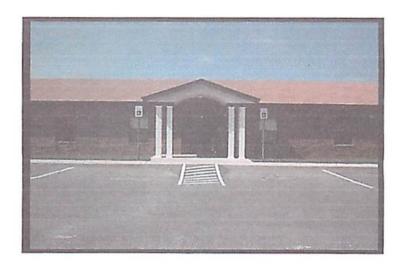
Northcentral Arkansas Education Service Center

1013 Haley Street – P.O. Box 739 Melbourne, Arkansas 72556 Phone: 870-368-7955 Fax: 870-368-4920



PERSONNEL POLICY MANUAL

Approved on:

President:

Secretary:

NAME AND AUTHORITY OF AGENCY

The name of this agency is the Northcentral Arkansas Education Service Cooperative (NAESC). NAESC has its legal existence under the Authority of Act 349 of the 1985 Arkansas General Assembly.

MISSION

The purpose of the NAESC is providing services and assisting the member districts in their efforts to improve instruction and enhance student lives. NAESC serves the following districts:

Batesville

Calico Rock

Cave City

Cedar Ridge

Concord

Highland

Izard County

Mammoth Spring

Melbourne

Midland

Mountain Home

Mountain View

Norfork

Salem

Southside

Viola

GENERAL GOALS

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

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

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

GOVERNANCE

A. Board of Directors

The governing body, here after referred to as the board of directors, shall consist of a representative selected from each member school district's board of directors. No school district may have official representation on more than one (1) cooperative board of directors. A simple majority of the representatives shall constitute a quorum and a majority vote of the quorum will rule. Each local member school district may also choose to appoint an alternate or proxy if their official representative cannot attend a board meeting and the district wishes to have representation. Communication from the member school district superintendent to the co-op director or his/her designee is required for the alternate to have full voting privileges for the district at the meeting.

B. Board Meetings

The board of directors is required by law to meet at least eight (8) times per year. Regular monthly meetings are scheduled for the second (2nd) Wednesday of each month at 10:00 A.M. at the Co-op, or other meeting places as scheduled.

C. Selection of Officers

At the July board meeting the president of the board of directors shall seek nominations for officers from the floor. The officers shall consist of a president, vice-president, and a secretary. Officers are elected by members of the board present, and are to serve one (1) year.

D. <u>Duties of Board of Directors</u>

The board of directors shall:

- 1. Be responsible for the appointments and/or dismissal of the cooperative director.
- 2. Select and/or dismiss NAESC 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 the operation of the coop. Such responsibilities will include but are not limited to:
 - a. approval of an annual budget;
 - b. periodical review of receipts and expenditures;
 - c. compliance with applicable laws and statues;

- d. establish 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. <u>Teacher Center Committee</u>

Each Education Service Cooperative shall establish a teacher center which will provide, consistent with funds available, curriculum development assistance. educational materials and staff development services to teachers within the local school districts in the service area. A teacher center committee, composed of at least one (1) representative from the staff of each local school district, shall advise the director and the governing body on the staffing, programs and operation of the teacher center. The governing body of each Cooperative shall determine the initial composition of the teacher center committee to achieve a balance of elementary, middle/junior high and high school personnel and assure that at least one-half, but not more than two-thirds of the members are classroom teachers. All positions on the committee shall be assigned to school districts by lot. Colleagues in his/her district must elect each teacher. Each administrator or support person shall be appointed by the superintendent. Lot shall determine initial terms for equal or nearly equal periods of one (1), two (2) and three (3) years. The committee shall meet at least three (3) times per year. In the last meeting of each year, positions represented by expiring terms shall be reassigned by lot.

F. Participation

District participation in any cooperative service or program is voluntary.

EQUAL OPPORTUNITY

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

EMPLOYMENT

The board of directors, by majority vote of members present, shall elect or appoint the director.

Offer of contracts will be presented to employees as soon as possible following the April meeting of the board of directors. All such offers will expire if not accepted in writing and returned to the Director's office within thirty (30) days of issuance. Any alteration to the contract will void the contract.

Positions that are funded by grants or by funding of participating school districts, require annual review and may not be continued beyond the termination of the grant funding or participating school funding for that position.

