

2018-19  
BOARD OF DIRECTORS'  
POLICIES AND PROCEDURES

OF THE



NORTHWEST ARKANSAS  
Education Service Cooperative

ADOPTED - APRIL, 1989  
REVISED - OCTOBER, 2013  
REVISED - MAY, 2016  
REVISED - SEPTEMBER, 2017

A handwritten signature in cursive script, appearing to read "Mary Ann Spears".

DR. MARY ANN SPEARS, BOARD PRESIDENT

A handwritten signature in cursive script, appearing to read "Charles Cudney".

DR. CHARLES CUDNEY, DIRECTOR

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## INTRODUCTION

The purpose of this publication is to set forth the philosophy, policies and procedures of the Northwest Arkansas Education Service Cooperative. These policies are intended to be compatible and consistent with state and federal laws and the regulations of the Arkansas Department of Education.

2018-19 Personnel Policy Committee:

Charles Cudney  
Lisa Chavis  
Cheri Edgar  
Shem Estes  
Cheryl Pickering  
Patti Wohlford

All policies in this manual with no adoption date noted were adopted by the Board of Directors April, 1989. All policies adopted after that date will be noted as such.



*We Believe...*

*The Northwest Arkansas Education Service Cooperative is a service organization. **We Work** to anticipate the needs of school districts by facilitating an efficient and economical delivery of services to better meet the needs of all students. **We Strive** to meet not only state and federal regulations, but also the individual needs of diverse populations. **We Make A Difference** in the educational community of Northwest Arkansas with programs for students, teachers and administrators in early childhood through post-secondary education.*

# *Northwest Arkansas Education Service Cooperative*

## **MEMBER SCHOOL DISTRICTS**

### **BENTON COUNTY:**

Bentonville Public Schools	Dr. Debbie Jones, Supt.
Decatur Public Schools	Mr. Steve Watkins, Supt.
Gentry Public Schools	Ms. Terrie Metz, Supt.
Gravette Public Schools	Dr. Richard Page, Supt.
Pea Ridge Public Schools	Mr. Rick Neal, Supt.
Rogers Public Schools	Dr. Marlin Berry, Supt.
Siloam Springs Public Schools	Mr. Ken Ramey, Supt.

### **MADISON COUNTY:**

Huntsville Public Schools	Mr. Clint Jones, Supt.
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### **WASHINGTON COUNTY:**

Elkins Public Schools	Mr. Jeremy Mangrum, Supt.
Farmington Public Schools	Mr. Bryan Law, Supt.
Fayetteville Public Schools	Dr. John L Colbert, Supt.
Greenland Public Schools	Dr. Andrea Martin, Supt.
Lincoln Public Schools	Dr. Mary Ann Spears, Supt.
Prairie Grove Public Schools	Dr. Allen Williams, Supt.
Springdale Public Schools	Dr. Jim Rollins, Supt.
West Fork Public Schools	Mr. John Karnes, Supt.

## **GOVERNANCE**

### **Structure**

The organizational structure of the Northwest Arkansas Education Service Cooperative is consistent with the conditions of Act 349 of 1985 which established cooperatives and as amended by Act 610 of 1989.

### **Board of Directors**

The Northwest Arkansas Education Service Cooperative shall be governed by a Board of Directors consisting of one (1) representative of each local school board within the boundary of the Cooperative.

The Board of Directors shall function as a public corporate body and exercise general responsibilities for the Northwest Arkansas Education Service Cooperative with regard to policies and practices which guard the integrity of the NWAESC and maintain public trust in its operation.

Regular meetings shall be designated by the Board. One (1) regular meeting shall be between July 1 and October 1 for the purpose of receiving an annual report of the NWAESC.

The Board functions as a policy making, legislative and appraisal body.

The Board shall:

1. Employ a Director of the NWAESC who shall serve as the non-voting executive officer of the Board of Directors.
2. Establish policies and procedures for the NWAESC in consultation with the Director and in keeping within the intent and requirements of the law.
3. Perform an annual evaluation of the Director based on collaboratively developed performance objectives and criteria.
4. Employ, elect, and/or appoint, upon the recommendation of the Director, such personnel as may be required to provide the services requested by member school districts.
5. Dismiss personnel only upon the recommendation of the Director in accordance with the State Fair Dismissal Law.
6. Rent, lease, purchase or receive by gift such facilities and buildings as may be required to provide authorized programs and services.
7. Carry out such other duties which may be required for the efficient operation of the NWAESC for which the Board is responsible and which are consistent with these policies and the laws governing educational cooperatives.

### **Establishment of a Quorum**

A quorum of the Board is a majority of the membership of the Board. No vote or other board action may be taken unless there is a quorum present. A majority of the quorum voting affirmatively is necessary for the passage of any motion.

Date Adopted: May 5, 2016

### **Voting and Failure to Vote**

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

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

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

Date Adopted: May 5, 2016

### **Abstentions from Voting**

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

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

Date Adopted: May 5, 2016

### **Meeting Agenda**

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

Co-op patrons wishing to have an item placed on the Board meeting’s agenda must submit their requests, in writing to the Director, at least 5 days prior to the meeting of the Board. The written request must be sufficiently descriptive to enable the Director and Board President to fully understand and evaluate its appropriateness to be an agenda item. Such requests may be accepted, rejected, or referred back to the individual for further clarification.

The Director shall notify the Board President of all written requests to be placed on the agenda along with the Director’s recommendation concerning the request. No item shall be placed on the agenda that would operate to prejudice the Board concerning a personnel matter that could come before the Board for disciplinary or employment considerations or that is in conflict with other Co-op policy or law.

Patrons whose written request to be placed on the meeting’s agenda and has been accepted shall have no more than 15 minutes to present to the Board unless specifically granted additional time by the majority of the Board. The speaker shall limit his/her comments to the approved topic/issue or forfeit his/her right to address the Board. The members of the Board will listen to the patron’s presentation. The Board may choose to discuss the issue presented at a later meeting, but is under no obligation to do so.

The Director shall be responsible for Board members receiving copies of the Agenda prior to the meeting.

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

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

Date Adopted: May 5, 2016

### **Fiscal Year**

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

Legal Reference: A.C.A. §6-20-410

Date Adopted: May 5, 2016

### **Annual Operating Budget**

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

The budget shall be prepared in the electronic format as prescribed by the State of Board of Education and filed with the Arkansas Department of Education no later than September 30 of each year.

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

Line item changes may be made to the budget at any time during the fiscal year upon the approval of the Board. Any changes made shall be in accordance with Co-op policy and state law.

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

Date Adopted: May 5, 2016

### **Purchases and Commodities**

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

Definitions:

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

“Professional services” are legal, financial advisory, architectural, engineering, construction management, and land surveying professional consultant services.

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

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

The Co-op will not solicit bids or otherwise contract for a sum greater than \$25,000 with vendors that are on the “excluded parties list” if the contract is to be paid from federal grant funds.

