is properly notified and a suitable substitute, if necessary, can be found. If the personal leave day is not used, it may be added to the accumulated sick leave at the end of each year. Also, at the beginning of each contract year, an employee may roll over one sick day as a personal business day.

(effective December 10, 2004)

4. Leave of Absence Without Pay:

The Board of Directors, upon recommendation by the Director, may grant a leave of absence without pay for a specified period of time for such reasons as continued education and personal emergency. The individual would be reinstated into the same or equivalent position upon returning to the Cooperative.
(effective December 10, 2004)

5. Leave of Absence With Pay:

Leave of absence with pay shall be granted for jury duty within the current fiscal contract year. The staff member shall notify the Cooperative as soon as it is known that he/she is to serve. Other such leaves may be granted at the discretion of the Board as recommended by the Director.
(effective December 10, 2004)

6. Family and Medical Leave:

FMLA Guidelines: Family and Medical Leave Act of 1993

FMLA Eligibility:

- A. In compliance with the Family and Medical Leave Act (FMLA) of 1993, the Southwest Arkansas Education Cooperative will grant unpaid leave up to a maximum of twelve weeks during any one-year period to an eligible employee for one or more of the following reasons:
 - 1. For the care of the employee's child (birth, adoption, foster care);
 - 2. For the care of the employee's spouse, child, or parent who has a serious health condition;
 - 3. For a serious health condition that makes the employee unable to perform his or her job.

- B. In order to qualify for family/medical leave, an employee must have been employed by the SWAEC for at least one year and must have worked 1,250 hours over the previous twelve months.

FMLA Application:

- A. The request for family/medical leave must be made in writing to the Director thirty days prior to the beginning of the leave. Advance notice is not required in cases of medical emergency or other unforeseeable events.

- B. Medical certification from a licensed, practicing health-care provider must be provided with application for FMLA. The certification must verify the need for the leave and the estimated length of the leave. The medical certification must be provided at the time the request for FMLA is presented to the Director. If an employee fails to provide timely medical certification, the leave may be denied until medical certification is provided. The medical certification must include a statement from a licensed practicing health-care provider that the employee is unable to perform the required functions of his or her position.

- C. An employee who wishes to request unpaid FMLA must provide thirty days advance notice to the Director in writing if the need for the leave is "foreseeable." The written request must state the declared reason for the leave and the length of time requested. Medical certification from a licensed practicing health-care provider must also be provided.

- D. The SWAEC may require a second medical opinion and periodic re-certification at its own expense. If the first and second medical opinions differ, the SWAEC, at its own expense, may require the binding opinion of a third licensed, practicing health-care provider approved jointly by the employee and the Cooperative.

FMLA Length of Leave:

- A. An eligible employee of the SWAEC is entitled to a total of twelve (12) work weeks of leave during a "rolling" twelve month period measured backward from the date the employee first uses any FMLA leave. However, the

employee must first utilize earned and/or accrued sick leave and unused personal days to substitute for all or part of any unpaid FMLA leave.

- B. FMLA leave, because of the birth or adoption of a child, expires at the end of the twelve-month period beginning on the date of the birth of the child or placement of the child. Any leave must be concluded within this one-year period.
- C. Spouses employed by the SWAEC are limited to a total of twelve (12) weeks combined leave for the birth or adoption of a child or the care of a sick parent.

FMLA Health Insurance during leave:

- A. For the duration of the FMLA leave, the employee's group health insurance will be continued under the same conditions as if the employee had continued working. Since the employee will be on unpaid leave, the employee will be responsible for bringing to the Director's office each month the employee-paid portion of the employee's health insurance premium. State matching insurance will continue during the period of the leave. Even though the employee is on unpaid FMLA leave, he or she must continue to make his or her contribution to the insurance premium. Payment of the employee-paid portion of the health insurance premium will be due in the Director's office at the same time as if on regular payroll deduction.
- B. If the employee on FMLA leave has received state matching contribution for health insurance and does not return to work, the amount of the insurance matching provided by the state will be recovered from the employee.

FMLA Reporting requirement during leave:

Employees on FMLA leave shall communicate with the central office every two weeks during the leave period to report on the employee's leave status and intention to return to work, as well as the expected date of return.