- 1. Background Checks Certified Personnel
 - a. As required by law (Acts 1313 of 1997; 42 of 2003; and 2151 of 2005), it shall be the policy of NAESC to require statewide and nationwide criminal record checks upon initial employment of any certified personnel. These must be in accordance to the laws of the state and rules and regulations of the Arkansas Department of Education.
 - b. It is not the policy of the Northcentral Arkansas Education Service Center to pay the fee required for the criminal record check required before employing a new certified employee. Prospective employees are responsible for paying the required fee.
- 2. Background Checks Non-certified Personnel
 - a. As required by law (Acts 1314 of 1997; 42 of 2003; 1087 of 2003; 1387 of 2003; 103 of 2003 (2nd Ex. Sess.); 2151 of 2005; 823 of 2007; and 1573 of 2007), It shall be the policy of NAESC to require statewide and nationwide criminal record checks upon initial employment of any non-certified personnel. These must be in accordance to the laws of the state and rules and regulations of the Arkansas Department of Education.
 - b. It is not the policy of the Northcentral Arkansas Education Service Center to pay the fee required for the criminal record check required before employing a new classified employee. Prospective employees are responsible for paying the required fee.

JOB ASSIGNMENTS

Assignment of duties is on a Cooperative-wide basis and not restricted to one office or location. Duty assignments are made by the Director or designee.

CALENDAR AND HOLIDAYS

A calendar of holidays for the new fiscal year will be submitted for board approval by the director no later than the June Board of Directors' meeting. A calendar year of working days shall be as follows:

12-month contract 240 days

10-month contract 210 days

9.5-month contract 198 days

NAESC HOLIDAY

2011-2012 2012-2013

Holiday

Independence Day

Labor Day

Thanksgiving

Christmas

President's Day

Spring Break

Good Friday

Memorial Day

Approved on May 2, 2012

Date

July 4, 2012

September 3, 2012

November 21-23, 2012

December 21, 2012-January 1, 2013

February 18, 2013

March 18-22, 2013

March 29, 2013

May 27, 2013

Salary Schedule

2012-2013 NAESC Salary Schedule

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Wandone Ed Evaluates	48,180	49,730	49.341	49,030	50,580	\$1.100	51,780	62.33 1	B2440	83,860	84.480	54,780	88.280	85,890	58,620	57,180	\$7,720	68,390	28,090	59,440	50.164
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COMPLICATION Level 2 "	36,404	37.004	37,004	38,204	28,614	38,404	40,004	40,604	41,201	41,204	42.4D4	5200	43,504	44,204	44204	45,404	45.004	48,604	47,204	47.A0e	48.404
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Computer Years Land 494?	40,484	41,084	41,684	42,284	42,824	45,434	44.084	44.684	45,204	65,864	45,484	47,984	47,584	48,284	43 844	49,484	50,014	BOLEGA	01,284	61.884	92,484
Minoral Vision Tencher	28,400	38,900	30,400	20.200	40,400	40,400	40,400	40,430	40,400	40,400	48,430	40,400	40,400	49,400	40,400	40.000	40 A00	40,420	40,400	10,400	40,400
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^{*} Raises Steps confingent upon base funding increase on an annual beals.

BASE SALARY SIZE & NUMBER OF INCREMENTS

At the Board's discretion and depending upon funds available, changes in the salary schedule can be made by:

- 1. Changing the base salary
- 2. Changing the fringe benefits
- 3. Across-the-board increases
- 4. Adding increments for experience and additional education. July 13, 2001, the board voted to accept up to 5 years of previous non-coop certified teaching experience for placement on the salary schedule. This will be in effect July 1, 2001. Act 1768 of 2003 requires the payment to teachers for all years of prior in-state teaching experience. This will be applied to the schedule where applicable.
 - A. A certified employee may receive all documented prior years of education-related experience as allowed and governed by A.C.A. 6-17-2403 (Act 2307 of 2005; revised Act 19 of 2006).
 - B. A classified employee may receive all documented prior years of co-op or education-related experience credit that is related to the employee's present job assignment on the salary schedule.
 - C. An employee may receive up to five years of documented non-co-op or non-educational experience credit for working in a job that is specifically related to the employee's present job assignment.

Documentation of previous employment and job duties shall be a requirement before credit will be allowed. All determinations of allowable/non-allowable credit shall be made by the director or his/her designee and be solely at his/her discretion.

PAYDAYS
NAESC employees will be paid on the 25th of each month unless the 25th falls on a weekend or holiday. In that case, payday will be on the last working day before the 25th.

FLEX WORK SCHEDULES

The normal hours of work are from 8:00 A.M. to 4:00 P.M. (with 30 minutes for lunch included) Monday through Friday (except when job requirements make it necessary to vary this schedule). The director/designee may determine that an alternate temporary work schedule be followed either collectively or on an individual basis. Any exceptions to the regular work schedule must have <u>prior approval</u> by the director or designee. It is the policy of NAESC that employees, falling under the Fair Labor Standards Act, work no overtime hours. Failure to comply may result in termination. Flex-Work schedule request forms must be filed when an individual seeks to alter their normal work schedule. Failure to comply represents an <u>unauthorized</u> absence.

