



2018-19

# Crowley's Ridge Educational Service Cooperative

Personnel Policy Handbook

# **CROWLEY'S RIDGE EDUCATIONAL SERVICE COOPERATIVE**

**2018-19**

COUNTIES: Craighead, Crittenden, Cross, Mississippi, Poinsett and Newport in Jackson County.

## **PERSONNEL POLICIES**

### **I. NAME**

The name of the agency shall be Crowley's Ridge Educational Service Cooperative.

### **II. MISSION**

The purpose of this Cooperative is to be of assistance to member schools in achieving more efficient use of their shared resources; to be of assistance in meeting or exceeding accreditation standards; and, to promote coordination between districts and the State Department of Education in order to provide services consistent with district needs.

### **III. GENERAL GOALS**

#### **A. Services**

The needs and desires of the districts will greatly influence the Cooperative's service program. These programs will also be structured so as to make services available to local districts through the Cooperative.

1. The Cooperative will endeavor to make available the requested services more economically and effectively than could be achieved on the local level.
2. The Cooperative shall make a strong effort to provide services to all interested districts as equally accessible as possible.

#### **B. Communication and Coordination**

1. The Cooperative shall work with district, other Cooperatives, and the State Department of Education to improve communication and coordination.
2. This Cooperative shall work diligently in striving to comply with the wishes of the local districts in its operations, as long as it is consistent with state regulations.

### C. Governing Bodies

There are two types of Boards that all Co-op can function by:

1. The General Board is the governing body that is comprised of the Superintendent, or his designee, from each member district. A quorum, and a majority vote, will rule on proposals.
2. The Executive Board shall consist of a total of seven (7) members selected from counties represented, so as to represent local districts equitably. (Craighead 1; Crittenden 1; Cross 1; Mississippi 1; Poinsett 1; and At-Large 2.) After this first term of office all terms will be for three (3) years.

CRESC function with a General Board.

3. Should any vacancies occur, it shall be filled by the Board until the next election date. The appointee shall be a representative of the county where the vacancy exists.
  - a. The re-appointment or dismissal of the Director at the end of each year shall occur after the sentiments of a majority of the members of the Executive Board have been obtained.
  - b. Upon the recommendations of the Director, appoint and dismiss other employees of the Cooperative.
  - c. General fiduciary responsibilities for the Cooperative with regard to policies and practices consistent with guarding the integrity of the agency and maintaining public trust in its operation. Such responsibilities shall include but not be limited to the following:
    1. Develop a budget
    2. Periodic review of disbursements and receipts
    3. Approval of financial procedures
    4. Compliance with applicable statutes
    5. Establishment of personnel policies
    6. Monitoring of annual programs to make sure they comply with priorities of the Board and the services of member school

### D. Participation

1. The participation of any district in any Cooperative service is strictly voluntary.

## E. Accountability

1. The Cooperative is required to report to the State Department of Education upon receipts and disbursements in a format prescribed by the Department.
2. Employees , administrators, officials, or agents shall not solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements including but not limited to:
  - a) Entertainments;
  - b) Hotel rooms;
  - c) Transportation;
  - d) Gifts

## F. Personnel

This Cooperative shall strive to hire the best available qualified persons; its personnel policies and pay schedules shall be designed to attract and hold such people. Consistent with this goal the following personnel polices shall abide:

1. Status and Regulations - This Cooperative will comply with applicable personnel statues of the State of Arkansas, and the federal government; rules and regulations of the Arkansas Department of Education, and other official control agencies affecting employment practices.
2. Non-discrimination - The Cooperative shall not discriminate in recruiting, hiring, firing, and day-to-day working policies and practices affecting its employees. It is hereby declared to be the policy of the governing body and the Board that equal opportunity shall be pursued for all employees regardless of race, sex, national origin or handicap.
3. Responsibility for Policy Execution - The governing body of this Cooperative assigns responsibility for executing personnel policies to the Board and to the Director.
  - a. The Board shall:
    1. Have the responsibility to recommend to the Superintendents' the re-appointment or the dismissal at the end of the year of the Director. This shall be made upon a majority vote.
    2. Establish the Director's salary, benefits, working conditions, and length of contract. Contract may be issued from one (1) to three (3) years.

