

# PERSONNEL POLICIES MANUAL

2019/2020



Board Approved May 8, 2019 with updates June 27, 2019 and July 24, 2019

Board President:

*Dwayne W. Wainwright*

Board Secretary:

*DW*

### **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  
Norfolk  
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 (2<sup>nd</sup>) 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. Duties of Board of Directors

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 co-op. 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 statutes;



- 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. Teacher Center Committee

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**

No employee in the Northcentral Arkansas Education Service Cooperative shall, on the basis of race, color, creed, religion, sex, age, disability, national origin or similar personal distinction, be denied the benefits of, or be subjected to discrimination in regard to employment, retention, promotions, transfer or dismissal in any educational program or activity under the jurisdiction of the board of directors. In accordance with Arkansas Law, applications from veterans of the United States Armed Forces and spouses of deceased veterans of the United States Armed Forces will be given preference. Disabled veterans of the United States Armed Forces will be given double the preference of the other two categories as required by law.



## 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. Contracts not returned within thirty (30) days will be considered a resignation from the position. 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 (2<sup>nd</sup> 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.

## 2019-2020 Coop Calendar

<u>Holiday</u>	<u>Date</u>
Independence Day	July 4, 2019
Labor Day	September 2, 2019
Thanksgiving	November 25-29, 2019
Christmas Break 2020	December 23-January 2,
Spring Break	March 23-27, 2020
Memorial Day	May 25, 2020