All purchases of commodities in which the estimated purchase price equals or exceeds ten thousand dollars (\$10,000) shall be procured by soliciting bids. Specifications shall be devised for all commodities to be bid that are specific enough to ensure uniformity of the bid and yet not so restrictive that it would prevent competitive bidding. The bid specifications shall not include the name or identity of any specific vendor. The Board reserves the right to reject all bids and to purchase the commodity by negotiating a contract. In such an instance, each responsible bidder who submitted a bid shall be notified and given a reasonable opportunity to negotiate.

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

The following commodities may be purchased without soliciting bids provided that the purchasing official determines in writing that it is not practicable to use other than the required or designated commodity or service, and a copy of this statement is attached to the purchase order:

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

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

Any award of a contract shall be subject to revocation for ten working days or, if an appeal is received, after resolution of the appeal. This shall give prospective bidders, offerors, or contractors the opportunity to appeal the bid award if they believe the facts warrant an appeal. Any appeal shall be **in writing by certified mail** and received by the Co-op office, “attention to the director” within seven calendar days following the initial and revocable award of the contract.

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

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

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

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

1. The equipment and services provided under the extended or renewed contract meets or exceeds the specifications of the original bid.
2. The extended or renewed contract agreement complies with the state of Arkansas' documentation requirements.
3. The cost of the extended or renewed contract is the same or less than the original contract.
4. The extension or renewal is approved by the local school board.

Legal References:     A.C.A. §6-21-301, 303, 304, 305, 306  
                           A.C.A. §6-24-101 et seq.  
                           A.C.A. §19-11-801

Date Adopted: May 5, 2016

## **Director - Qualification, Certification and Contract**

The Director of the Northwest Arkansas Education Service Cooperative shall:

1. Hold an administrator's certificate.
2. Meet all requirements to serve as a superintendent of schools in Arkansas or have an equivalent level of education and administrative experience.
3. Obtain the approval of the State Board of Education.

The Board of Directors of the NWAESC may enter into a contract with the Director for a period not to exceed three (3) contract years. A contract may be renewed each year.

In the event that a vacancy occurs in the office of Director, the Board shall promptly fill the vacancy. The vacancy may be filled by an Acting Director until a Director is appointed.

The Director shall have control of the NWAESC subject to the policies of the Board of Directors, state law and regulations of the Arkansas Department of Education.

Compensation for the position of Director shall be set by the Board of Directors.

## **Responsibilities of the Director**

According to Act 349, Section 16, the Director of the NWAESC shall be assigned but not limited to, the following duties by the Board of Directors:

- Administer the programs and services of the NWAESC.
- Recommend the employment of personnel authorized by the Board of Directors.
- Prepare the budget for approval by the Board of Directors.
- Direct expenditures of funds within the budget.
- Prepare and present financial reports as may be determined necessary by either the Board or the Director.
- Perform such other duties as may be required by the Board of Directors and the policies, rules, and regulations of the State Board of Education.
- In addition to the statutory requirements, the Director shall also be responsible for satisfactorily meeting annual goals designated by the Board.



## **Cooperative Audits**

The Co-op's annual audit serves as an important opportunity for the Board of Directors to review the fiscal operations and health of the Co-op. As such, it is vital that Board members receive sufficient explanation of each audit report to enable the members to understand the report's findings and help them better understand the Co-op's fiscal operations.

The Co-op shall have an audit conducted annually within the timelines prescribed by law. The audit shall be conducted by the Division of Legislative Audit or through the audit services of a private certified public accountant(s) approved by the Board.

The Board of Directors shall review each annual audit at the first regularly scheduled board meeting following the receipt of the audit if the Co-op received the audit prior to then (10) days before the regularly scheduled meeting. If the audit report is received less than ten (10) days prior to a regularly scheduled board meeting, the Board may review the report at the next regularly scheduled board meeting following the ten (10) day period.

The Director shall present sufficient supporting/background information relating to the report's finding and recommendations which will enable the Board of Directors to direct the Director to take appropriate action in the form of a motion or motions relating to each finding, and recommendation contained in the audit report. Actions to be taken will be in sufficient detail to enable the Board of Directors to monitor the Co-op's progress in addressing substantial findings and recommendations and subsequently determine that they have been corrected. The minutes of the Board's meeting shall document the review of the audit's findings and recommendations along with any motions made by the Board or actions directed to be taken by the Director of designee.

Legal References:     A.C.A. §6-1-101 (d) (1) (2) (3)  
                              A.C.A. §6-13-620 (6) (F)

Date Adopted: May 5, 2016

## **NWAESC Hours**

8:00 a.m. - 4:00 p.m. Monday through Thursday

8:00 a.m. - 3:30 p.m. Friday

TLC closes 15 minutes before the Co-op closes.

Inclement Weather Policy – NWAESC will follow Farmington, Fayetteville **or** Prairie Grove School Districts for inclement weather closings. If any one of these districts is closed due to the weather, the Co-op will also be closed.

NWAESC Holidays Observed:

- Labor Day
- Thanksgiving
- Christmas
- Memorial Day
- 4<sup>th</sup> of July

These holidays will coincide with Farmington School's holiday calendar.

## **CONTRACT DAYS**

10 month = 190 days

12 month = 240 days

## **Teacher Center**

As mandated by Act 349 of 1985, the Northwest Arkansas 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 and administrators of its member school districts.

Other provisions of the establishment of the Teacher Center are as follows:

1. 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 Board on the staffing, programs, and operation of the Teacher Center.
2. The Teacher Center Committee shall be composed of a balance of elementary, middle/junior high school, high school and administrative personnel.
3. The Teacher Center Committee shall be composed of at least one-half, but not more than two-thirds, classroom teachers.
4. All positions on the Committee shall be assigned to school districts by lot.
5. Each teacher representative of the Teacher Center Committee shall be elected to terms of three years. (Revised: summer 2007)
6. The Committee shall meet at least three (3) times per year.
7. Positions represented by expiring terms shall be reassigned by lot at the August Board of Directors' meeting.
8. The Coordinator of the Teacher Center shall be appointed by the Board of the NWAESC upon the recommendation of the Director of the Cooperative.

## **Distance Learning Classroom (DLC)**

All activities of the DLC will be scheduled through the NWAESC Director or the Distance Learning Coordinator's office. Depending on the nature of the activity, as much advance notice as practical should be given. Example: College credit classes need to be scheduled at least one semester in advance, while a staff teleconference might be scheduled with a month's notice.

1. Fees:
  - a. The charge shall be set by the NWAESC Board as the need arises.
2. The hourly fee will start 15 minutes before the event is scheduled to start and will end 15 minutes after the event closes. Example: A college class that meets from 5:30 – 8:30 p.m. will be charged for 3 ½ hours.
3. Priority for use:
  - a. Public Pre K-12 education, ADE and NWAESC staff development activities.
  - b. Arkansas Leadership Academy staff development activities.
  - c. Higher education credit courses and staff development.
  - d. State and local government agencies.
  - e. Public and private non-profit agencies.
  - f. Business and industry.
4. The teacher/facilitator will be held responsible for the proper care and security of the equipment of the DLC while it is in their use. No equipment is to be relocated within the DLC or taken from the DLC room. Any equipment damaged or lost shall be reported to the Director's Office immediately. The cost of any equipment repair or replacement shall be borne by the person or persons responsible for the loss.