FMLA Return from leave:

- A. As a condition of restoration from FMLA leave, the employee will provide medical certification from a licensed, practicing health-care provider that the employee is able to resume work.
- B. If an employee is permanently unable to return from leave, medical certification from a licensed, practicing health-care provider must be provided to verify the inability of the employee to return to work.
- C. An employee taking FMLA leave is entitled to be returned to his or her previous position or to "an equivalent position."
- D. In the event that an employee is unable to return to work, the Director will make a determination at that time as to the documented need for a severance of the employee's contract due to an inability of the employee to fulfill the responsibilities and requirements of the contract.
(effective December 10, 2004)

7. Maternity Leave:

Staff members may use accumulated sick leave, vacation leave, and/or personal leave for maternity/adoption leave, with pay. Any unpaid maternity/adoption leave will be counted toward the twelve weeks leave available under the Family Medical Leave Act of 1993.
(effective December 10, 2004)

8. Military Leave: (See Appendix for Act)

Military leave will be granted in compliance with P.L. 93-508 (December 1974) as amended by P.L. 94-286 (May 1976), as amended by P.L. 103-503 (October 1994) and Arkansas Act 956 of 1991 (see appendices). The employee must attach a copy of his military orders to each request.
(effective December 10, 2004)

9. Annual Leave:

Twelve month Co-op employees shall receive ten days of annual leave. A maximum of twenty (20) annual leave days may be accumulated. If taking a planned leave, the employee must have prior approval from the Director or their immediate supervisor. If leave is unexpected, due to an emergency, the employee must contact the Director or their immediate supervisor before taking leave. Actual paid/non paid days will be published and attached with contracts yearly. Regular holidays are Martin Luther King's Birthday, Presidents' Day, Spring Break (flexible), Memorial Day, Independence Day, Labor Day, Thanksgiving (3 days) and Christmas (10 days)
(effective March 8, 2008)

10. Catastrophic Leave Bank: (See Appendix for Forms)

The purpose of the Catastrophic Leave Bank is to help contributing employees in need of additional sick days after their accumulated sick days, personal days, and annual leave days have been exhausted. The Bank is to be used to help members experiencing catastrophic illnesses and disabilities to the member or member's immediate family. All requests to use the bank will be subject to approval by a committee of trustees and the Director. *Elective Surgery is excluded. Pregnancy and Childbirth or related complications are acceptable based upon the recommendation of the doctor. The Bank will not cover days taken off by the employee to stay home without medical reasons and documentation by the doctor. Abuse will not be tolerated. This is to help those in need. It has not been created to supplement excessive and abusive use of sick days. A member may not request or use more than **ten (10) days from the Bank during the current fiscal year.

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

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

Definitions:

1. **Catastrophic illness or disabilities** for the purposes of this program is defined as the following: A medical condition of an employee or of the employee's immediate family, that requires an employee's absence from duty for a prolonged period of time and which, except for the catastrophic leave program, would result in a substantial loss of income to the employee because of the exhaustion of all earned sick days, annual leave days, and personal days. A physician must certify the medical condition. *(As defined in the Arkansas Department of Education's Catastrophic Leave Bank Program.)*
2. **Immediate family**, for the purposes of this program, is defined as the following: Spouse, children, father, mother, grandparents and any individual acting as a parent or guardian of an employee. *(As defined in the SWAEC sick leave policy.)*

Membership in the Catastrophic Leave Bank:

Members will be the employed staff of the Southwest Arkansas Education Cooperative. New employees will have to work one year before being eligible to become a member. Each individual will have the right either to be a member of the bank 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 June 1st and July 31st each year. The membership fee of one donated day must be deposited in writing on the Catastrophic Leave Bank Donation Form (see Appendices). Donations are not refundable or transferable. Membership in the Catastrophic Leave Bank is considered continuous unless the trustees receive written notice of withdrawal of membership. Members who have reached the limit of sick days to be accumulated will have their excessive days automatically transferred into the Bank. The transfer of one day for membership is mandatory; members may donate additional days if they choose to do so during open enrollment period. When the bank reaches 200 days, donations may not be

required for the upcoming contract year for existing members. New members will still be required to donate.

Eligibility to use the Catastrophic Leave Bank:

Eligibility requirements are designed to meet the needs of the members, keeping in mind complete fairness to all. All requests to withdraw days from the Bank shall be filed on the Catastrophic Leave Bank Request Form (see appendices) and subject to approval by the trustees and the Director. No employee on Workers' Compensation shall be permitted to draw from the Bank. In the event that the employee is unable to make a request to the Bank himself/herself, a family member may make the request on behalf of the member. Members of the Bank shall be eligible to make applications to the Bank under the following conditions:

1. The member has exhausted his or her accumulated sick leave, personal, and annual leave days.
2. The applicant is enrolled in the Catastrophic Leave Bank.

Maintenance of the Catastrophic Leave Bank:

1. A member utilizing sick days from the Bank will not have to replace those days except as a regular contributing member.
2. Days cannot be returned to a member once they have been assigned to the Bank.
3. Members will be assessed for no more than one additional day per current year when the Bank has reached the point of near depletion. The point near depletion is 10 days. Members will be notified of the situation. The trustees will decide the proper course of action to be taken, subject to approval by the Director.