APPROVED ON May 8, 2019

  
BOARD PRESIDENT

  
BOARD SECRETARY



BOARD PRESIDENT

*Dwayne Rame*

BOARD SECRETARY

*[Signature]*

2019-20 PROPOSED SALARY SCHEDULE

6-27-19 APPROVED

Years of Experience	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
<b>CERTIFIED/SUPERVISOR</b>																					
LEA Sp Ed Supervisor	53543	54143	54743	55343	55943	56543	57143	57743	58343	58943	59543	60143	60743	61343	61943	62543	63143	63743	64343	64943	65543
CTE Coordinator	52283	52883	53483	54083	54683	55283	55883	56483	57083	57683	58283	58883	59483	60083	60683	61283	61883	62483	63083	63683	64283
Program Coordinator	53543	54143	54743	55343	55943	56543	57143	57743	58343	58943	59543	60143	60743	61343	61943	62543	63143	63743	64343	64943	65543
Early Childhood Coord.	59083	59683	60283	60883	61483	62083	62683	63283	63883	64483	65083	65683	66283	66883	67483	68083	68683	69283	69883	70483	71083
<b>CERTIFIED/NON-SUPER</b>																					
Literacy Specialist	50929	51529	52129	52729	53329	53929	54529	55129	55729	56329	56929	57529	58129	58729	59329	59929	60529	61129	61729	62329	62929
Math Specialist	50929	51529	52129	52729	53329	53929	54529	55129	55729	56329	56929	57529	58129	58729	59329	59929	60529	61129	61729	62329	62929
Science Specialist	50929	51529	52129	52729	53329	53929	54529	55129	55729	56329	56929	57529	58129	58729	59329	59929	60529	61129	61729	62329	62929
G/T Coordinator 1.0 FTE	36516	37116	37716	38316	38916	39516	40116	40716	41316	41916	42516	43116	43716	44316	44916	45516	46116	46716	47316	47916	48516
<b>NON 12 MONTH</b>																					
Speech Pathologist 195 days	45547	46147	46747	47347	47947	48547	49147	49747	50347	50947	51547	52147	52747	53347	53947	54547	55147	55747	56347	56947	57547
Teachers 195 days	37315	37915	38515	39115	39715	40315	40915	41515	42115	42715	43315	43915	44515	45115	45715	46315	46915	47515	48115	48715	49315
Teachers/MSE 195 days	41416	42016	42616	43216	43816	44416	45016	45616	46216	46816	47416	48016	48616	49216	49816	50416	51016	51616	52216	52816	53416
SPS 200 days cert	43087	43687	44287	44887	45487	46087	46687	47287	47887	48487	49087	49687	50287	50887	51487	52087	52687	53287	53887	54487	55087
BSS 200 day classified	54634	55234	55834	56434	57034	57634	58234	58834	59434	60034	60634	61234	61834	62434	63034	63634	64234	64834	65434	66034	66634
PT or OT Asst 180 days	44927	45527	46127	46727	47327	47927	48527	49127	49727	50327	50927	51527	52127	52727	53327	53927	54527	55127	55727	56327	56927
PT & OT Asst 180 days	50873	51473	52073	52673	53273	53873	54473	55073	55673	56273	56873	57473	58073	58673	59273	59873	60473	61073	61673	62273	62873
Teaching Assist 210 days	20975	21575	22175	22775	23375	23975	24575	25175	25775	26375	26975	27575	28175	28775	29375	29975	30575	31175	31775	32375	32975
Itinerant Vision Teacher	39366	39866	40366	40866	41366	41866	42366	42866	43366	43866	44366	44866	45366	45866	46366	46866	47366	47866	48366	48866	49366
Itinerant Vision Teacher/MSE	43825	44325	44825	45325	45825	46325	46825	47325	47825	48325	48825	49325	49825	50325	50825	51325	51825	52325	52825	53325	53825
Physical/Occup Therapist	64738	65338	65938	66538	67138	67738	68338	68938	69538	70138	70738	71338	71938	72538	73138	73738	74338	74938	75538	76138	76738
<b>CLASSIFIED (12 Month)</b>																					
Bookkeeper	30030	30630	31230	31830	32430	33030	33630	34230	34830	35430	36030	36630	37230	37830	38430	39030	39630	40230	40830	41430	42030
Administrative/Bkpgg Asst	26894	27494	28094	28694	29294	29894	30494	31094	31694	32294	32894	33494	34094	34694	35294	35894	36494	37094	37694	38294	38894
Media Manager/PD Asst	25326	25926	26526	27126	27726	28326	28926	29526	30126	30726	31326	31926	32526	33126	33726	34326	34926	35526	36126	36726	37326
Sec/Parapro-Degree	23234	23834	24434	25034	25634	26234	26834	27434	28034	28634	29234	29834	30434	31034	31634	32234	32834	33434	34034	34634	35234
Sec/Parapro-Non-Degree	21666	22266	22866	23466	24066	24666	25266	25866	26466	27066	27666	28266	28866	29466	30066	30666	31266	31866	32466	33066	33666
Computer Tech Level 1	32122	32722	33322	33922	34522	35122	35722	36322	36922	37522	38122	38722	39322	39922	40522	41122	41722	42322	42922	43522	44122
Computer Tech Level 2	38396	38996	39596	40196	40796	41396	41996	42596	43196	43796	44396	44996	45596	46196	46796	47396	47996	48596	49196	49796	50396
Computer Tech Level 3/BS	40487	41087	41687	42287	42887	43487	44087	44687	45287	45887	46487	47087	47687	48287	48887	49487	50087	50687	51287	51887	52487
Computer Tech Level 4/MS	42579	43179	43779	44379	44979	45579	46179	46779	47379	47979	48579	49179	49779	50379	50979	51579	52179	52779	53379	53979	54579

1. Increments are contingent upon grant monies available. 2. Continued employment based on participating districts or state monies available. 3. EC Program Mgr. stipend is \$2,000.00 per year.



## **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 20<sup>th</sup> of each month unless the 20<sup>th</sup> falls on a weekend or holiday. In that case, payday will be on the last working day before the 20<sup>th</sup>.

Adopted by the NAESC Board February 15, 2013



## **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 prior approval 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 unauthorized absence.