Northcentral Arkansas Education Service Center Flex-work Schedule Request (Individuals)

BEFORE REQUEST DATE

Employee Name:	Date of Request:
Reason for Request:	
Approved:	Disapproved:
Employee Signature	Immediate Supervisor
Director	
AFTER FLEX WORK DAY	
Total Hours Worked:	Worksite:
Date to Take Off:	Hours to Take Off:
Approved:	Disapproved:
Employee Signature	Immediate Supervisor
Director	

RESIGNATIONS

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

Accrued vacation should be taken prior to the effective date of an employee's termination date. However, if this is not feasible, the employee may receive compensation for accrued vacation leave with the director's approval if it is determined that the employee is needed to complete unfinished or needed work. (See Form D in appendices).

Director's Request for Payment of Accrued Vacation Leave At the time of Resignation

I request payment of		accrued vacation pay. It is necessary that						
this employee work to fir	Employee nal day due to	•						
	•							
		- 1 70 - 1						
Employee's Signature		Date						
Director's Signature		Data						
Director's Signature		Date						
Accounting Use:								
	Vacation Days accru	ed						
X	Daily Rate							
\$	Total Compensation							

Evaluations

A job description will be developed for all positions. The director/designee shall provide each staff member a written evaluation at least once each year. The evaluator shall discuss the written evaluation with the person being evaluated and that person shall sign or initial a copy of the evaluation for the director's file. The person being evaluated may add written comments to the evaluation. Evaluation will be conducted in a professional, positive manner.

The objective will be to help identify employee strengths and weaknesses and to offer suggestions for improvement of performance.

The Board of Directors shall, at their discretion, evaluate the Director's work performance.

TERMINATION

Termination or contract non-renewal of employees who are covered by Act 631 of 1991 . . . "Public School Employee Fair Hearing Act" will be dismissed in accordance with this act. Termination of employees who are covered by Act 936 of 1983 will be dismissed in accordance with the Act. . . "The Teacher Fair Dismissal Act of 1983." The term "teacher" as used in the Act will be defined as any person, exclusive of the Superintendent (Director), employed in an Arkansas public school district (Cooperative) that, as a condition of employment, is required to hold a teaching certificate from the Arkansas Department of Education.

Act 7631 of 1991 and Act 936 of 1983 assures due process for all Cooperative employees.

REDUCTION IN FORCE

The co-op board acknowledges its authority to conduct a reduction in force when a decrease in funding from either grant funds, or school contributions, that provide salaries for personnel occurs, or for other reason(s) that make such a reduction necessary or desirable.

The co-op director shall consider the following and make a recommendation to the co-op board:

- Certification or other approval by the Arkansas Department of Education
- Certification and/or Competencies in Multiple Areas
- Advanced Degree(s) in the area of assignment
- Experience in public education or in educational co-ops, both in present situation and total experience
- Performance Evaluations
- Reduction in Grant Funding of the Program
- Reduction in funding from School Participation

Adopted by the NAESC board on June 10, 2004

BENEFITS

LEAVE BENEFITS

Sick Leave

- a. Any employee who works for the cooperative in a regular salaried position shall accrue sick leave. Full-time employees will accumulate eight (8) hours per month for each month of contract. Other employees' sick leave accumulation shall be prorated appropriately.
- b. A maximum sick leave of 120 days may be accumulated by an employee as of June 30th of each year.
- c. Sick leave may be used for only the following purposes:
 - When the employee is unable to work because of sickness, injury or medical, dental or optical treatment.
 - Death or serious illness of a member of the employee's immediate family. Immediate family is defined as the father, mother, sister, brother, spouse, child, grandparent, in-law or any individual acting as a parent or guardian of an employee.
 - Bereavement requests other than those listed when approved by employee's immediate supervisor or the director/designee.
- d. The use of sick leave is contingent upon the occurrence of one of the events listed above. If the event never occurs, the employee is not entitled to the sick leave benefits.
- e. Application for unexpected sick leave is to be filed the day the employee returns to work. Expected sick leave, or appointments, etc., must have prior approval. Employees shall notify their immediate supervisor no later than 8:00 A.M. of the day of absence.
- f. If an employee fails to make proper notification for use of sick leave as provided herein, such absences can be charged to annual leave, personal leave, or leave without pay. Employees' supervisors shall have the right to request a written doctor's certificate in cases of excessive or frequent absences.
- g. Persons who have extended illness or injury must obtain a release form from the doctor to return to work.