Committee of Trustees and Administration of Catastrophic Leave Bank:

1. A 3-member committee of trustees from different departments within the Co-op will oversee the administration of the Bank. The committee will consist of certified and non-certified personnel. Each representative will serve a term of *3 years and may not succeed himself or herself.
2. The Co-op Payroll/Bookkeeper will keep the records of the Bank and will also provide membership and request forms.
3. Upon receipt of the request, the trustees will make a recommendation to the Director and a decision will be made within five (5) working days. The applicant may be called upon to answer any questions concerning the request.
4. If an applicant disagrees with the committee's decision, he/she may file a written appeal to the Director within five (5) working days and will receive a response within five (5) working days.
5. If abuse is suspected (before, during, or after the request), the committee will inform the Director. The Director and the employee's direct supervisor will investigate the alleged abuse. If abuse of sick days is evident, the employee will not be granted days from the Bank. If days have already been approved and used, the employee shall repay all sick leave credit drawn from the Bank.

**To begin the 3-year rotation of trustees, three (3) trustees will be voted in. By drawing a number 1 to 3 (representing 1 to 3 years), one person will serve 1 year, one will serve 2 years, and the third will serve 3 years. Following this beginning rotation, each new trustee voted in will serve 3 years. This insures a continuous*

flow of experienced trustees serving the members.
(effective December 10, 2004)

11. Court and Jury Leave:

Any employee who is subpoenaed will be entitled to regular Cooperative compensation without any deductions from regular salary. Reasonable notice should be given the Director.
(effective December 10, 2004)

12. Flexible Work Schedule: (See Appendix for Form)

Classified Flexible Work Schedule:

The normal length of the work day is eight hours Monday through Friday (except in the summer or when job requirements make it necessary to vary this schedule). The Director / Supervisor may determine that an alternate temporary work schedule be followed, either collectively or on an individual basis. Any exceptions to the regular work schedule must have **prior approval** by the Director or supervisor. It is the policy of SWAEC that employees falling under the Fair Labor Standards Act work no overtime hours. A Flex Work Schedule Request Form must be filed when an individual seeks to alter their normal work schedule. Any flex time earned must be used within three months. Flex time may not be taken until it is earned.
(effective July 1, 2010)

Certified Flexible Work Schedule:

The normal work week is Monday through Friday (except in the summer). Job requirements may make it necessary for individuals to attend events within their assigned duties. These events may occur outside the scope to the normal work week. The Director may determine that an alternate temporary work schedule be followed, either collectively or on an individual basis. Request for flex time must be noted on the Travel Request Form (see appendices) and have **prior approval** before being taken. Any flex time earned must be used within three months. Flex time may not be taken until it is earned.
(effective April 8, 2008)

13. Breaks: (See Appendix for Act)

As per Act 1752 of 2003 all classified employees who work a minimum of 20 hours per week must be provided two 15 minute paid breaks as designated by his/her immediate supervisor.

(effective December 10, 2004)

14. Reporting Leave: (see Appendix for Form)

All types of leave must be reported to the Director or a designee prior to the requested leave. Emergency situations that prevent prior notification should be reported as soon as possible, or upon employee's return to work. The Director or a designee shall keep an official record of each employee's leave and it will be reviewed by each employee periodically.

(effective December 10, 2004)

L. Related Benefits

1. Health Insurance Coverage:

- a. The State of Arkansas provides blanket health insurance coverage for all eligible Cooperative employees who choose to participate. The state makes a monthly contribution for members in an amount that is determined by a governing committee at the state level.
- b. Employees desiring membership and coverage under the plan for their spouse and/or dependents must bear the cost of additional premiums above the state contribution.
(effective December 10, 2004)

2. Flexible Cafeteria Plan:

Employees may participate in a cafeteria section plan flexible benefit program under Code Section 125 of the internal Revenue Code through which certain fringe benefits may be purchased by salary deduction.
(effective December 10, 2004)

3. Tax Deferred Annuity 403(b):

Employees may participate in a Salary Reduction (Elective Deferral Only) Tax Sheltered Annuity.
(effective December 10, 2004)

4. miQuotes Discount Benefit Program:

Southwest Arkansas Education Cooperative makes monthly contribution for members in the miQuotes Program to provide employees discounts on medical, dental, vision pharmacy services as well as other related programs.
(effective July 1, 2010)

5. Workers' Compensation Coverage:

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

1. The employee must immediately, or as soon as possible, report the incident to his/her immediate supervisor and must report the claim as soon as possible to the payroll clerk or the office manager at the Co-op business office.
2. At the time the claim is reported to the Co-op Business Office, the employee will be given a basic fact sheet that covers frequently asked questions regarding this coverage. The employee will be given the name of the SWAEC Workers' Compensation approved doctor.
3. The personnel of SWAEC do not participate in eligibility determination. All claims will be reviewed by an independent claims agency, approved by Workers' Compensation, to determine eligibility. The employee is responsible for all expenses that are incurred if the claim is denied. Simply reporting the claim does not guarantee an eligible claim.