Date Adopted: 10-27-98

## **Public Use of Cooperative Buildings**

It is the policy of the Board that Co-op buildings may be used by member districts of the Co-op to conduct lawful meetings for social, civic, or recreational purposes provided such meetings do not interfere with the regular work and proper protection is afforded the Co-op against the potential costs of such use. The Director shall be responsible for establishing procedures governing such use of the buildings. The governing procedures shall be viewpoint neutral. Co-op administration shall be consulted to determine if there exists any conflict with planned activities prior to other groups being allowed to use school facilities.

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

Organizations using facilities assume full and complete responsibility for the conduct of all persons, regardless of age, associated with their use of the facility while they are in or about the facility.

Smoking or the use of tobacco or products containing tobacco in any form or the use of drugs or intoxicants is prohibited. Firearms of any kind are not allowed on Co-op property unless the person carrying the firearm is permitted to do so by law as defined in A.C.A § 5-73-120.

Legal References: A.C.A. §6-21-101  
A.C.A. §5-73-120  
Arkansas Constitution Article 14, § 2

Date Adopted: May 5, 2016

### **Use of Cooperative Funds for Non-School Related Purposes**

Co-op funds shall not be used for political, charitable, or humanitarian purposes.

No employee of the Co-op shall use Co-op time, property, personnel, or equipment for the purpose of furthering the interests of any political party, the campaign of any candidate or the advocacy of any political issue or ballot issue whether partisan or non-partisan. Employees may participate as part of a community organization, which is renting the facility for a political purpose.

Any employee found guilty or who pleads guilty to the use of Co-op funds to support any ballot measure shall be immediately suspended, and recommended for termination by the director.

The Board of Directors is not prohibited from expressing an opinion on a ballot measure through the passage of resolution or proclamation. Employees are allowed to verbally express their views on a ballot measure other than in an attempt to persuade another employee to the employee's point of view.

Co-op employees and members of the Board of Directors may incur incidental expenditure of Co-op funds for travel costs when speaking at an event in which a ballot measure is discussed if the subject matter of the speaking engagement is within the scope of the person's official duties and responsibilities.

Co-op funds may be used to disseminate public information at a public speaking engagement. The incidental use of Co-op resources may be used to prepare an analysis of the public information if such information is within the scope of the person's official duties and responsibilities.

Legal References: Arkansas Constitution Article 14 § 2  
A.C.A. §7-1-103  
A.C.A. §7-1-111  
A.C.A. §21-8-402

Date Adopted: May 5, 2016

## **Management and Disposal of Co-op Property**

### Definitions

For the purpose of this policy, the following definitions apply:

Commodities are all supplies, goods, materials, computers, software, machinery, and other equipment purchased on behalf of the Co-op having a useful life of more than one year. The NWAESC Board of Directors sets the value for inventory of fixed assets at \$1,000.

Surplus commodities are those commodities that are no longer needed, obsolete, irreparable, or worn out.

Real property is land and whatever is erected or affixed to land, such as structures or buildings.

Surplus real property is real property that is not presently needed or foreseen to be needed by the Co-op, and that has been authorized for sale as surplus real property by vote of the Board.

Trash are those items that would otherwise belong to another category of goods or property defined in this policy, but which, due to the property's age or an act of God, have less value than it would cost to repair the item. Examples could include, but are not limited to, fire damage, vehicle accidents, extreme age and/or decline in value of the item.

The Co-op's purchases of commodities shall be in accordance, with Policy covering the PURCHASES OF COMMODITIES and, to the extent applicable, the procurement requirements of any granting source of funding used to purchase the commodity. The Director shall develop procedures governing the use, management, and dispersal of commodities. At a minimum, the procedures will cover the following topics:

- Labeling all commodities;
- Establishing adequate controls to account for their location, custody, and security;
- Annually auditing the inventory of commodities and updating a listing of such commodities to reconcile the audit with the Co-op's inventory records. The audit will be documented and account for any transfer and/or disposal of a commodity.
- Disposing of surplus commodities and surplus real property, whether purchased in whole or in part with federal grant funds or with local funds.

### Disposal of Surplus Commodities

The Board of Directors recognizes that commodities sometime become of no use to the Co-op and thus meet this policy's definition of surplus commodities.

The Director or designee(s) will determine the objective fair market value of surplus commodities. The Co-op will strive to dispose of surplus commodities at or near their fair market value.

The Director may declare surplus any commodity with a fair market value of less than \$1,000. Surplus commodities with a fair market value of less than \$1,000 will be periodically sold by the

most efficient, cost effective means that is likely to result in sale at or near fair market value.

The Director may submit a list of surplus commodities deemed to have a fair market value of \$1,000 or greater to the Board of Directors for authorization to sell such surplus commodities. Once the Board of Directors has authorized the sale of such surplus commodities, the Director or designee(s) may sell that surplus commodity as the need arises. Items with a fair market value of \$1,000 or greater will be sold by the most efficient, cost effective means that is likely to result in sales at or near fair market value. If the Director chooses to dispose of the surplus items by bid, the Director or designee may set a minimum or reserve price on any item, and may reject all bids. The Director or designee is authorized to accept the high bid provided the high bid is at or near the fair market value without further Board action unless the high bid comes under the jurisdiction of Arkansas ethics legislation in which case the provisions of A.C.A. §-24-101, 107 would apply.

If attempts at public sales fail to produce any interested buyers or bidders, such remaining unsold commodities may then, at the discretion of the Director, be disposed of as scrap or junk or be donated to appropriate charitable or education related entities. Computer or technology equipment will be cleansed of data prior of disposal.

#### Disposal of Real Property

The Board of Directors recognizes that real property it owns sometimes becomes no longer of use to the co-op and thus meets this policy's definition of surplus real property.

The Director may submit a request to the Board of Directors for authorization to sell surplus real property. Once the Board of Directors has authorized the sale of such surplus real property, the Director or designated individual(s) may sell that surplus real property as the need arises. The Director or designee(s) shall be responsible for getting a determination of the objective fair market value of surplus real property the Co-op will strive to dispose of surplus items at or near their fair market value. The real property may be listed for sale with a real estate broker, and the Director or designated individual may contract on behalf of the Co-op to pay the usual and customary sales commission for such transactions, upon sale of the property.

If the Director chooses to dispose of the surplus items by bid, the Director or designee(s) may set a minimum or reserve price on any item, and may reject all bids. The Director or designee is authorized to accept the high bid provided the high bid is at or near the fair market value without further Board action unless the high bid comes under the jurisdiction of Arkansas ethics legislation in which case the provisions of A.C.A. §-24-101, 107 would apply.

If attempts at public sales fail to produce any interested buyers or bidders, such remaining unsold real property may then, if agreed to by the Director and Board of Directors, be donated to appropriate education related entities or not-for-profit organizations in accordance with the provisions of state law.

Items obtained with federal funds shall be handled in accordance with applicable federal regulations, if any.

The disposal of property must be for the benefit of the Co-op and consistent with good business principles.

Trash, as defined in this policy, may be disposed of in the most cost efficient or effective method available to the Co-op.