Court and Jury Leave

- a. Any employee who is subpoenaed will be entitled to regular cooperative compensation without any deductions from regular salary.
- b. Since deductions in salary are not required when work is missed, the employee is required to refund the NAESC the amount of compensation paid for jury duty.
- c. Reasonable notice shall be given to the director.

Reporting Leave

- a. All types of leave must be reported to the director/designee prior to the requested leave. Emergency situations that prevent prior reporting must be reported immediately upon the employee's return.
- b. The director/designee shall keep an official record of each employee's leave and it will be reviewed by each employee periodically.

Revised 7/13/2001

Annual Leave

- a. Personnel employed in a 12-month position (240 days) will earn one (1) day (8 hours) annual leave per month. Personnel with a 12 month position who work less than 240 days will accumulate annual leave on a prorated basis.
- b. All annual leave is cumulative. However, no employee may have more than 20 days (160 hours) accumulated on June 30th of each year. Any excess over 20 days will be lost if not used as of June 30th each year. Annual leave must have prior approval of the director/designee. Annual leave (more than 10 consecutive days) should be requested six weeks in advance.
- c. Annual leave must be earned before it is used.
- d. The minimum authorized leave amount (of any kind) an employee can use is one-half (1/2) hour.

Revised June, 2009

Personal Leave

a. All 12-month (240 days) employees contracted by the co-op will be granted two (2) personal leave days per year with pay. Persons working in a 12 month position who work less than 240 days will accrue personal leave on a prorated basis. Employees ineligible for annual leave who are employed in positions requiring less than 12 months, will be granted personal leave on a prorated basis of four (4) personal days annually per (198 day) contract rounded to the nearest ½ hour. Personal days are non-cumulative but may be transferred to sick leave if requested in writing on or before June 30th of that fiscal year and upon the approval of the director or his/her designee.

Leave Without Pay

a. It shall be the policy of NAESC that all personal and/or annual leave, or any other appropriate leave relevant to the absence, shall be exhausted before an employee may take leave without pay.

Bereavement Leave

- a. It shall be the policy of NAESC that up to three (3) days of bereavement leave shall be granted to employees upon the death of immediate family members and the approval of the director or his/her designee.
- b. Under special or extenuating circumstances the director or his/her designee may allow an employee to attend funeral services without deduction from the employee's accumulated leave.

SICK LEAVE BANK

a. Participation

At the beginning of each fiscal year, or upon employment, each participating person shall contribute a minimum of one of their sick leave days to a sick leave bank. Each person wishing to join the Sick Leave Bank shall do so by September 15 of each school year on a Sick Leave Bank form submitted to your immediate supervisor. The Sick Leave Bank is completely voluntary.

b. Governance—Sick Leave Bank Committee

A five-member committee will oversee the administration of the Sick Leave Bank with the assistance of the director. The committee will be comprised of personnel who have contributed to the Sick Leave Bank. A chairperson will be elected from the five members of the Sick Leave Bank Committee within two weeks following the election of the committee. The committee will decide on requests based on the committee's rules of operation.

c. Rules of Operation

The Sick Leave Bank Committee will administer the bank according to the following rules:

- (1) Persons who have made contributions to the bank may make withdrawals from the bank and must be currently enrolled. Days cannot be returned to the contributor.
- (2) The SLB days may be used only upon exhaustion of a bank member's accumulated sick leave and accumulated annual or personal leave days.
- (3) Sick Leave Bank days will be granted only in cases of a catastrophic illness or a debilitating injury of a SLB member or immediate family—parents, children or spouse. Requests will be examined on an individual basis and granted or denied by the committee. The SLB Committee reserves the right to make exceptions to this policy in cases involving unusual circumstances. The applicant must provide medical documentation that a catastrophic illness or debilitating injury exists.
- (4) Requests for SLB days will be made on a SLB request form submitted to the chairperson or a member of the SLB Committee or to the immediate supervisor.
- (5) Sick leave grants made from the bank shall be for up to forty (40 days) for an individual applicant per year if the days are available.
- (6) When the Sick Leave Bank accrues a balance of one-hundred twenty (120) days, no further contributions shall be required from members.