3. Upon the recommendation of the Director appointment, dismissal, salary levels, benefits, and working conditions for other employees.
4. Conduct an annual assessment of the Directors effectiveness and report to the governing body.

b. The Director shall:

1. Carry out the policies established by the governing body and the Board.
2. Recommend appointments and/or dismissals, benefits, and working conditions to the Board.
3. Temporarily employ, not to exceed 60 days without Board approval, of new personnel.
4. Employ part-time and consultative personnel as the need arises within the limiting constraints of the budget.

4. Operational Personnel

a. Employment of Personnel

1. The Board shall employ, upon a recommendation of the Director such employees as deemed necessary to carry out the successful operation of the Co-op.
2. Certified Personnel shall be able to meet all requirements Prescribed by law or set by the Director and Board at the time of employment. Items required to be on file in the office of the Director shall include: a valid teaching certificate, a complete official copy of the transcript of all college credits, a Teacher Retirement System membership, a completed W-4 form, a personal information sheet, work record, and a copy of Social Security Card. It is not the policy of Crowley's Ridge Educational Co-op to pay the fee required for the criminal background check before employing a new certified or non-certified employee. Prospective employees are responsible for paying required fee. ACT 1314 and ACT 1315.

b. Dismissal

1. Termination of employment will be in accordance with the existing law of the State of Arkansas as stated in subchapter 15 (Teacher Fair Dismissal) ACT ACE 16-17-1501 and subchapter 17 (Public School Employee Fair Hearing) ACT ACE 6-17-1701.
2. The Crowley's Ridge Educational Service Cooperative will provide a hearing, upon request, and otherwise follow the procedures as outlines in the "Public School Fair Employment and Dismissal Practice Act", Act 799 of 1979.

c. Employment Sick Leave

1. A full time employee under contract shall be allowed one (1) day of sick leave at full pay for each month employed under the contract,(example 190 day contract will receive 10 days) until a maximum of ninety (90) days have been accumulated. Employees will be allowed to transfer up to ninety (90) days of accumulated sick leave form other school or educational agencies. For all absences in excess of those described above a proportional amount will be deducted, unless otherwise directed by the Director. This amount will be equal to the total annual salary divided by the total number of days employed and multiplied by the number of days in excess absences .
2. To qualify for supplemental pay for unused sick days, an employee must have accumulated ninety (90) days of unused leave. Beginning with the school year following the one in which the maximum ninety (90) days of allowable sick leave is reached, payment will be made for any days accumulated beyond the ninety (90) days carry-over limit. This payment will be made in June at the end of the school year. Rate of pay will be \$50.00 per day. The ninety (90) day base must be maintained at all times in order to qualify for pay for unused sick leave.
3. Sick leave covers sickness of a full-time employee or the death or illness of the employee's spouse, children, parents, grandparents, and/or relatives living in the same household as the employee. Pregnancy will be treated the same as the other illnesses.
4. An accurate up-to-date record of sick leave will be kept in the office of the Director who may, at his discretion, require proof of illness.

5. The CRESC Sick Leave Bank will provide all eligible employees who have exhausted accumulated sick leave a means of possibly obtaining additional sick leave days.

All employees of the CRESC shall be eligible for participation in the Sick Leave Bank. By September 15, each year, employees must declare whether or not they intend to participate in the Sick Leave Bank. Those electing to participate in the Bank must contribute one sick day a year to the Bank. Such declaration and contribution shall be made on a CRESC form distributed and collected by the CRESC Administrative Office.

Any employee will be eligible to request a grant from the Sick Leave Bank only during the contract period in which the employee has made a contribution to the Bank. The CRESC Personnel Policies Committee shall serve as the Sick Leave Bank Committee. Requests will be submitted in writing to the committee chairperson. The Committee may request a review of sick leave records and /or require appropriate documentation from Sick Leave Bank records. The Committee may require a physician's statement to verify the need for sick leave. Grants from the Sick Leave Bank may, as a general guideline, be withdrawn only for absence due to catastrophic illness or injury to a participant or participant's spouse, children, parents, or any other relative in the same household. Catastrophic illness or injury for the purpose of this policy is defined as an injury or illness which will be disabling and is not related to normal pregnancy, cosmetic surgery or correctional surgery.