Legal References:     A.C.A. §6-13-111  
                          A.C.A. §6-13-620  
                          A.C.A. §6-21-108  
                          A.C.A. §6-21-110  
                          A.C.A. §6-24-101-107  
                          A.C.A. §80.3-80.52  
                          A.C.A. §80.31  
                          A.C.A. §80.32(d) (e)  
                          Arkansas Finance Accounting Handbook Page 95

Date Adopted: May 5, 2016

## **PERSONNEL**

### **Equal Opportunity Employment**

No person shall be denied employment, re-employment, or advancement on the basis of sex, marital status, race, color, creed, national origin or disability.

Personnel of the NWAESC shall be employed in accordance with laws, rules, regulations and procedures applicable to local school districts of Arkansas.

Act 631 of 1991 and Act 936 of 1983 assure due process for all Cooperative staff.

### **Personnel Policies Review and Revision**

The NWAESC's Personnel Policies Committee shall consist of three Certified Coordinators, and three Classified employee staff members, and shall be chaired by the Director or his designee. Each committee member will serve a two-year term with two members (one from each category) rotating off each year. New members will be selected by the sitting committee. The committee will schedule a meeting by June 1 of each year to review the Cooperative's personnel policies to determine if additional policies or amendments to existing policies are needed.

### **Definitions**

1. Certified Employee: The term "certified employee" as used in this policy shall mean and include any person employed by the NWAESC Board of Directors in a capacity for which a teacher certificate issued by the Arkansas State Department of Education is required as a condition of employment.

#### Early Childhood

Allowable experience shall determine the column of the certified salary schedule from which the proper salary is calculated

- a) If years of experience exceed the number of steps on the schedule, the highest scheduled salary for the employee's level of training shall be proper.



- b) All years of teaching experience in a certified position with NWAESC shall be allowed.
  - c) All years of teaching experience in Arkansas Public Schools shall be allowed (not to exceed the highest level on the salary schedule).
  - d) Up to 15 years of out of state experience in a certified teaching position at a public school shall be allowed. Added: Summer 2007
2. Classified employees will be defined as any person, employed by the NWAESC who, as a condition of employment, is not required to hold a professional certificate from the Arkansas Department of Education.
  3. Dismiss or Dismissal: A release or discharge from employment.
  4. Non-renewal: In the event the Board of Directors decides against renewing an employee's contract as provided by current law, this action amounts to non-renewal, whereas dismissal is immediate termination and discharge from employment.
  5. Probation (Added: Summer 2007)

**Certified**

The Board shall require, in accordance with statutory provisions, each professional to serve a probationary period of the first three (3) successive years of employment in the cooperative. During the probationary period, the Director may recommend to the board non-renewal of a probationary professional employee's contract. A copy of the non-renewal recommendation shall be sent to employee by certified or registered mail, return receipt requested. The notice shall be sent no later than ten (ten) days from the end of the current contract period. All non renewal procedures shall be in accordance with the provisions of Act 166 of 1979, the Teacher Fair Dismissal Act, or as updated.

**Classified**

Each employee hired for a classified position will serve a one-year probation period to allow assessment on both the part of the cooperative and employee to the desirability of continuing the employment.

Additionally, marginal performance of duty may be grounds for placing an employee on probationary status to allow appropriate time to effect desired improvements.

**Nepotism**

Definitions:

Family or family member means:

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

- g. Anyone acting or serving as an agent of the individual or acting or serving as an agent of the individual's spouse.

Initially employed means:

- A. Employed in either an interim or permanent position for the first time or following a severance in employment with the school Co-op;
- B. A change in the terms and conditions of an existing contract, excluding:
  - I. Renewal of a teacher contract under A.C.A. §6-17-1505;
  - II. Renewal of a noncertified employee's contract that is required by law; or
  - III. Movement of an employee on the salary schedule, which does not require board action.

#### New Hire of Board Member's Relative as Co-op Employee

The Co-op shall not initially employ a present board member's family member for compensation in excess of \$10,000 unless the Co-op has received approval from the Commissioner of the Department of Education. The employment of a present board member's family member shall only be made in unusual and limited circumstances. The authority to make the determination of what qualifies as "unusual and limited circumstances" rests with the Commissioner of the Department of Education whose approval is required before the employment contract is effective, valid or enforceable.

Initial employment for a sum of less than \$10,000 per employment contract r, in the absence of an employment contract, calendar year does not come under the purview of this policy and is permitted.

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

#### Exception: Substitutes

Qualified family members of board members may be employed by the Co-op as substitute for a period of time not to exceed thirty (30) days per fiscal year.

A family member of a board member having worked as a substitute for the Co-op in the past does not "grandfather" the substitute. The 30 day maximum limit is applied in all cases.

#### Existing Employees Who Are Family Members of Board Members – Raises, Promotions or Changes in Compensation

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

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

Date Adopted: May 5, 2016

## **Hospitalization Insurance**

Employees of the Northwest Arkansas Education Service Cooperative, that qualify under state law or insurance provider standards, may participate in the Arkansas Public School Group Hospitalization and Medical Insurance Program.

## **Cafeteria Plan**

Employees of the Northwest Arkansas Education Service Cooperative that qualify under state law or insurance provider standards, have the option to participate in a Cafeteria Compensation Plan.

## **Sick Leave**

An employee under contract shall be awarded one day of sick leave for each month worked under the contract. The maximum number of days that may be accumulated will be 120 days. Employees working part time (less than 185 days) will accrue sick leave based on a pro rata share of the time worked, i.e. half time (.5) 10 month employee will receive 5 sick days per year. Part-time employees paid by the hours (not under contract) will not receive sick leave or other paid leave and are paid only for hours worked. Part-time employees will receive benefits as may be required by law.

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

In order for sick leave to be claimed, the employee will notify the office and immediate supervisor of the necessity of being absent. The employee must complete a sick leave claim form and file with the office upon return to work. An accurate up-to-date record of all sick leave will be maintained in the business office. The business office will provide a statement to each employee of the total number of sick days accumulated at the beginning of each fiscal year.

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

Employees who are adopting or seeking to adopt a minor child or minor children may use up to 15 sick leave days in any Co-op year for absences relating to the adoption, including time needed for travel, time needed for home visits, time needed for document translation, submission or preparation, time spent with legal or adoption agency representatives, time spent in court and bonding time. Except for bonding time, documentation shall be provided by the employee upon request.

At the discretion of the Director and, if FMLA is applicable, subject to the certification or recertification provisions contained in policy PERSONNEL FAMILY MEDICAL LEAVE the Co-op may require a written statement from the employee's physician documenting the employee's

illness. Failure to provide such documentation of illness may result in sick leave not being paid, or in dismissal.

If the employee's absences are excessive or grossly excessive as defined by this policy, disciplinary action may be taken against the employee, which could include termination or non-renewal of the contract of employment. The Director shall have the authority when making his/her determination to consider the totality of circumstances surrounding the absences and their impact on Co-op operations or student services. An employee may be requested to submit appropriate evidence concerning the cause of his/her absence.