- (7) Any SLB member who has been denied days from the bank shall have a right to request a convening of the committee for the purpose of making a personal appeal.
- (8) When the Sick Leave Bank accrues a balance of one-hundred twenty (120) days, a person who has been a member of the Sick Leave Bank shall not be required to, but may contribute sick leave days, until such time as the accumulated days in the Sick Leave Bank are considered by the committee to be deficient.
- (9) Any member who has used the maximum number of days shall not be required to contribute to the bank again until the full membership contributes to the bank.
- (10) The Sick Leave Bank Committee, with the director's approval, has the right to consider any member-in-good-standing's request and grant approval of such request in extenuating circumstances not referred to in Number 3.

Reference: ACT 818 of 1989.

FAMILY MEDICAL LEAVE

The Northcentral Arkansas Education Service Center recognizes that employees, on occasion, need extended leave time in order to acre for themselves in the event of serious personal illness or to provide care for an immediate family member with a serious illness. Therefore, pursuant to the provisions of the Family and Medical Leave Act of 1993, the Northcentral Arkansas Education Service Center Board of Directors instructs the Executive Director to implement procedures to provide family and medical leave to all eligible employees.

1. Eligibility

- a. In compliance with the Family and Medical Leave Act (FMLA) of 1993, Northcentral Arkansas Education Service Center 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 Northcentral Arkansas Education Service Center for at least one year and must have worked 1,250 hours over the previous twelve months.

2. Application for Family Medical Leave

- 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 the application for FMLA. The certification must verify the need for leave and the estimated length of 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, 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 of 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 Northcentral Arkansas Education Service Center may require a second medical opinion and periodic re-certification at its own expense. If the first and second medical opinions differ, the Northcentral Arkansas Education Service Center, 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.

3. Length of Leave

- a. An eligible employee of the Northcentral Arkansas Education Service Center is entitled to a total of 12 work weeks of leave during a "rolling" twelve-month period measure 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 a birth or adoption of a child expires at the 12-month period beginning on the date of the birth of the child or the placement of the child. Any leave must be concluded within this one-year period.
- c. Spouses employed by the Northcentral Arkansas Education Service Center are limited to a total of 12 weeks combined leave for the birth or adoption of a child or the care of a sick parent.

4. 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 health 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.

5. Reporting Requirement During Leave

Employees on FMLA 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.

6. 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. For an instructional employee who begins leave more than five weeks before the end of a term, the employer may require the employee to continue taking leave until the end of the term.
- c. 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.
- d. An employee taking FMLA leave is entitled to be returned to his or her previous position or to "an equivalent position".
- e. In the event that an employee is unable to return to work, the director will make a determination at the time as to the documentation needed for a severance of the employee's contract due to an inability of the employee to fulfill the responsibilities and requirements of the contract.

HEALTH INSURANCE BENEFITS

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.

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.

DENTAL INSURANCE BENEFITS

NAESC provides dental insurance to all employees through Delta Dental Insurance.

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

FLEXIBLE BENEFIT 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.

403(B) TAX DEFERRED ANNUITY

Employees may participate in a Salary Reduction (Elective Deferral Only) Tax sheltered annuity.

RETIREMENT

Employees that have a contract that extends 180 days or more are required by law to participate in the state sponsored teacher's retirement system as contributory members. Those employees with a shorter contract time than 180 days and employees who are presently non-contributory members have a one-time, irrevocable option to become contributory members. Allowable changes must be requested by June 30th prior to the affected contract year.

REVISED 7/1/2012

WORKER'S COMPENSATION

All employees are covered by Worker's Compensation for accidents sustained while performing duties related to their jobs at the cooperative.

The director shall provide assistance where necessary to any employee in filing for benefits under this program.

POLICIES

TELEPHONE USAGE

All personal calls made from the cooperative must be charged to you home number or personal calling card. No personal calls are to be charged to the cooperative phone.

DRUG POLICY

In an effort to create a healthy environment for staff members, and in compliance with the provisions of Public Law 101-226, the Board of Directors of NAESC prohibits the possession, uses, or distribution of illegal drugs and/or alcohol by its employees on NAESC property.

Illegal manufacture, distribution, dispensation, possession or use of narcotics, drugs, alcohol, or controlled substances during working hours on NAESC property constitutes conduct unbecoming to an employee and is prohibited. An employee shall not report to work or work after having used any prohibited drug. Compliance with this regulation is a condition of employment and any employee in violation will be subject to disciplinary action, up to and including discharge. Compliance with the standards of conduct stated in this 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(ies) and offer full cooperation of the Northcentral Arkansas Education Service Center in an investigation.