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

**BEFORE REQUEST DATE**

Employee Name: \_\_\_\_\_ Date of Request: \_\_\_\_\_

Date Flex Accrued: \_\_\_\_\_

Reason for Request: \_\_\_\_\_

Approved: \_\_\_\_\_

Disapproved: \_\_\_\_\_

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

\_\_\_\_\_  
Assistant Director

**AFTER FLEX WORK DAY**

Total Hours Worked: \_\_\_\_\_

Worksite: \_\_\_\_\_

Date to Take Off: \_\_\_\_\_

Hours to Take Off: \_\_\_\_\_

Approved: \_\_\_\_\_

Disapproved: \_\_\_\_\_

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

\_\_\_\_\_  
HR/FLEX Posted

**\*\*AFTER FLEX WORK DAY MUST BE TAKEN 5 DAYS FROM THE FLEX ACCRUED DATE\*\***



## 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 on the following page).

**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 final day due to

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

Accounting Use: \_\_\_\_\_

\_\_\_\_\_  
Vacation Days accrued

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

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



## **EVALUATIONS**

A job description has been 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/designee'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 Director of the Co-op shall be evaluated annually by the board in writing.

Revised by the Cooperative Board on May 15, 2013.

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



## TRANSFER, REDUCTION IN FORCE, PROGRAM ELIMINATION

### A). Transfer

1. The Board may transfer/reassign any itinerant employee, as defined in these policies, upon the recommendation of the Director when in the best interest of the cooperative to do so. Such transfers shall not be arbitrary, capricious, or discriminatory.
2. The Board may also consider and may grant a requested transfer if the employee so requesting possesses the required qualifications for the desired position and if a vacancy in such position exists. All requests for voluntary transfers shall be carefully considered and reviewed on a nondiscriminatory basis.

### B). Reduction in Force

1. The Northcentral Arkansas Education Service Cooperative is an entity whose charge is to administer programs that benefit member districts. As such, the cooperative has no independent funding source. Rather, it administers various programs that are accepted by the Governing Board. In the course of the administration of these programs, personnel may be hired, equipment purchased, and other attendant costs necessary for success may be expended. Several factors must be in place for the Board to consider acceptance of a program's administration, the most important of which is an adequate funding mechanism.

All personnel contracts drawn between the Cooperative and an employee shall contain a statement to the effect that the personnel contract shall become null and void at any point in its existence when funding from the source ceases to exist, whether it be a state grant or funding from the local school districts.

The Governing Board of the Northcentral Arkansas Education Service Cooperative acknowledges its authority to conduct a reduction in force (RIF) when a decrease in grants, school participation 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 NAESC 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, upon approval of the Board, when the Co-op Director determines it is advisable to do so and shall be effected through non-renewal, termination, or both. A reduction in force will be conducted by evaluating the needs and long- and short-term goals of the cooperative and its programs, and its member districts, and by examining the staffing of the cooperative at each site, program, and in each licensure areas.

### Definitions

Site: Site means the school district where a program is located; if the program is not located at a school district, site shall mean the administrative offices of the NAESC, or the location established by the NAESC Board for the Program.

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

#### C) 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

#### **D) Reduction In Force procedures are separated into the two employee classifications: Certified and Classified.**

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

*For Classified Employees:* 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.**

*For all employees affected by the RIF:*

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

#### **Certified Employee Points**

- Years of service in the cooperative – 1 point per year

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

- 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 point apply)

Master's degree – 2 points

Master's degree plus thirty additional hours – 3 points

Educational specialist degree – 5 points

Doctoral degree – 6 points

- College class passed in the last 5 calendar years taken at the request of the cooperative director – 1 point
- 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<sup>st</sup> of the current school year. Each employee's points shall be totaled with comparable employees in an area considered for RIF, ranked by the total points from highest to lowest. All employees employed in an area considered for RIF shall receive a listing of classified personnel with corresponding point totals. Upon receipt of the list, each employee has ten (10) working

days within which to appeal his or her assignment of points with the cooperative director whose decision shall be final.

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

### **Classified Employee Points**

- Years of service in the cooperative – 1 point per year

All classified position years in the cooperative count including non-continuous years.

Working fewer than 120 days in a school year shall not constitute a year.