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

When an employee takes sick leave, the Co-op shall determine if the employee is eligible for FMLA leave and if the leave qualifies for FMLA leave. The Co-op may request additional information from the employee to help make the applicability determination. If the employee is eligible for FMLA leave and if the leave qualifies under the FMLA, the Co-op will notify the employee in writing, of the decision within five (5) workdays. If the circumstances for the leave as defined in policy PERSONNEL FAMILY MEDICAL LEAVE don't change, the Co-op is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave within any applicable twelve (12) month period. To the extent the employee has accrued paid sick leave, any sick leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave including, once an employee exhausts his/her accrued sick leave, vacation or personal leave.

#### Sick Leave and Outside Employment

Sick leave related absence from work (e.g. sick leave for personal or family illness or accident, Workers Comp, and FMLA) inherently means the employee is also incapable of working at any source of outside employment. If an employee who works a non-Co-op job while taking Co-op sick leave for personal or family illness or accident, Workers Comp, or FMLA shall be subject to discipline up to and including termination.

An employee shall be entitled to sick leave only for reasons of personal illness for illness in his/her immediate family. The immediate family shall include the employee's spouse, children, parents, or any other relative living in same household.

#### Retirement

Upon retirement any employee who has been an employee of the co-op for ten or more years may be reimbursed for unused sick leave. The rate of reimbursement will be \$25.00 per day up to but not exceeding one-hundred (100) days. Payment will be made for the unused sick leave when the co-op receives official word that the employee has officially retired.

Legal References:     A.C.A. §6-17-1201 et seq.  
                              29 USC §§ 260101 et seq.  
                              29 CFR part 825

Date Adopted: May 5, 2016

## **Salaries**

Salary Schedules may be approved by the Board of Directors for an employ class or individual employee. In lieu of a salary schedule, the Co-op will report each employees' position, salary, and benefits to ADE as required under Act 1289 of 2009.

Date Adopted: May 5, 2016

## **Employee Travel Policy**

Employees of the NWAESC will be reimbursed for expenses incurred in the fulfillment of their official duties in the following manner:

1. All requests for travel reimbursement must be submitted on a Co-op Travel Expense Form or a Purchase Order as may be required.
2. Mileage that is driven for a Co-op sanctioned purpose in an employee's personal vehicle shall be reimbursed at the rate of \$ .45 per mile and shall be based on the shortest, most reasonable route available Mileage is calculated from the Co-op to destination with exceptions as outlined in this policy. The Co-op will not reimburse from your home to the Co-op or work station or from the last work station home at the end of the day. Travel during the workday required in the performance of your contractual duties and between the first and last workstations will be reimbursed. If traveling out of the Co-op three county service area, mileage reimbursement will be provided for the lesser of the distance from your home or Co-op to the destination.
  - a. Temporary/alternate workstation travel within the Co-op three county service area may be reimbursed if the number of miles between the employee's home the temporary/alternate workstation exceeds the normal commuting miles driven from home to the official workstation. For example, if the employee's assigned office/Co-op is 10 miles from home, and he/she must travel to an alternate worksite 15 miles from home, the traveler would be reimbursed each way for 5 miles ( $15-10=5$ ).
  - b. If the employee is at the assigned official workstation for part of the day but finishes the day at an alternate site, the mileage from the official workstation to the last worksite for the day is reimbursable. The return trip home is reimbursable only if the mileage back home is greater than the mileage from home to the official workstation. If it is greater, then the home to official workstation mileage is subtracted from the final worksite to home. For example, if the distance from home to the official workstation is 10 miles, the distance traveled from the official workstation to the alternative site is 15 miles, and the mileage from alternative site home is 22 miles then the 15 miles traveled between sites during the workday is reimbursable and 12 miles of the trip home would be reimbursable ( $22-10=12$ ).
- 3.

4. Meals may be reimbursed for travel which necessitates an **overnight** stay when submitted according to the dictates of this policy. An NWAESC PO for **Overnight Travel Request (TRVL PO)** must be submitted and approved prior to any overnight travel. Employees are not eligible for meal reimbursement for travel in the three county Co-op service area, unless the meal is a Co-op organized business related meeting whereby multiple participants are involved (board meetings, seminars, staff development trainings, etc.). The reimbursement for such meals shall be the actual cost of the meal and employees are expected to use sound judgement regarding expenditures and the Director may disallow expenditures that are excessive. Itemized receipts and appropriate documentation will be required. Gratuities are limited to a maximum of 15% of the meal price.
  - Meal reimbursement shall be prorated based on the percent of the day the employee is away on travel. For example, if an employee returns from his/her travel in the afternoon, he/she is only eligible for breakfast and lunch expenditures if they are gone 75% of the work day.
  - The meal reimbursement rate for any one person for three meals for a full day, including gratuities is **\$40** (Breakfast-\$10, Lunch-\$10, Dinner-\$20) when traveling to a meeting in-state and **\$50** (Breakfast-\$10, Lunch-\$10, Dinner-\$30) when traveling to a meeting held in Little Rock, Hot Springs or out-of-state. Any meal that is paid for as part of registration fees cannot be duplicated to re-pay. **No receipt** will be necessary as documentation of meal expense.
4. Travel necessitating overnight lodging shall be reimbursed to the extent that it is not lavish and is reasonable based on circumstances of the expenditure. Proper documentation establishing the date and time, place and purpose of the travel must be submitted along with a receipt for the overnight accommodations. To the extent practicable, employees shall receive assistance from administrators or their designee in arranging travel plans to help keep expenses to a minimum. Personal entertainment expenses, alcoholic beverages and other personal expenditures are not eligible for reimbursement.
5. Extended or out-of-state travel will require approval of the NWAESC Director or Assistant Director.
6. Travel necessitating overnight lodging shall be reimbursed at the rate according to [www.gsa.gov](http://www.gsa.gov) for the location where you are traveling. If attending a conference it is recommended that the employee stay at the conference hotel, using the conference room rate. Employees are expected to expend funds wisely and to use sound judgement regarding appropriate lodging. Room rates exceeding the above rates must have prior approval and include a justification why it was in the best interest of the NWAESC. Options that may justify a room rate above the GSA rate are listed below, but the list is not intended to include all possibilities:
  - a. Doubling up, with one-half the bill being charged to each party.



- b. Making up the difference between the GSA rate and the actual rate with personal funds.
- c. If a free breakfast is offered that will reduce the total travel cost.
- d. Distance to the location where NWAESC business will be conducted which will affect travel cost.

### **Maternity Leave**

Maternity leave is to be treated as any other leave for sickness or disability. However, the employee in the case of maternity leave may elect to take leave of absence without pay and without exhausting accumulated annual and sick leave. Maternity Leave shall be granted according to the Family Medical Leave Act of 1983.

### **Vacation Leave**

An employee under contract for twelve (12) months shall be allowed ten (10) days absence for vacation leave each fiscal year. All vacation days must be approved by the Director and if employment is terminated during the fiscal year, vacation days will be prorated and any used but not earned will be deducted from the final payroll check.

Leaves may not be taken during times that may cause undue hardships on other employees of the NWAESC or affect the planning for, preparing for or conducting NWAESC activities or programs. Vacation leave is not accumulative and must be taken by December 31 following the end of the fiscal year in which it is earned.