4. There is an appeal process for those claims that are denied. In case of a denial, a denial notification will be sent to the employee, and the appeal process will be outlined on this notification.
(effective December 10, 2004)

M. Travel Expenses

1. Employees who spend most of their time in the field and are not required to come to the SWAEC offices on a daily basis, should compute their mileage on those days from their home city or the SWAEC offices, whichever is the lesser amount.
2. The SWAEC will use a common sense approach in mileage approval in special circumstances. The intention is to compute and approve travel reimbursements as fairly as possible, but yet approve them in a manner that does not allow employees to take advantage of travel reimbursements.
3. Rates for reimbursement will be set and approved by the Board of Directors, but, unless specified by Board amendment, the rate will be the same as the rate allowed by the ADE.
4. Fees for parking a privately owned vehicle are reimbursable if the fees are incurred while conducting organizational business. Valet parking fees are not permitted unless there is no other reasonable parking.
5. Vehicle rental will be approved only in instances when it is a necessary means for transportation for SWAEC business. The first consideration for vehicle rental should be public transportation, shuttles, and taxi service.
6. Actual expenses of lodging will be reimbursed when common sense dictates the necessity for overnight accommodations. A hotel/motel receipt is to be attached to the travel form.
7. Meal reimbursements: Co-op employees are not eligible for meal reimbursements when the employee is traveling within the coop area, unless the meal is a Co-op organized business related meeting whereby multiple participants are involved (board meetings, seminars, staff development, training, etc.). In this case please list the names of participants. The reimbursement for such meals shall be the actual cost of the meal and employees are expected to use sound judgment regarding appropriate expenditures. The Director may disallow expenditures that are excessive. Itemized receipts and appropriate documentation illustrating meeting purpose shall be required. All meal receipts must be itemized in order to receive your reimbursement. Receipts not itemized must show documentation of what was purchased, name of vendor, dated and signed by vendor.

State rates are as follows:	Hot Springs, AR	Little Rock, AR	All other cities in AR
Maximum Lodging	\$101 per night	\$88 per night	\$77 per night
Breakfast	\$9	\$12	\$9
Lunch	\$13	\$17	\$13
Dinner	\$24	\$32	\$24

Meal and lodging allowance are based on the above table and require proper receipts. Using the above table, claim what you actually spent for the items, but you may not go over the allotted amounts. Individual gratuities, snacks or alcoholic beverages will not be reimbursed. For out of state trips the Federal Travel Guide will be used. See the Federal-per-Diem site at

http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentType=GSA_BASIC&contentId=17943

8. All travel reimbursement forms must have your agenda or registration form attached, along with copies of your travel authorization form in order to receive your reimbursement. Travel reimbursement must be turned in monthly. Employees must turn in their TR-I reimbursement form no later than the 15th of the following month.

Travel request forms must be turned in and approved prior to the trip.
(Revised July 01, 2010)

N. Telephone Usage

All personal calls made from the Cooperative must be charged to your home phone or a personal calling card. No personal calls are to be charged to the Cooperative phone. (effective December 10, 2004)

O. Cooperative Cellular Phone Usage

The SWAEC may authorize a cellular phone for Cooperative personnel use provided appropriate job related need for such phone exists. The SWAEC will only pay a prorated share as designated by the Director and all other expenses over the base are the responsibility of the employee. The employee shall have a payroll deduction for the designated monthly fee. The employee shall be responsible to submit to the Cooperative Business Office a personal check payable to for all expenses above the designated amount. The personal check shall be made within five (5) business days after the employee has received notice of the monthly telephone bill. (effective July 1, 2010)

P. Technology Usage

Acceptable Use:

This statement represents a guide to the acceptable use of SWAEC's ET (Education Together) web server/email server attached to the APSCN. Any user of ET services and the APSCN statewide network must comply with this policy and the stated purposes and the Acceptable Use Policies of ET and the APSCN/ADE. Each user is responsible for their activity and is also responsible to be familiar with the Acceptable Use Policy or an equivalent policy.

The following guidelines will be applied to determine whether or not a particular use of ET and APSCN/ADE network is appropriate:

1. Users must respect the privacy of others; for example, users shall not intentionally seek information on, obtain copies of, or modify files, other data, or passwords belonging to others, or represent themselves as another user unless explicitly authorized to do so by that user.
2. Users must respect the legal protection provided by copyright and license to programs and data.
3. Users must respect the integrity of computing and network systems; for example, users shall not intentionally develop or use programs that harass other users or infiltrate a computer, computing system or network and/or damage or alter the software components of a computer, computing system or network.
4. Use should be consistent with guiding ethical statements and accepted community standards. Malicious use is not acceptable.
5. APSCN and / or SWAEC's ET may not be used in ways that violate applicable laws or regulations.
6. Use of APSCN and / or SWAEC's ET in a manner that precludes or significantly hampers its use by others is not allowed.
7. Unsolicited advertising is not acceptable. Advertising is permitted on some Web pages, mailing lists, news groups and similar environments, if advertising is explicitly allowed in that environment.
8. Repeated, unsolicited and unwanted communication of an intrusive nature is not acceptable. For example, continuing to send e-mail messages to an individual after being asked to stop is not acceptable.
9. Connections which create routing patterns that are inconsistent with the effective and shared usage of the network may not be established.