Employees are encouraged to seek treatment and/or counseling for drug problems. NAESC will not assume any expenses incurred in counseling or attendance in a drug/alcohol program. (INFORMATION ABOUT DRUG AND ALCOHOL COUNSELING, REHABILITATION AND RE-ENTRY PROGRAMS ARE AVAILABLE IN THE DIRECTOR'S OFFICE).

However, a request for assistance by an employee after violating this regulation will not affect the imposition of disciplinary action.

CONFERENCES AND VISITATION

The Board authorizes the Director to grant professional employees time to engage in educational activities related to the goals and needs of the cooperative without pay reductions. The number of absences allowable for such activities shall be at the discretion of the Director.

TRAVEL POLICY

Travel regulations are designed to reimburse the traveler for certain expenses within <u>certain limits</u> when traveling on official business from the Northcentral Cooperative. Please keep in mind that only official business expenses are reimbursable.

 MEALS. Meals will be reimbursed on a per diem basis for approved travel out of the coop area. Reimbursement will be for incurred expenses up to the maximum rates based on the following chart:

Meal Allowance	In-State	Out-of-State
Breakfast	\$6	\$8
Lunch	\$10	\$12
Dinner	\$16	\$22
Total	\$32	\$42

On the day of departure and the day of return, as indicated and pre-approved on the travel request form, the traveler may only claim incurred expenses of up to 75% of the per diem amount. Receipts for meals and incidental expenses will not have to be provided, however, travel request forms with mileage, hotel information, and event information must be provided IN ADVANCE for approval. No per diem amount will be allowed for the meals provided by the meeting or conference attended. A gratuity of up to 15% may be included for reimbursement; however the gratuity must fall within the per diem amount. The per diem amount will not be increased by adding gratuity. Note: In case of a substantially increase in travel expenses, the director or his designee, may require reimbursements based on actual costs with receipts required.

LODGING. Actual expenses for lodging will be reimbursed (with proper receipts) upon prior approval of the director/designee. If there is no motel receipt, or the costs are being directly billed to NAESC, the name of the motel must be typed or printed on the TR-1 form above the name of the town visited

Meals and lodging cannot be claimed within the NAESC service area, unless a special event is approved for payment by the director or his/her designee.

2. Current mileage allowance for <u>privately owned vehicles</u> when the traveler is traveling on official business for the cooperative is the rate at which other state agencies are reimbursed (effective July 1, 2004). The shortest highway route should determine the mileage. Mileage is calculated from your official station to the destination or from the traveler's residence to the destination, <u>whichever is less</u>. The mileage chart adopted by NAESC, or miles calculated on a computer using Google Maps must be used for determining mileage instead of odometer reading.

(The traveler must provide the insurance on his/her privately owned vehicle and include the following statement on the TR-1 form "I hold a valid Arkansas driver's license # and maintain liability insurance coverage on the automobile that I drive with minimum limits of 25,000/50,000/15,000.)

Vicinity mileage claimed should be listed separately in the "to and from" column on the TR-1 form.

Claims for reimbursement should be entered on the TR-1 form on a daily basis and only after expenses are incurred. Prepaid travel expenses are not allowed i.e. claiming expenses before a trip is made on your TR-1.

NAESC assumes no responsibility for any maintenance, operational cost, accidents, fines or tolls incurred by the owner of a vehicle while on official business for the state.

Car-pooling is strongly encouraged whenever possible. If one or more travelers are transported in the same vehicle, only the owner of the vehicle can claim mileage reimbursement.

- 3. Expense for telephone calls claimed on a TR-1 can be for official business <u>only</u> and should be used only when absolutely necessary.
- 4. Travelers using commercial airlines will utilize only coach accommodations, except in those instances where first-class accommodations would be more economical for the Co-Op i.e. coach availability would require and overnight stay.
- 5. For out-of-state travel, reimbursement shall be the lesser of coach class air as opposed to reimbursement for driving at NAESC rate per mile.
- 6. Expenditures for entertainment, tips, flowers, valet services (except pre-approved parking services), gifts, laundry, alcoholic beverages or other similar expenses are not reimbursable.
- 7. Claims for expenses for educational supplies, postage, books, magazines, etc. are not entered on the TR-1 form. Requests for the purchase of these items should be on Purchase Request forms.
- 8. A request for a reimbursement more than 60 days old is not allowed.
- 9. When filling out TR-1 form for reimbursement included complete address, zip code, title of individual, drivers license number and car license if reimbursement for mileage.
- 10. Claims for travel must be from official station to destination or from home to destination, whichever is shortest route.
- 11. Before an employee can claim reimbursement for meals and lodging an official station must be established by the travel supervisor.
- 12. Any claims for reimbursements when employee uses a NAESC vehicle is not allowed. Actual cost of out-of-pocket gasoline or other expenses may be reimbursed and must be documented/receipted.
- 13. Direct billing with hotels is allowed only with prearranged hotels.