### **Personal or Business Leave**

An employee shall be allowed two (2) personal/business days per contract year that if used will be deducted from the total number of accumulated sick leave days. In addition, an employee is entitled two (2) personal/business days per contract year that are not deducted from accumulated sick leave, but if not used will be added to accumulated sick leave at the end of the fiscal year.

### **Bereavement Leave**

Bereavement leave of three (3) days, per event, is granted upon the death of an immediate family member which shall include spouse, father, mother, brother, sister, uncle, aunt, grandparent, niece, nephew, mother-in-law, father-in-law, brother-in-law, sister-in-law, step parent, step children, grandchildren, cousin and children of the staff member.

Bereavement leave in excess of three days may be granted at the discretion of the Director or his/her designee and be charged as sick leave.

### **Dress Code for Employees**

Employees shall ensure that their dress and appearance are professional and appropriate to their positions. Added: Winter 2012

## **Overtime, Flex Time, and Complying with FLSA**

The NWAESC shall comply with those portions of the Fair Labor Standards Act that relate to the operation of public schools. The act requires that covered employees be compensated for all hours worked at greater than or equal to the applicable minimum wage for workweeks of less than or equal to 40 hours. It also requires that employees be compensated for workweeks of greater than 40 hours at 1 1/2 times their regular rate of pay either monetarily **OR** through compensatory time decided at the discretion of the Director.

### Definitions

Overtime is hours worked in excess of 40 per workweek. Compensation given for hours **not** worked such as for holidays or sick days do **not** count in determining hours worked per workweek.

Workweek is the seven day consecutive period of time from 12:00 AM on Sunday to midnight on the following Saturday. Each workweek is independent of every other workweek for the purpose of determining the number of hours worked and the remuneration entitled to by the employee for that week.

Exempt Employees are those employees who are not covered under the FLSA. They include administrators and professional employees such as teachers, counselors, registered nurses, and supervisors. An employee who is unsure of their coverage status should consult with the Education Cooperative's Administration.

Covered Employees (also defined as non-exempt employees) are those employees who are not exempt, generally termed classified, and include bus drivers, clerical workers, maintenance personnel, custodians, transportation workers, receptionists, paraprofessionals, food service workers, secretaries, and bookkeepers.

Regular Rate of Pay includes all forms of remuneration for employment and shall be expressed as an hourly rate. For those employees previously paid on a salary basis, the salary shall be converted to an hourly equivalent. Employees shall be compensated for each and every hour worked.

### Hours Worked

Employees shall be compensated for all the time they are required to be on duty and shall be paid for all hours worked each workweek. Employees shall accurately record the hours they work each week.

The Education Cooperative shall determine the manner to be used by employees to accurately record the hours they work. Each employee shall record the exact time they commence and cease work including meal breaks. Employees arriving early may socialize with fellow workers who are off the clock, but shall not commence working without first recording their starting time. Employees shall sign in/clock in where they start work and sign out/clock out at the site where they cease working. Employees who do not start and end their workday at the same site shall carry a time card or sheet with them to accurately record their times. They shall turn in their time sheets to their immediate supervisor no later than the following Monday after the last working day of each month.



Each employee is to personally record his or her own times. Any employee who signs in or out (or who punches a time clock) for another employee or who asks another employee to do so for him or her may be dismissed.

Employees whose normal workweek is less than 40 hours and who work more than their normal number of hours in a given workweek may, at the Education Cooperative's option, be given compensatory time for the hours they worked in excess of their normal workweek in lieu of their regular rate pay. Compensatory time given in this manner shall be subject to the same conditions regarding accumulations and use as compensatory time given in lieu of overtime pay.

#### Breaks and Meals

Classified employees that do not work directly with students and working more than 20 hours per week shall be provided two, paid, 15 minute duty free breaks per workday.

Meal periods which are less than 30 minutes in length or in which the employee is not relieved of duty are compensable. Employees with a bona fide meal period shall be completely relieved of their duty to allow them to eat their meal which they may do away from their work site, in the school cafeteria, or in a break area.

Classified employees who work directly with students (paraprofessionals), thirty-five (35) hours a week and receive a duty free meal period shall not be eligible to receive the two (2) paid breaks for working more than twenty (20) hours.

#### Overtime/Flex

Covered employees shall be compensated at not less than 1.5 times his or her regular rate of pay for all hours worked over 40 in a workweek. Overtime compensation shall be computed on the basis of the hours worked in each week and may not be waived by either the employee or the Education Cooperative. Overtime compensation shall be paid on the next regular payday for the period in which the overtime was earned.

Employees working two or more jobs for the Education Cooperative at different rates of pay shall be paid overtime at a weighted average of the differing wages. This shall be determined by dividing the total regular remuneration for all hours worked by the number of hours worked in that week to arrive at the weighted average. One half that rate is then multiplied times the number of hours worked over 40 to arrive at the overtime compensation due.

Provided the employee and the Education Cooperative have a written agreement or understanding before the work is performed, compensatory time off may be awarded in lieu of overtime pay for hours worked over 40 in a workweek. The Education Cooperative reserves the right to determine if it will award compensatory time in lieu of monetary pay for the overtime worked. The maximum number of compensatory hours an employee may accumulate at a time is 20. The employee must be able to take the compensatory time off within a reasonable period of time that is not unduly disruptive to the Education Cooperative.

An employee whose employment is terminated with the Education Cooperative, whether by the Education Cooperative or the employee shall receive monetary compensation for unused compensatory time. Of the following methods, the one that yields the greatest money for the employee shall be used.

1. The average regular rate received by the employee during the last 3 years of employment. Or
2. The final regular rate received by the employee.

#### Overtime/Flex Authorization

There will be instances where the Education Cooperative's needs necessitate an employee work overtime. Compensatory time off (flex) may be awarded in lieu of overtime pay for hours worked over 40 in a workweek. It is the Board's desire to keep overtime worked to a minimum. To facilitate this, employees shall receive authorization from their supervisor in advance of working overtime except in the rare instance when it is unforeseen and unavoidable.

All overtime worked will be paid in accordance with the provisions of the FLSA, but unless the overtime was pre-approved or fit in the exceptions noted previously, disciplinary action must be taken for failure to follow Education Cooperative policy. In extreme and repeated cases, disciplinary action could include the termination of the employee.

Any flex time earned must be used within the next pay period after it is earned. Flex time may not be taken until it is earned.

#### Record Keeping and Postings

The Education Cooperative shall keep and maintain records as required by the FLSA for the period of time required by the act.

The Education Cooperative shall display minimum wage posters where employees can readily observe them.

#### Cooperation with Enforcement Officials

All records relating to the FLSA shall be available for inspection by, and Education Cooperative employees shall cooperate fully with, officials from the DOL and/or its authorized representatives in the performance of their jobs relating to:

1. Investigating and gathering data regarding the wages, hours, and other conditions and practices of employment;
2. Entering, inspecting, and/or transcribing the premises and its records;
3. Questioning employees and investigating such facts as the inspectors deem necessary to determine whether any person has violated any provision of the FLSA.