The intent of this policy is to make clear certain uses which are and are not appropriate, not to exhaustively enumerate all such possible uses. Using the guidelines given above, SWAEC may at any time make determinations that particular uses are or are not appropriate. SWAEC will not monitor or judge the content of information transmitted over the APSCN network but will investigate complaints of possible inappropriate use. In the course of investigating complaints, SWAEC staff will safeguard the privacy of all parties and will themselves follow the guidelines given in this policy.

Remedial Action:

When SWAEC learns of possible inappropriate use, SWAEC staff will notify the user

that is responsible. In an emergency, in order to prevent further possible inappropriate activity, SWAEC may temporarily disconnect a member-from ET. If this is deemed necessary by SWAEC staff, every effort will be made to inform the user prior to disconnection and every effort will be made to re-establish the connection as soon as it is mutually deemed safe. Upon a second infraction, the SWAEC dismissal process. will be enacted.

For-Profit Revenue Policy:

SWAEC does not permit for-profit user web sites (pages) to operate on ET and the APSCN network.

Abuse reports and reporting:

As the Internet has grown, there also has been a steady growth in the number and variety of Internet “abuse” cases. Internet abuse encompasses all sorts of negative acts, including e-mail spamming, copyright infringement, network-based hacking and personal crimes including stalking and harassment.

As a result of these unfortunate side effects of growth, SWAEC receives an ever-increasing number of abuse reports from Internet users and network providers, both within APSCN and from the greater Internet.

The purpose of this policy is to promote effective mechanisms for SWAEC and APSCN to use in dealing with such incidents.

To receive reports about Internet abuse including copyright infringement claims, send email to admin@et.swsc.k12.ar.us. This email address is the preferred way to report abuse incidents involving traffic carried on ET. Messages to this address are received by system administration staff who work to resolve serious abuse issues. SWAEC prefers this mechanism for Internet abuse reports because it allows everyone involved to create and exchange a written record of incidents.

No Warranties-Limitation of Liabilities

SWAEC does not make any express or implied warranty of any kind. The protocols used on the networks (e.g., TCP/IP) call for end to end verification of the accuracy of any message and all data sent or received. Such verification is the sole responsibility of the individual using the networks. Neither SWAEC nor the APSCN network will be responsible for any loss from delays, non-deliveries, incorrect deliveries, service interruptions, including those caused by negligence, errors, omissions or other losses or damages. Use of information obtained via the services provided by SWAEC and APSCN is at the individual's own risk. The individual is solely responsible for (a) the accuracy and/or quality of information obtained or data transmitted and (b) assuring that each message sent has been received. Neither SWAEC nor APSCN shall be liable for any damage arising from any event that is out of its control. Neither SWAEC nor APSCN shall be liable for indirect, special, incidental, exemplary, consequential, or any other form of money damages, including, but not limited to lost profits, or for the loss of data or information of any kind, however caused, and arising out of or in connection with the performance or the provision of service by SWAEC or APSCN.

E-mail Usage

SWAEC may provide you with access to an e-mail system. All e-mail messages are company records. These systems may be subject to periodic unannounced inspections, and should be treated like other shared filing systems. The contents on e-mail may be disclosed within the company without your permission. Therefore, you should not assume that messages are confidential. Backup copies of e-mail may be maintained and referenced for business and legal reasons. The SWAEC e-mail system is to be used for business purposes only. All passwords should be provided to your supervisor. The Technology Coordinator and the Director shall keep a master list of all passwords.

Internet Usage

SWAEC respects the privacy of its employees. However, employee privacy does not extend to the employee's work-related conduct or to the use of company provided equipment or supplies. As a condition of providing Internet access to its employees, SWAEC places certain restrictions on workplace use of the Internet. The Internet may be used to acquire information related to the performance of regular assigned duties or to facilitate performance of any task or project in a manner approved by an employee's supervisor. You are expressly prohibited from using the Internet for the following:

- Any illegal or unlawful purposes such as copyright infringement, obscenity, libel, slander, fraud, defamation, plagiarism, harassment, intimidation, forgery, impersonation, illegal gambling, soliciting for illegal pyramid schemes, and deliberate computer tampering (e.g. spreading computer viruses or worms).
- Unreasonable or extensive personal use or use which does not fulfill or conflicts with the individual's role within the Cooperative.
- Inappropriately viewing, copying, altering, or destroying data, software, documentation, or data communications belonging to the Cooperative or another individual without authorized permission.
- Violation of the policies, rules, or regulations or codes of conducts or in any manner that is not consistent with the professional status of the Southwest Arkansas Educational Cooperative, misrepresents the Cooperative, or brings the Cooperative into disrepute.
- Game playing
- Shopping
- Solicitation
- Streaming audio (radio) or video
- Any unauthorized /unapproved software
- Non work related or non education chat rooms

(effective June 14, 2007)

Q. Grievance / Disciplinary Procedure (See Appendix for Forms)

An employee shall be entitled to and shall be offered the opportunity to have a witness or representative of the employee's choice present during any disciplinary or grievance matter with any administrator.

Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems that may, from time to time, arise affecting employees. The

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

Procedure

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

- Step 1: (a) Within ten days (two working weeks) of the incident, the complainant must present the complaint in written form to the immediate supervisor.
(b) The supervisor will investigate and respond.
(c) Complainant should use Form A “Grievance Report” in relation to Step 1.
- Step 2: The supervisor has one working week (five days) in which to investigate and respond in writing. Use Grievance Response Form.
- Step 3: If the complainant desires to further pursue the grievance, the grievance must be presented to the Director within ten days (two working weeks). Use Form B, Step 3.
- Step 4: Written response by the Director must be received within five days (one working week). Director should use Form B – Director’s Response to Grievance.
- Step 5: If the complainant is not satisfied at this level, an appeal may be made ten days (two working weeks) to the Board of Directors which will consider the complaint at the next regular board meeting. Board meeting hearings will be conducted so as to accord due process of all parties involved in the complaint such as written notice of hearings, dates of specific charges, right to counsel, right to present written statements. The decision of the Board of Directors will be by a majority of the members at a public meeting.
- Step 6: The Board of Directors will respond to the complainant in writing within thirty (30) calendar days. Use Board of Directors Response – Form C.
(effective December 10, 2004)

R. Sexual Harassment

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

In fulfilling our obligation to maintain a positive and productive work environment, the Board and Cooperative officials will make every attempt to halt any harassment of which they become aware by calling attention to this policy or by direct disciplinary action, if necessary. (effective December 10, 2004)

S. Equity

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

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

(effective December 10, 2004)

T. Civil Rights Compliance

SWAEC is in compliance with Title VI, Section 601, or the Civil Rights Act of 1964; Title IX, Section 901, of the Education Amendment of 1972; and Section 504 of the Rehabilitation Act of 1973. The Teacher Center Coordinator of SWAEC shall serve as the Civil Rights Coordinator.

(effective November 10, 1994)

U. Inclement Weather

Should weather conditions become so severe that the Southwest Arkansas Education Cooperative could not open; the Cooperative employees will not be expected to report to work. If this situation exists, employees will be notified by 7:00 a.m. by the local radio stations and a phone tree. In the event of snow, ice or severe weather during the work day, employees should see the Director or designee.

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

(effective December 10, 2004)

V. Professional Development

The Southwest Arkansas Education Cooperative's Professional Development Calendar runs from June 1 through May 31. Documentation of the professional development hours earned must be turned in on or before May 31 each year.

(effective June 7, 2006)

APPENDIX

"TEACHER FAIR DISMISSAL ACT OF 1983"

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

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

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

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

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

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

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

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

SECTION 6. Whenever a superintendent has reasons to believe that cause exists for the termination of a teacher and that immediate suspension of the teacher is necessary, the superintendent may suspend the teacher without notice or a hearing. The superintendent shall notify the teacher in writing within two (20) days of the suspension. Such written notice shall include a simple but complete statement of the grounds of suspension and/or recommend termination, and shall state that a hearing before the board of directors is available to the teacher upon request provided such request is made in writing within the time provided in Section 9. The hearing shall be scheduled by the president of the board and the teacher and shall be held within the time provided in Section 9 after a request for the hearing unless the teacher and the board agree to a later time.

SECTION 7. Each teacher employed by the board of directors of a school district must be evaluated in writing annually. Evaluation criteria and procedures shall be established in the manner prescribed in Act 400 of 1975. Whenever a superintendent or other school administrator charged with the supervision of a teacher believes or has reason to believe that a teacher is having difficulties or problems meeting the expectations of the district or its administration and the administrator believes or has reason to believe the problems could lead to termination or no renewal of contract, the administrator shall bring the problems and difficulties to the attention of the teacher involved in writing and shall document the efforts which have been undertaken to assist the teacher and correct whatever appears to be the cause for potential termination or non renewal.

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

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

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

SECTION 10.