- Teacher licensure relevant or helpful as determined by the cooperative director (even if not required) for the present job assignment – 3 points
- Associate Degree – 2 points
- Child Development Associate License – 1 point



# BENEFITS

## LEAVE BENEFITS

### Sick Leave

- a. Any employee who works for the cooperative in a regular salaried position shall accrue sick leave. Employees will accumulate eight (8) hours per month for each month of contract. (Revised May 8, 2019)
- 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, ect., 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 with a contract that is, or would have been 240 days on July 1, will be allowed to earn annual leave at the rate of (1) day (8 hours) annual leave per month of contracted time. (Contract payouts will be calculated on a daily rate of ninety-six (96) hours to two hundred forty (240) workdays).
- b. All annual leave is cumulative. However, no employee may have more than 20 days (160 hours) accumulated on June 30<sup>th</sup> of each year. Any excess over 20 days will be lost if not used as of June 30<sup>th</sup> each year. Annual leave must have prior approval of the director/designee. Annual leave (more than 5 consecutive work days) should be requested four 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.



## Personal Leave

(Revised May 22, 2015)

- a. Personnel employed with a contract that is, or would have been 240 days on July 1, will be allowed two (2) personal leave days per year with pay. Persons hired late, who work less than 240 days, will accrue personal leave on a prorated basis for that year.
- b. Full time employees ineligible for annual leave will be granted personal leave at four (4) days annually. Part time employees will be granted personal leave at two (2) days annually. (Revised May 8, 2019)
- c. 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.

## One Hour Off Cards

- a. For those employees whose leave is held at NAESC, the Cooperative gives "One Hour Off Cards" on birthdays and on 5-year incremental employment anniversaries. Use of each card will require a supervisor's prior approval.

## Bereavement Leave

- a. It shall be the policy of NAESC that up to five (5) days of bereavement leave with full pay shall be granted to employees upon the death of immediate family members and the approval of the director or his/her designee. Immediate Family for this instance is Spouse, Father, Mother, Children, Brothers and Sisters.
- b. Two (2) days leave with full pay is allowed for employees who have deaths including Father in-law, Mother in-law, brother in-law, sister in-law, son in-law, daughter in-law, grandchildren and grandparents.
- c. One (1) day leave with full pay is allowed for employees who have death in the family which includes, aunts, uncles, first cousins, grandparent in-laws, nieces and nephews.
- d. A maximum of one-half leave, with full pay, is allowed for a representative from a school to attend the funeral of a school student or faculty member's spouse or child.
- e. Leave requests by employees to attend out of town funerals, or funerals for non-family members may be granted under special or extenuating circumstances by the

director or his/her designee without deduction from the employee's accumulated leave.

Revised May 22, 2015

## **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 chairperson will address the committee members by email and present any request for slb leave within 10 days of the request. After reading the request, the members may make a decision based upon the responses from the committee members, or decide that a meeting should be called at this time to discuss the issue in more detail. Voting shall be done directly to the chairperson by email. 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, accumulated annual leave and personal leave days if applicable.
- (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. Upon request, 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) The sick bank committee may grant from the bank up to  $\frac{1}{2}$  the total number of sick days accumulated by the requesting member at the end of the prior year for an individual applicant per year if the days are available.
- (6) If additional days are needed for catastrophic or extenuating circumstances above the maximum allowed authority of the committee, board of director approval will be required. A written request shall be made to the director with an explanation of the need before the request will be considered by the board. The days must be available in the bank.
- (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 (100) 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.

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 care 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 Arkansas Blue Cross and Blue Shield.

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 30<sup>th</sup> 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



## FINANCIAL POLICIES

It is the policy of the Northcentral Cooperative to conduct business transactions with Purchase Orders (PO's). Purchase Requests shall be made by the employee to their immediate supervisor or the Director. Approval must be obtained before purchases can be made. A person other than the author of the PO must verify that the merchandise was received by signing the packing/invoice. PO's are approved by the Assistant Director and the Director of the Cooperative. Regular recurring monthly bills do not require a PO.

When using the Coop credit card or making online purchases, a PO with receipt/print out of the order should be turned into the Bookkeeping Department by the next business day after using the credit card or making an online order. The packing list form online orders can be brought to the Bookkeeping Department upon verification of receipt of items and added to the PO. This is necessary to verify purchases made with the credit card.