REMEMBER: YOU ARE RESPONSIBLE FOR YOUR TR-1. THEY ARE AUDITED CLOSELY SO JUST DO THE RIGHT THING. YOUR TRAVEL SUPERVISOR SHOULD NOT HAVE TO CORRECT THEM.

TRAVEL REQUEST FORM AND TR 1 FORM WILL BE SENT TO YOU ELECTRONICALLY TR1 FORMS ARE DUE TO THE DEPUTY DIRECTOR BY CLOSING TIME ON THE FIRST WORKING DAY OF THE MONTH.

REVISED 6/11/08

UNUSED SICK/ANNUAL LEAVE POLICY

Northcentral Arkansas Education Service Center recognizes the importance of the employee's contribution to the workplace. It is because of this recognition that NAESC allows the following options for employees with sick and/or annual leave that they do not use.

If an employee has annual leave that is not used by June 30 of the current year, upon request, the annual leave may be transferred to sick leave. The request must me made to the director/designee in writing and approved prior to the June 30 deadline.

Upon retirement employees may apply for reimbursement of unused sick leave accumulated by the employee for up to one-hundred twenty (120) days at a rate of \$50.00 per day. Additionally, if the employee accumulates one-hundred twenty (120) days and continues to work, the employee may apply for reimbursement for all days accumulated over one-hundred twenty (120) days at the same above rate. The application for each reimbursement must be made to the director/designee and approved before June 30 of the current fiscal year. To become eligible for these benefits, the employee must have worked for NAESC for a minimum of the last five (5) consecutive years. If the employee requesting reimbursement is paid salary from grant funds, the reimbursement must be paid from those funds whenever possible. Proper planning for these reimbursements is required in advance or the reimbursement may be denied by the director or his/her designee.

NAESC Annual Leave Rollover Form

Date:	School Year:
Employee Name:	
I would like to rollover	hours of annual leave into sick leave.
Signature:	
Supervisor's Signature:	
Director's Signature:	

Request for Payment of Unused Sick Leave

l,	, request payment of	_ days accrued sick leave
Employee's Signature		Date
Director's Signature		Date
Accounting Use:		
	Sick Days accrued	
X	\$50.00	
\$	Total Compensation	
Date Paid:	_	

COURT AND JURY DUTY

Any employee who is subpoenaed will be entitled to regular cooperative compensation without any deductions from regular salary.

Since deductions in salary are not required when work is missed, the employee is required to refund the NAESC the amount of compensation paid for jury duty.

Reasonable notice shall be given to the director.

NORTHCENTRAL ARKANSAS EDUCATION SERVICE CENTER

The following information is included in NAESC's Personnel Policy Manual.

Acceptable Use of Electronic Equipment

NAESC employees are permitted limited use of office equipment for personal needs as long as the use does not interfere with official business and involves minimal additional expense to the Co-Op.

E-Mail

Use of email for non-NAESC business is authorized if its use:

Does not interfere with the mission or operation of NAESC.

Takes place outside the employee's official duty time.

Involves minimal additional expenses to NAESC such as small amounts of toner, ink or paper and minimal data storage or transmission impacts such as emails with small attachments.

Inappropriate use of email would include but not be limited to:

Forwarding chain letters or mass mailings of any type.

Large attachments or video or sound clips.

Illegal, inappropriate or offensive subject matter.

Commercial, business or for profit activities.

Fundraising, lobbying, political activity or endorsements.

When using email for non-Co-op business, employees do not have a right, nor should they have an expectation of privacy at any time, including accessing the Internet and using email. Employees who wish their private activities to remain private should avoid using Cooperative property. NAESC is not liable for any actions associated with any use of NAESC property for non-Co-op business.

This policy exists to help maintain a professional work environment, ensure maximum availability of NAESC resources and to reduce unnecessary distractions to the conduct of NAESC business.

Use of Internet

It is unacceptable for a user to use, submit, publish, display, or transmit on the network or on any computer system any information which:

- Violates or infringes on the rights of any other person, including the right to privacy;
- Contains defamatory, false, inaccurate, abusive, obscene, pornographic, profane, sexually oriented, threatening, racially offensive or otherwise biased, discriminatory, or illegal material;
- · Violates agency regulations prohibiting sexual harassment;
- Inhibits other users from using the system or the efficiency of the computer systems;
- Encourages the use of controlled substances or uses the system for the purpose of criminal intent:
- Uses the system for any other illegal purpose.