#### Legal References:

- A: 29 USC §206(a), ACA §6-17-2203
- B: 29 USC §207(a) (1), 29 CFR §778.100
- C: 29 USC §207(o), 29 CFR §553.50
- D: 29 CFR §778.218 (a)

E: 29 CFR §778.105  
F: 29 UFC §213 (a), 29 CFR §§541 et seq.  
G: 29 USC §207 (e), 29 CFR §778.108  
H: 29 CFR §§785.9, 785.16  
I: 29 CFR §516.2(7)  
J: 29 CFR §§785.1 et seq.  
K: ACA §6-17-2205 and 2207  
L: 29 CFR §§785.19  
M: USC §207(a), 29 CFR §778-100, 29 USC §207(o), 29 CFR §§553.20-553.02  
N: 29 CFR §778.106  
O: 29 USC §207(g) (2), 29 CFR §778.115  
P: 29 USC §207(o) (2) (A), 29 CFR §553.23  
Q: 29 CFR §553.20  
R: 29 USC §207(o) (4), 29 CFR §553.27  
S: 29 USC §211 (c), 29 CFR §§516.2, 516.3, 553.50  
T: 29 CFR §516.4  
U: 29 CFR §§516.5, 516.6  
V: 29 USC §211(a) (b)

Date Adopted: May 5, 2016

### **Worker's Compensation Coverage**

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

1. The employee must immediately or as soon as possible report the incident to his/her immediate supervisor and must report the claim as soon as possible to the Payroll Clerk or the Business Manager at the Co-op Business Office.
2. At the time the claim is reported to the Co-op Business Office, the employee will be given a basic fact sheet that covers most frequently asked questions regarding this coverage. This will include a list of doctors who are approved to handle claims of this nature.
3. The personnel of the Northwest Arkansas Education Service Cooperative do not participate in eligibility determination. All claims will be reviewed by an independent claims agency, approved by Workers' Compensation, to determine eligibility. The employee is responsible for all expenses that are incurred if the claim is denied. Simply reporting the claim does not guarantee an eligible claim.
4. There is an appeal process for those claims that are denied. In case of a denial, a denial notification will be sent to the employee, and the appeal process will be outlined on this notification.
5. Workers' compensation pay, sick leave and vacation leave benefits cannot be combined to exceed employee's normal daily rate of pay.

Date Adopted: May 5, 2016

## **Weekly Schedule**

The weekly schedule for all coordinators and specialists will be submitted/posted on the online calendar. The schedule should be submitted for each week by Monday, 10:00 AM.

## **Leave of Absence Without Pay**

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

## **Leave of Absence With Pay**

Leave of absence with pay may be granted at the discretion of the Board as recommended by the director.

## **Jury Duty/Military Leave**

Leave of absence with pay shall be granted for jury duty within the current fiscal contract year. The staff member shall notify the NWAESC as soon as it is know that he/she is to serve.

Stipend received for jury duty shall be payable to the Co-op unless personal, sick leave or vacation time is taken.

Military Leave with pay shall be granted according to Act 673 of 1991 and Act 956 of 1991.

## **Family and Medical Leave** (Added October 2013)

FMLA Guidelines: Family and Medical Leave Act of 1993

FMLA Eligibility:

- A. In compliance with the Family and Medical Leave Act (FMLA) of 1993, the Northwest Arkansas Education Service Cooperative will grant unpaid leave up to a maximum of twelve weeks during any one-year period to an eligible employee for one or more of the following reasons:
  1. Conditions requiring an overnight stay in a hospital or other medical care facility.
  2. Conditions that incapacitate you or your family member (for example, unable to work or attend school) for more than 3 consecutive days and have ongoing medical treatment (either multiple appointments with a health care provider, or a single appointment and follow-up care such as prescription medication).
  3. Chronic conditions that cause occasional periods when you or your family member are incapacitated and require treatment by a health care provider at least twice a year.
  4. Pregnancy (including prenatal medical appointments, incapacity due to morning sickness, and medically required bed rest).
- B. In order to qualify for family/medical leave, an employee must have been employed by the NWAESC for at least one year and must have worked 1,250 hours over the previous twelve months.

#### FMLA Application:

- A. The request for family/medical leave must be made in writing to the Director thirty days prior to the beginning of the leave. Advance notice is not required in cases of medical emergency or other unforeseeable events.
- B. Medical certification from a licensed, practicing health-care provider must be provided with application for FMLA. The certification must verify the need for the leave and the estimated length of the leave. The medical certification must be provided at the time of the request for FMLA when presented to the Director. If an employee fails to provide timely medical certification, the leave may be denied until medical certification is provided. The medical certification must include a statement from a licensed practicing health-care provider that the employee is unable to perform the required functions of his or her position.
- C. An employee who wishes to request unpaid FMLA must provide thirty days advance notice to the Director in writing if the need for the leave is “foreseeable”. The written request must state the declared reason for the leave and the length of time requested. Medical certification from a licensed practicing health-care provider must also be provided.
- D. The NWAESC may require a second medical opinion and periodic re-certification at its own expense. If the first and second medical opinions differ, the NWAESC, at its own expense, may require the binding opinion of a third licensed, practicing health-care provider approved jointly by the employee and the Cooperative.

#### FMLA Length of Leave:

- A. An eligible employee of the NWAESC is entitled to a total of twelve (12) work weeks of leave during a “rolling” twelve month period measured backward from the date the employee first uses any FMLA leave. However, the employee must first utilize earned and/or accrued sick leave and unused personal days to substitute for all or part of any unpaid FMLA leave.
- B. FMLA leave, because of the birth or adoption of a child, expires at the end of the twelve-month period beginning on the date of the birth of the child or placement of the child. Any leave must be concluded within this one-year period.
- C. Spouses employed by the NWAESC are limited to a total of twelve (12) weeks combined leave for the birth or adoption of a child or the care of a sick parent.

#### FMLA Health Insurance during leave:

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

FMLA Reporting requirement during leave:

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

FMLA Return from leave:

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

### **Staff Evaluations**

It is understood by the Board that a continuous ongoing evaluation is made of every staff person of the NWAESC; however, official evaluations shall be made from time to time whereby all personnel involved will know the results of the evaluations.

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

The Board shall evaluate and appraise the performance of the Director by having one annual evaluation conference and report. The results of the evaluation may be oral or in writing. The Director shall have an opportunity to review any written evaluation and respond to it in writing.

The Director of the Cooperative or a designee shall evaluate and appraise the performances of all staff members. The Director and each staff member shall review the staff member's performance by having one conference each year and a record of the conference shall be made in writing. The staff member shall have an opportunity to review the written report.

All written materials pertaining to staff evaluations shall be kept under lock and key, and only the person evaluated, the Director or designee, and the Board in official session shall have access to the materials for the purpose of promotion, any investigations, determining pay scales, and dismissal or non-renewal of contracts.

The Director shall determine the means by which the written information pertaining to evaluations is kept and presented, i.e., instruments used, places filed, etc.



## **Employment - Personnel**

Personnel of the Cooperative shall be employed in accordance with laws, rules, regulations and procedures applicable to local school districts of Arkansas.

## **Professional Development**

Refer to Arkansas Statutes 6-61-133, 6-15-1703, 6-17-709.