(Updated July 2019)

## EXPENSE REIMBURSEMENT

It is the Policy of the Northcentral Cooperative to always welcome guests from the State, as well as other guests, including Legislators. Employees, representing NAESC, shall be reimbursed for expenses incurred for supplies and meals (including tips allowably by law and IRS).



## 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 certain limits when traveling on official business from the Northcentral Cooperative. Please keep in mind that only official business expenses are reimbursable.

1. **MEALS.** Meals will be reimbursed on a per diem basis for approved travel out of the co-op area at \$32 per day and out of state at \$42 per day for overnight stay. Meals provided by the meeting or conference will be deducted from the per diem based on the following chart:

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

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 will not have to be provided, however, travel request forms with mileage, hotel information, and event information must be provided **IN ADVANCE** for approval. 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 privately owned vehicles 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, whichever is less. 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 only 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 made on the mode of travel as determined by the immediate supervisor of the employee/requestee.
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.



14. Receipts for incidental (other) expenses will be required to be attached to the TR1 detailing the expenditure.

**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. EMPLOYEE'S ITINERARIES SHOULD MATCH THE TR-1'S. REIMBURSEMENT MAY BE WITHHELD OR DENIED IF SUPERVISOR HAS NOT PRE-APPROVED TRAVEL ON THE ITINERARY.**

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

REVISED 5/11/2016



## MILEAGE FROM MELBOURNE, AR

CITY	MILES	AMOUNT
Allison	20	\$8.40
Ash Flat	24	\$10.08
*Arkadelphia	189	\$79.38
Bald Knob	65	\$27.30
Batesville	30	\$12.60
*Beebe	90	\$37.80
*Branch	174	\$73.08
Brockwell	7	\$2.94
Calico Rock	20	\$8.40
*Camden	223	\$93.66
Cave City	25	\$10.50
Charlotte	43	\$18.06
Cherokee Village	34	\$14.28
Concord	48	\$20.16
Conway	100	\$42.00
Cord	45	\$18.90
Cushman	19	\$7.98
Desha	36	\$15.12
Eureka Springs	133	\$55.86
Evening Shade	22	\$9.24
*Farmington	170	\$71.40
Fayetteville	164	\$68.88
Floral	54	\$22.68
*Gillham	268	\$112.56
Hardy	36	\$15.12
*Harrisburg	92	\$38.64
*Harrison	90	\$37.80
Heber Springs	63	\$26.46
Highland	31	\$13.02
*Hope	234	\$98.28
Horseshoe Bend	18	\$7.56

## EFFECTIVE July 1, 2019

CITY	MILES	AMOUNT
Hot Springs	175	\$73.50
Hoxie	65	\$27.30
Jonesboro	89	\$37.38
Little Rock	125	\$52.50
Mammoth Spring	44	\$18.48
Maumelle	117	\$49.14
*Monticello	211	\$88.62
Mt. Pleasant	12	\$5.04
Mtn. Home	43	\$18.06
Mtn. View	26	\$10.92
Newark	44	\$18.48
Newport	58	\$24.36
Norfork	34	\$14.28
Oil Trough	47	\$19.74
Paragould	92	\$38.64
*Pine Bluff	166	\$69.72
Pleasant Plains	47	\$19.74
*Plumerville	97	\$40.74
Rural Special/Fox	43	\$18.06
Salem	25	\$10.50
Searcy	76	\$31.92
Southside	36	\$15.12
Sulphur Rock	39	\$16.38
Timbo	39	\$16.38
Viola	30	\$12.60
Violet Hill	9	\$3.78
*Walnut Ridge	66	\$27.72
*West Helena	167	\$70.14
West Little Rock	135	\$56.70
Wilburn	60	\$25.20
Winrock	120	\$50.40

\*Education Cooperatives

Updated by Google Maps 10/9/18

## 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 be made to the director/designee in writing and approved prior to the June 30 deadline.

Upon retirement employees may apply for a one-time 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. Proper planning for these reimbursements is required in advance, or the reimbursement may be denied by the director or his/her designee.

Revised May 11, 2016



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**

I, \_\_\_\_\_, 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.