- a. Upon conclusion of its hearing with respect to the termination or non renewal of a contract teacher who has been employed as a full-time teacher by the school district for less than three (3) continuous years, the board shall take action on the recommendations by the superintendent with respect to the termination or non renewal of such contract. The board's decision with regard to non-renewal of a probationary teacher shall be final.
- b. Any certified teacher who has been employed continuously by the school district three (3) or more years (or who may have achieved non-probationary status pursuant to Section 2 herein), may be terminated or the board may refuse to renew the contract of such teacher for any cause which is not arbitrary, capricious, or discriminatory, for violating the reasonable rules and regulations promulgated by the school board. Upon completion of such hearing, the board shall, within ten (10) days after the holding of the hearing:
 1. uphold the recommendation of the superintendent to terminate or not renew the teacher contract, or
 2. may reject or modify the superintendent's recommendation to terminate or not renew the contract of the teacher, or

3. may vote to continue the contract of such teacher under such restrictions, limitations, or assurances as the school board may deem to be in the best interest of the school district. Said decision shall be reached by the school board within ten (10) days from the date of the hearing, and a copy thereof shall be furnished in writing to the teacher involved, either by personally delivering the same to the teacher or by addressing the same to the teacher's last known address by registered or certified mail.
- c. Subsequent to any hearing granted by a teacher by this Act, the school board shall, by majority vote, make specific written conclusions with regard to the truth of each reason given the teacher in support of the recommended termination or non-renewal.
- d. The exclusive remedy for any non-probationary teacher aggrieved by the decision by the school board shall be an appeal there from to the Circuit Court of the county in which the school district is located, within seventy-five (75) days of the date of written notice of the action of the school board. Additional testimony and evidence may be introduced on appeal to show facts and circumstances showing that the termination or non-renewal was lawful or unlawful.

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

ACT 852

"AN ACT TO AMEND VARIOUS PROVISIONS OF THE TEACHER FAIR DISMISSAL ACT."

Be It Enacted By The General Assembly Of The State Of Arkansas:

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

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

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

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

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

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

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

Reflected in the teacher's personnel file shall state that a hearing before the board of directors is available to the teacher upon request, provided the request is made in writing within the time provided in § 6-17-1509.

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

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

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

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

(1) The hearing shall take place at a time agreed upon in writing by the parties, but if not time can be agreed upon, then the hearing shall be held not less than five (5) calendar days nor more than twenty (20) calendar days after the written request has been received by the board.

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

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

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

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

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

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

SECTION 5. Codification Clause.

SECTION 6. Severability Clause.

SECTION 7. Repealing Clause

ACT 631 OF 1991

"AN ACT TO PROVIDE FOR A HEARING FOR CLASSIFIED SCHOOL EMPLOYEES WHEN BEING RECOMMENDED FOR DISMISSAL; AND FOR OTHER PURPOSES."

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

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

SECTION 2.

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

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

SECTION 4.

- a. Nothing herein shall be construed or interpreted to preclude the superintendent from placing an employee on immediate suspension, provided he gives written notice of such action to the employee within two (2) school days of the suspension. The notice shall include a statement of reasons for the suspension, whether the superintendent is recommending termination, and that a hearing before the school board is available upon request; provided such request is

made in writing to the superintendent within thirty (30) calendar days from receipt of said notice.

- b. After the hearing, the school board may terminate the employee or continue the suspension for a definite period of time. "The salary of a suspended employee shall cease when the school board sustains the suspension. Otherwise, the employee shall be reinstated without loss of compensation."

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

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

SECTION 6. Codification Clause.

SECTION 7. Severability Clause.

SECTION 8. Repealing Clause.

ACT 1314

"AN ACT TO AMEND THE TIME PERIOD IN WHICH NONCERTIFIED PUBLIC SCHOOL EMPLOYEES MAY REQUEST AND RECEIVE A HEARING TO APPEAL SUSPENSION; TERMINATION OR NONRENEWAL DECISIONS."

Be It Enacted By The General Assembly Of The State Of Arkansas:

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

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

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

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

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

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

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

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

SECTION 4. Codification Clause.

SECTION 5. Severability Clause.

SECTION 6. Repealing Clause.

SWAEC
Personnel Absence Report

NAME: _____

DATE(S) OF ABSENCE: _____

REASON FOR ABSENCE: ILLNESS _____
CHARGE TO: PERSONAL _____
 ANNUAL LEAVE _____
 OTHER _____

EMPLOYEE'S SIGNATURE: _____

DATE: _____

Please sign and return form to your supervisor's office.



LEAVE APPROVED: _____

DISAPPROVED: _____

Supervisor's Signature

Date

Southwest Arkansas Educational Cooperative
Hope, AR
Catastrophic Leave Bank
Membership Form

Fill in the blanks completely and return to the main office.

Employed staff of the Southwest Arkansas Educational Cooperative are eligible to become members. Each individual has the right to be a member of the Bank or express his or her desire 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 **June 1st and July 31st** during the current year. Donations are not refundable or transferable. Additional days may be donated to the Bank by a member if he or she chooses to do so.

Membership in the Catastrophic Leave Bank is considered continuous, unless written notice of withdrawal of membership is received by the trustees. Members who have reached the limit of sick days to be accumulated will have their excessive days automatically transferred into the bank.

_____ Yes, I want to become a member of the Catastrophic Leave Bank. I authorize the SWAEC to deduct one day of my sick leave and contribute it to the Catastrophic Leave Bank.