The Committee and the Administrative Office shall maintain records of Sick Leave Bank utilization and reconcile the records at least annually.

The Bank days may be used only upon exhaustion of a participating employee's accumulated sick leave days and vacation days. Days used from the Bank are grants and do not require re-payment. Sick Leave Bank days will not be granted if the employee is eligible to receive income from an income or salary protection policy.

Sick Leave Grants shall be for no more than forty (40) days for an individual employee per annual contract period. Unused Bank days will accumulate and carry forward. If the total of available days in the Bank falls to less than thirty (30) days, the Committee may solicit additional contributions to the Bank. If, at the end of any school year, the number of days in the Bank exceeds one

hundred and sixty (160), then current members will receive automatic membership at the beginning of the next school year. New members must contribute to the Bank.

- d. Personal or Business Leave - An employee under contract shall be allowed two (2) days absence at full pay for business or personal reasons. Personal days are accumulative and employees can accumulative up to four (4) days. Requests for absence from duty for any reason other than holidays and sick leave must be made to, and approved by the Director. In regards to all absentees (sick leave, jury, etc), employees are required to advise the main office of their absence prior to 9:00 a.m., or at the time of requiring to take off, if sick leave becomes necessary after reporting to work. *Otherwise, the employee may be docked a days salary.*
- e. Other Absences
  - 1. An employee who is unable to complete the contract year as agreed upon, will not be eligible for re-employment under the employment by making application to the Director.
  - 2. An employee may serve on jury duty without penalty or loss of pay.
- f. Expense or Travel -
  - 1. The Cooperative will reimburse for expenses in the following manner if request is approved by the Director. Mileage reimbursement will be made at the rate paid by the State of Arkansas. Mileage will be reimbursed from the duty station, based on the shortest route on the Google Maps Website in Google Suite.
  - 2. Expense or Travel Within Cooperative Region - Employees shall be reimbursed for all miles driven from their first daily assignment to any subsequent assignment during the day. Employees will not be reimbursed mileage from home to their first assignment or from their last assignment to home, regardless of their place of residence, in compliance with the IRS tax code. Reference at <https://www.irs.gov/publications/p463/ch01.html>.
  - 3. Expense or Travel Outside Cooperative Region - Mileage reimbursement will be made at the rate paid by the State of Arkansas. Mileage will be reimbursed from the duty station or



home, based on the shortest route on the Google Maps Website in Google Suite.

4. Actual expenses of lodging will be reimbursed when common sense dictates the necessity for overnight accommodations. A hotel/motel receipt will be attached to the request for reimbursement. Reimbursement for lodging expenses will be made only in instances that have prior approval from the Director.
5. Reimbursement for meals is allowed only in connection with overnight travel. Reimbursement is to be claimed for the actual expenses for meals, not to exceed the maximum allowable rate of \$41.00 per day for in-state travel. Reimbursement for out-of-state travel will not exceed the federal maximum allowable rates published on the United States General Services Administration website at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem). Receipts for meals are not to be submitted with the reimbursement paperwork, but should be maintained by the traveler as they may be requested at the Director's discretion. In the event that meals are provided by the conference/meeting, the maximum allowable rate of \$41.00 will be reduced as follows:

Breakfast	\$ 7.00
Lunch	\$11.00
Dinner	\$23.00

On the day of departure and the day of return, as indicated on the travel request form, the traveler may only claim incurred expenses of up to 75% of the maximum allowable rate. For in-state travel, this amount is \$30.75.

6. Extended or out-of-state travel will require approval of the Director.
  7. All requests for expense reimbursement will be made on standard Co-op "Travel Expense Reimbursement Forms", and will be approved by the Director.
  8. CELL PHONE REIMBURSEMENT FOR WORK RELATED CALLS: Identified business call only, will be reimbursed at a standard rate of .08 cents a minute.
- g. Retirement – All certified employees and other eligible employees are required by law to join the Arkansas Teachers Retirement System.