## **Dismissal or Non-renewal of Contract**

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

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

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

## **Dismissal or Non-renewal of Contract - Classified Employees**

Termination or contract non-renewal of employees who are covered by Act 631 of 1991 "Public School Employee Fair Hearing Act" will be handled in accordance with this act.

## **Drug Free Workplace**

The NWAESC will maintain a work environment that is drug and alcohol free.

Accordingly, reporting for work under the influence of intoxicating beverages or illegal drugs or the use or possession by a NWAESC staff member on NWAESC premises of an intoxicating liquor, controlled, or illegal substance, a drug not medically authorized, or any other substance which may impair job performance or pose a hazard to the safety of employees is strictly prohibited and will result in immediate disciplinary action, including possible termination after due process. For the purpose of this policy "work time" shall include lunch and breaks.

The NWAESC reserves the right to inspect and/or search all NWAESC property for intoxicating liquor, controlled or illegal substances or any other substances which impair job performance. The NWAESC will abide with the Fair Labor Standards Act and ACT 1752 of 2003 enacted by the General Assembly of the State of Arkansas.

The NWAESC recognizes its commitment and its responsibility to its staff by seeking to provide through the Employee Assistance Program an opportunity for staff to deal with drug and alcohol related problems. Any staff member who voluntarily requests assistance in dealing with a personal drug and/or alcohol problem may do so through the Employee Assistance Program in complete confidence and without jeopardizing his/her employment with the NWAESC. Other treatment programs for drug and alcohol problems may be available through the Health and Welfare providers selected by individual staff. The discontinuation of any involvement with alcohol or drugs is an essential requisite for participation in any treatment program. As a result of disciplinary action arising from a drug or alcohol problem, a staff member may be required to participate in a drug or alcohol treatment program. An individual who is so required will first be evaluated for drug and alcohol use by an accredited professional. The cost of such an evaluation shall be reviewed by the Board as to whether it will be paid by the Co-op or by the staff member. A staff member may be required to participate in follow-up care as part of a comprehensive alcohol and drug treatment program. Depending upon the nature of the conduct which leads to the staff person's mandated participation in an alcohol and drug treatment program, the staff member may be required to submit to a random blood and urine screening for alcohol and/or drugs for a specified period of time and to meet various performance standards which are imposed as a condition of continuing employment.

The NWAESC Board reserves the right to determine whether reasonable suspicion exists, the level of discipline to be applied and whether an employee should be given the opportunity to participate in a drug or alcohol treatment program, provided, however, that its determinations shall not be arbitrary or capricious.

For the purposes of this policy the following definitions of terms are provided:

Reasonable suspicion is defined as specific articulable observations concerning such circumstances as the work performance, appearance (including, for example, noticeable odor of intoxicants), behavior, or speech of the individual, or being involved in an accident on NWAESC assignment which results in physical or property damage.

Controlled substances (defined as all forms of narcotics depressants, stimulants, hallucinogens and cannabis), whose purchase, sale, transfer, use or possession is prohibited or restricted by law.



## **Sexual Harassment Policy**

Sexual harassment is a form of employee misconduct that undermines the integrity of the employment relationship. Sexual harassment does not refer to occasional compliments. It refers to behavior that is not welcome, that is personally offensive, that debilitates morale, and that therefore interferes with the work effectiveness of its victims and their co-workers. Individuals who experience sexual harassment from co-workers or others should make it clear that such behavior is offensive to them and that the misconduct must stop. If the misconduct continues after the warning, the employee has the option to file a written complaint and the process should proceed through the normal chain of command. The employee should file the written complaint with his/her immediate supervisor, unless the complaint is being filed in reference to the immediate supervisor, then the employee has the right to continue the complaint process through all channels of the chain of command, culminating with the Board of Directors. In fulfilling our obligation to maintain a positive and productive work environment, the Board of Cooperative officials will make every attempt to halt any harassment of which they become aware by calling attention to this policy or by direct disciplinary action, if necessary.

Date Adopted: May 5, 2016

## **Tobacco Policy**

In accordance with Arkansas ACT 1555 of 1999, smoking or use of tobacco or products containing tobacco in any form in or on any property owned or leased by a Co-op or public school district, including school buses, is prohibited.

Date Adopted: May 5, 2016

## **Employee Grievance Procedure** (Revised October 2013)

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

### Purpose

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

### Procedure

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

- Step 1: (a) Within ten days (two working weeks) of the incident, the complainant must present the complaint in written form to the immediate supervisor.
  - (b) The supervisor will investigate and respond.
  - (c) Complainant should use Form A "Grievance Report" in relations to Step 1.
- Step 2: The supervisor has one working week (five days) in which to investigate and respond in writing. Use Grievance Response Form.

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

**Technology Usage Policy** (Added October 2013)

Any technology device purchased with NWAESC funds, (i.e.: phone, computer, iPad, MIFI, etc.) may be subject to Freedom of Information Act (FOIA). All employees are required to sign and date the “Computer Network Acceptable Use and Internet Safety Policy” form. This form is kept in employee personnel files. See attached form.

**Duty to Report Child Abuse, Maltreatment or Neglect**

It is the statutory duty of Co-op employees who have reasonable cause to suspect child abuse or maltreatment to directly and personally report these suspicions to the Arkansas Child Abuse Hotline, by calling 1-800-482-5964. Failure to report suspected child abuse, maltreatment or neglect by calling the Hotline can lead to criminal prosecution and individual civil liability of the person who has the duty. Notification of local or state law enforcement does not satisfy the duty to report; only notification by means of the Child Abuse Hotline discharges this duty.

The duty to report suspected child abuse or maltreatment is a direct and personal duty, and cannot be assigned or delegated to another person. There is no duty to investigate, confirm or substantiate statements a student may have made which form the basis of the reasonable cause to believe that the student have been abused or subjected to maltreatment by another person; however, a person with a duty to report may find it helpful to make a limited inquiry to assist in the formation of a belief that child abuse, maltreatment or neglect has occurred, or to rule out such a belief. Employees and volunteers who call the Child Abuse Hotline in good faith are immune from civil liability and criminal prosecution.

By law, no school or Co-op employee may prohibit or restrict an employee or volunteer from directly reporting suspected child abuse or maltreatment, or require that any person notify or seek permission from any person before making a report to the Child Abuse Hotline.

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

Date Adopted: May 5, 2016

**STEP 1**

**FORM A**

**GRIEVANCE REPORT**

FROM: \_\_\_\_\_, Grievant 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**

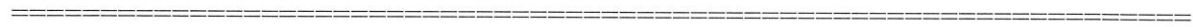
**GRIEVANCE**

FROM: \_\_\_\_\_  
(Grievant 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 of Appeal: \_\_\_\_\_

Response to Appeal: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

**STEP 5**

**FORM C**

**BOARD OF DIRECTORS' APPEAL**

FROM: \_\_\_\_\_, Grievant Person

TO: Cooperative Board of Directors

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

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

Attach: Grievance Report (FORM A)  
Appeal (FORM B)

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



**STEP 6**

**BOARD OF DIRECTORS' RESPONSE TO APPEAL**

TO: \_\_\_\_\_, Grievant Person

FROM: Cooperative Board of Directors

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

ATTACH WRITTEN RESPONSE FROM BOARD OF DIRECTORS