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## NAESC User Account Review Policy

Account administrators will check user lists, and access permissions for each user account at least quarterly to ensure that users have access rights appropriate for their job functions, and that user access has been revoked for anyone who no longer needs access. This will include access to local computer accounts, email, SIS, FMS, and other systems as determined by co-op staff. Account administrators will log their reviews, and document any changes based on the review.

## 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 USER 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 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 Compliance**

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

### **Cooperative Cellular Phone Usage Policy**

NAESC may authorize a cellular phone for Cooperative personnel use provided appropriate job-related need for such phone exists. It will be the Cooperative Director's discretion whether the job necessitates a cellular phone.

If the employee chooses the use their work cellular device for personal use, NAESC will only pay a prorated share (50% of the monthly bill) 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 monthly for the designated fee and shall be responsible to submit to the Cooperative Business Office a personal check payable to NAESC for all expenses above the designated amount. The personal check shall be made payable within five (5) business days after the employee has received notice of the monthly bill.

Cell phones purchased and/or upgraded by NAESC will be considered the property of NAESC.

## 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 shall hold a contract with the cooperative and serve under the personnel policies of the cooperative. The itinerant will be evaluated by the director or his/her designee. The schedule, calendar, procedures, and other pertinent parts of the personnel policies of the district for whom the person provides services, shall also become part of that person's contract.

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

Adopted May 11, 2016



## **ELECTRONIC TRANSFER OF FUNDS**

The Northcentral Arkansas Education Service Center recognizes the need and importance for the Co-op Treasurer/Bookkeeper to electronically transfer funds. In accordance with Arkansas Code Annotated §6-13-701, as amended by Act 989 of 2011, the Co-op Treasurer/Bookkeeper may electronically transfer funds if:

1. The transfer is initiated by the Co-op; and
2. It is authorized in writing by both the disbursing officer of the board of directors and the director of the co-op.

Adopted by the board on April 10, 2015

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## **ELECTRONIC TRANSFER OF FUNDS**

Transaction limit for each ACH, EFT has been set with the bank.

Total transaction limit per day has been set with the bank.

The Director and Assistant Director are responsible for making any transaction limit changes.

Monthly Payroll and Teacher Retirement ACH's will be verified by a designee outside of the Bookkeeping Dept.

## SEPARATION AND REMOVAL OF EMPLOYEE EMAIL AND OTHER RIGHTS

Upon notification of an employee separating service from NAESC the director or the director's designee will:

- Review the employee records to determine whether if there are any outstanding obligations of the separating employee that must be settled.
- Confirm that all employee email and access accounts have been or will be terminated by the effective date of separation, unless there is a reason not to terminate as determined by the director or his/her designee.
- Verify all obligations of the separating employee have been settled.

Adopted May 22, 2015



## NAESC WIRELESS SECURITY POLICY

All configuration parameters (such as Service Set Identifier (SSID), keys, passwords, etc.) of Wi-Fi access points or bridges that can be changed from default manufacturer settings shall be changed from the default and should be complex.

Wireless access is provisioned through managed, secure, password-protected means and/or via other authentication methods as available and/or necessary. These may include, but not be limited to, Directory Services Integration, RADIUS, Challenge/Response, 802.11x, etc.

NAESC may employ the use of guest network SSIDs without authentication for the purposes of providing connectivity for training and/or limited access use. These SSIDs will be available from 7:30am to 4:30pm Monday through Friday

All wireless transmissions used by NAESC Staff between NAESC managed wireless access points or bridges and clients shall be encrypted utilizing the WPA protocol at a minimum to prevent unauthorized access to the state network. WEP (wireless encryption protocol) shall NOT be utilized due to its multiple security flaws.

Wirelessly transmitted data and credentials granting access to state resources are subject to the SS-70-009 Remote Access Standard and the SS-70-006 Encryption Standard. NAESC searches for and disables rogue Wi-Fi access points to the state network at least quarterly. Wireless networks (Including Bluetooth, Wi-Fi, etc. ) that covered entities may use that are separate from the state network are not subject to this standard. Clients however must still adhere to the SS-70-009 Remote Access Standard and the SS-70-006 Encryption Standard when accessing Level B, C, or D data from these outside environments.