_____ Yes, I wish to contribute _____ extra days of my sick leave. I understand I cannot have these days returned to me.

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

Signature

Date

Southwest Arkansas Educational Cooperative
Hope, AR
Catastrophic Leave Bank
Request Form

Fill in the blanks completely and return to the main office.

Name: _____ Date: _____

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

Number of days requested from the Bank: _____

Nature of lengthy recovery:

Date illness or recovery began: _____

Date employee anticipates returning to work: _____

Has a previous request from the Bank been approved for the current Co-op fiscal year? _____

If so when? _____ How many days used? _____

Are you eligible for Worker's Compensation or Disability Insurance at this time? _____ If yes, what is the coverage? _____

A statement from your physician must accompany this application. The application should be turned into the main office. Upon receipt of the request, the trustees will make a recommendation to the director and a decision will be made within 5 working days.

Applicant's Signature (Family Member/Guardian)

Date

Director's Signature

Approved/Not Approved

Date

Board of Trustees, Please initial recommendation: 1. _____ A/NA 2. _____ A/NA 3. _____ A/NA

**Southwest Arkansas Educational Cooperative
Catastrophic Leave Bank Program
Liability Agreement**

I have read and understand the rules and regulations of the Catastrophic Leave Bank Program.

Forfeiture of Benefits

I understand that I will forfeit the benefits of the Southwest AR Ed. Co-op Catastrophic Leave Bank Program by:

- a. Resignation or termination of employment with the Southwest AR Ed. Co-op.
- b. Any fraud or misrepresentations of facts in making application for leave from the SWAEC Catastrophic Leave Bank.

Release from Liability

I understand that the SWAEC Catastrophic Leave Bank Committee is not an agency, board or other subdivision of the SWAEC. SWAEC committee's decisions are not subject to grievance, arbitration or litigation. SWAEC committee's actions may be appealed only to the Director of the SWAEC.

Signature of Recipient or Designee _____

Date _____

ACT 956 OF 1991

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

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

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

SECTION 2. Codification Clause.

SECTION 3. Severability Clause.

SECTION 4. Repealing Clause.

Effective Date July 1, 1997

Act 1752 of 2003

**An Act To Require School Districts To Provide Classified
School Employees With Paid Breaks**

Section 1. Arkansas Code Title 6, Chapter 17, Subchapter 22 is amended to add an additional section to read as follows: 6-17-2205.

For those classified employees working more than twenty (20) hours per week:

(1) Each school district in the state shall provide no less than two (2) paid, fifteen (15) minute breaks during each regular workday for each classified school employee. The contract day shall not be extended to provide for this act.

(2) Each school district shall file an affidavit for compliance with the Department of Education regarding the Fair Labor Standards Act for classified employees unless the school district policies or state laws impose higher standards.

Step 1

Form A

GRIEVANCE REPORT

FROM: _____, Grieving Person

TO: _____, Supervisor

SUBJECT: _____

DATE: _____

DESCRIPTION OF HAPPENING: _____ On _____
(date)

Signature _____

Step 2

GRIEVANCE RESPONSE

Grievance No. _____
(to be assigned only if forwarded)

Date Forwarded: _____

Response to Grievance:

Signature of Supervisor _____

Step 3

Form B

GRIEVANCE

FROM: _____
(Grieving Person)

TO: _____
(Co-op Director)

DATE: _____
(Grievance Report "Form A" must be attached)

Signature _____

Step 4

DIRECTOR'S RESPONSE TO GRIEVANCE

Date Appeal Received: _____

Date of Response to Appeal: _____

Response to Appeal:

Signature of Director: _____

Date: _____

Step 5

BOARD OF DIRECTORS' APPEAL

FROM: _____, Grieving Person

TO: Cooperative Board of Directors

SUBJECT: _____

DATE: _____
Attach: Grievance Report (Form A)
Appeal (Form B)

Signature _____

TRAVEL REQUEST FORM

_____ Overnight

_____ Day Trip Out of Co-op

Request for approval to participate in an activity being conducted outside the boundaries of the Southwest Arkansas Education Cooperative or the school districts you serve.

Name: _____ Date Submitted: _____

Position: _____ Travel Dates: _____

Name of Activity: _____

Location: _____ Phone: _____

Hotel: _____ Hotel Phone: _____

Rationale for Attending: (A brief narrative indicating the justification for attending the activity including benefits for you, the co-op and the member schools)

Flex Time to be earned: _____
Month Day Year

Reason Flex Time will be earned: _____

Participation Cost: (Estimation of cost to Cooperative and account from which to be paid)

Registration Fee: \$ _____ Cost of Lodging: \$ _____ Cost of Meals: \$ _____

Cost of Travel: \$ _____ Other anticipated Cost: \$ _____ TOTAL: \$ _____

Account to be Charged: _____

Signature of Traveler: _____

Department Supervisor Date APPROVED / DISAPPROVED

Co-op Director Date APPROVED / DISAPPROVED