It is also unacceptable for a user to use the facilities and capabilities of the system to:

- Transmit material, information, or software in violation of any local, state or federal law;
- Conduct any non-governmental-related fund raising or public relations activities;
- Engage in any activity for personal gain or personal business transactions, such as buying or selling of commodities or services with a profit motive.

Use of Instant Messenger Services

Use of "unofficial" (Yahoo, AOL, etc.) instant messenger services is prohibited.

STATEMENT TO BE USED AS BANNER PAGE BEFORE USERS LOGIN

You do not have the right to privacy while using any NAESC office equipment, including Internet or email services. Furthermore, your use of NAESC office equipment, for whatever purpose, is not secure, private or anonymous. While using NAESC office equipment, your use may be monitored or recorded. If NAESC office equipment or services are involved at any point in the transmission or receipt of personal information, then this policy applies and your use may be monitored. For example, if you use a NAESC PC to read or respond to personal email sent to you at a non-Government email address (e.g., AOL, Yahoo); your use may be monitored.

CIPA Compiance

- o Technology Protection Measures are in place and used for all Internet Access
- o Monitoring of Internet usage for minors and adults is policy
- o Internet Safety Training is to be provided to minors and addresses:
 - Appropriate online behavior
 - Cyberbullying awareness and response
 - · Social networking sites
 - Chat rooms

EQUIPMENT DISPOSAL

When property or equipment owned by NAESC becomes obsolete, is replaced or is non-operable, and has been retired or approved by the board of directors to be retired from the fixed record, these shall be the procedures for disposal of the property or equipment:

- 1. If the property or equipment is determined to be broken or non-working, it will be disposed of by either giving it away or by placing it in the trash dumpster
- 2. If the equipment has been replaced and is not being used, or has been determined to be obsolete, but is still usable, the following apply:
 - a. The items will be advertised one time in a paper with local distribution, indicating a description of the property/equipment, the time that sealed informal bids will be taken, the date and time the bids shall be opened, and the time frame in which the property/equipment must be removed from the co-op.
 - b. Informal sealed bids will be taken in the time frame advertised by the paper.
 - c. Bids will be opened at a regular or special board meeting by the president of the board.
 - d. The board shall have the right to accept the highest bid or to reject all bids.
 - e. Employees of NAESC or the board shall not be prohibited from submitting a sealed bid for the property or equipment publicly advertised.
- 3. If no acceptable bid is obtained, the respective departments shall properly dispose of the property in a way that will best benefit the co-op.

EMPLOYEE HANDLING OF DEBT

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

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

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

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

Adopted by NAESC board on May 20, 2005.

Itinerant Personnel Policy

The Board of Directors of the Northcentral Arkansas Education Service Cooperative has adopted two criteria to qualify a person to be hired as an itinerant employee through the Northcentral Cooperative. They are:

- 1. The person or position hired must serve two or more districts; or
- 2. The person or position hired may serve only one district if the salary required to purchase the services of the person is outside the district's salary schedule.

Itinerant personnel serving only one district shall not serve under the personnel policies of Cooperative, but the personnel policies and procedures of the district, except for the district's salary schedule, shall become part of that person's contract.

Classified or non-certified personnel may not be employed to serve only one district.

Adopted May 18th 2011

GRIEVANCES

All employee grievances will first be expressed to the supervisor and it will be the responsibility of the supervisor to resolve the problem, if possible.

If the grievance is not resolved at this point, a grievance form is filled out where every complaint is described in detail. Once the grievance form is filled out it can be turned in directly to the Director.

When the grievance form is received by the Director, a meeting date will be set within three (3) working days for a meeting with the complainant employee in an attempt to resolve the grievance.

If the complainant is not satisfied, the grievance will be presented to the governing board for resolution. The decision of the governing board is final.

<u>Step i</u>	<u>FORM A</u>
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:	

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		Form C
BOARD OF I	DIRECTOR'S APPEAL	
From:		, Grieving Person
То:	Cooperative Board of Directors	
Subject:		
Date:		
Attach: Griev	ance Report (Form A) and Appeal (Form B)	
Step 6		
BOARD OF I	DIRECTOR'S RESPONSE	
Date Second	Appeal Received	
Date of Resp	onse to Second Appeal:	
Response to	Second Appeal:	
Signature of I	President, Board of Directors	
orginature of t	r resident, board of bilectors	
Date		