Users of the NAESC wireless network requiring access to systems or applications which contain data which is classified by the SS-70-70-001 Data and System Security Classification Standard as being Level B - Sensitive, Level C - Very Sensitive or Level D - Extremely Sensitive have appropriate access controls (firewall rules, router access control lists, and similar measures) that disallow wireless users from directly accessing the system or application. Users must use appropriate technology such as encrypted VPN, SSL/TLS, encrypted web pages, or similar authenticated and encrypted technologies to access these resources. This is in accordance to SS-70-009 Remote Access Standard and the SS-70-006 Encryption Standard. Examples include, but are

not limited to: VPN, Routed traffic via the APSCN computer network, SSL connectivity to ADE resources, etc.

Bluetooth wireless devices must be secured to the extent configurable between the devices involved and Bluetooth devices accessing NAESC's network should follow the SS-70-009 Remote Access standard and the SS-70-006 Encryption standard.



## Glossary

**Bluetooth** A computing and telecommunications industry specification that describes how mobile phones, computers, and personal digital assistants (PDAs) can easily interconnect with each other and with home and business phones and computers using a short-range wireless connection.

**Rogue Access Point** Unauthorized wireless device allowing access to the state network

**SSID (Service Set Identifier)** A service set identifier (SSID) is a sequence of characters that uniquely names a wireless local area network (WLAN). This name allows stations to connect to the desired network when multiple independent networks operate in the same physical area.

**State Network** The state core information technology infrastructure serving Arkansas agencies, boards, commission, public schools, institutions of higher education, libraries, and other public organizations with Internet connectivity, data processing and transmission, video conferencing and telecommunications.

**WEP (Wired Equivalent Privacy)**- WEP is an optional privacy protocol originally specified in the IEEE 802.11 (802.11 legacy) standard that is designed to provide a level of security and privacy comparable to what is usually expected of a wired LAN. Weakness in the design makes this protocol unsuitable for use in environments which must protect sensitive data.

**Wi-Fi** A term used to describe the underlying technology of wireless local area networks (WLAN) based on the IEEE 802.11 set of specifications and is used interchangeably

with the term wireless. Wi-Fi refers to any individual standard or the collection of all standards within the 802.11 family such as 802.11a, 802.11b/g, 802.11i, or 802.11n.

**Wireless** Wireless LAN (local area network) data access technology including the following protocols: 802.11 series and Bluetooth that accesses state information technology resources

**WLAN (wireless local area network)** A communication system that enables mobile users to connect to a wired network through a wireless (radio) connection, often implemented as an extension to wired LAN. WLAN'S are typically found within a small client node, dense locale (e.g. a campus or office building), or anywhere a traditional network cannot be deployed for logistical reasons.

**WPA (Wi-Fi Protected Access)** WPA is a security standard for users of computers equipped with Wi-Fi wireless connection. It is an improvement on and is expected to replace the original Wi-Fi security standard, Wired Equivalent Privacy (WEP). WPA provides more sophisticated data encryption than WEP and also provides user authentication.



## **RECOVERY OF NAESC PROPERTY**

The Northcentral Arkansas Education Service Cooperative reserves the right to withhold any compensation owed to an employee who is separating service until such time as all equipment, property or funds owed or belonging to the Co-op are returned.

Adopted by the board on May 22, 2015

## 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.



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

Form C

**BOARD OF DIRECTOR'S APPEAL**

From: \_\_\_\_\_, Grieving Person

To: Cooperative Board of Directors

Subject: \_\_\_\_\_

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

Attach: Grievance Report (Form A) and Appeal (Form B)

\_\_\_\_\_

Step 6

**BOARD OF DIRECTOR'S RESPONSE**

Date Second Appeal Received \_\_\_\_\_

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

Response to Second Appeal:

\_\_\_\_\_  
Signature of President, Board of Directors

\_\_\_\_\_  
Date

NAESC Board of Directors