1. Upon retirement all personnel will be compensated for unused sick leave under the following:
  - a. Payment of unused sick leave will be the rate of thirty (30%) percent of the daily pay.
  - b. The employee must be an approval applicant for teacher retirement benefits and must have ten (10) years of service credited with the Teacher Retirement System and ten (10) years service with Crowley's Ridge Educational Cooperative.
- h. Vacation – Vacations for twelve (12) month employees will be for 10 days. Employees desiring to take vacation time must obtain approval from the Director. Vacation days must be approved by the Director in advance. Vacation days may be carried over if submitted in writing and approved by the Director. Vacation days carried over **must** be used by December 31 of the new year.
- i. Holidays – Holidays for employees of the Cooperative will be scheduled, as nearly as possible, to coincide with the holiday schedule of the member schools.

The Director may grant administrative leave in the case of emergencies such as inclement weather.
- j. Pay Schedule – All employees will be paid twice a month.
- k. Temporary policies on matter not covered by these initial policies will be developed and implemented as necessary by the Director, with consideration for approval by the Board of Directors at its next regularly scheduled meeting after the effective date of the temporary policy.

**EQUAL OPPORTUNITY EMPLOYMENT**  
**FOR**  
**CROWLEY'S RIDGE EDUCATIONAL SERVICE COOPERATIVE**

No person shall be denied employment, re-employment, or advancement; nor shall be evaluated on the basis of sex, marital status, race, color, creed, national origin, or qualified handicaps. Age shall be considered only with respect to minimums set by laws and retirement as specified by the state or polices of this board.

Any complains concerning issues in the above policy statement shall be referred to the Equity Coordinator of Crowley's Ridge Educational Service Cooperative.

CRESC Advisory Board

**CROWLEY'S RIDGE EDUCATIONAL SERVICE COOPERATIVE**  
**CRESC ADVISORY BOARD**

The Equity Coordinator for the Cooperative shall be named by the Board. The person named to this position shall, in general, be responsible for compliance activities and will also fill the following roles:

1. Serve as chairman of the Equity Self-Evaluation Steering Committee and will play an active role in that committee in identifying problems, assessing needs and generally advising in the equity process.
2. The coordinator will attend appropriate meeting and will, in general, stay abreast of current equity related information.
3. The coordinator will formulate a Self-Evaluation Steering Committee and propose that body's membership to the Board for approval.
4. Will be responsible in seeing equity laws and regulations disseminated through monitoring of all Cooperative program areas.
5. Coordinate the Cooperative's grievance procedures.
6. Organize activities and in-service for achieving the Cooperative's equity goal by working with the Administrators involved in this process. Will present or organize presentations concerning equity issues during in-service activities.
7. Document the Cooperatives equity activities.
8. Monitor and evaluate the Cooperative's progress toward educational equity.
9. Work on role-modeling educational equity.

CRESC Advisory Board

## **DRUG – FREE WORKPLACE POLICY**

This policy meets the requirements stated by Section 5154 of the Drug – Free Schools and Communities Act, as added by Section 22 of the Drug – Free Schools and Communities Act Amendments of 1989 (P.L. 101-226).

The Crowley's Ridge Educational Service Cooperative recognized its responsibilities to employees to provide a drug – free workplace and to prohibit unlawful manufacture, distribution, dispensation, possession, or use of any controlled substance by employees. Employees will be made aware of these prohibitions, and they will be made aware of the problems and dangers associated with drug use and abuse. Employees will also be made aware of area agencies and treatment centers which specialize in the treatment and recovery of substance abuse related problems.

When it has been established that an employee possesses or is under the influence of illegal drugs or other materials expressly prohibited by federal, state or local laws; or of any mind altering non-prescribed substances while he/she is on official business, he/she will be subject to probation, suspension with or without pay, or dismissal. The employee may be reported to legal authorities.

Employees of this Cooperative, as a condition of employment, agree to abide by the terms of the above statements and to notify the employer of any criminal drug status conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

Nothing in this regulation shall limit the Cooperative's right to discipline up to and including discharge of an employee for off duty, off premises illegal drug activities.

## **GRIEVANCE PROCEDURE**

### **CROWLEY'S RIDGE EDUCATIONAL SERVICE COOPERATIVE**

Definition: A grievance shall mean a claim initiated by an employee(s) which is thought to be a violation, misinterpretation, or misapplication of Crowley's Ridge Cooperative personnel policy or Arkansas State Law.

STEP 1: The employee shall first discuss and informally try to resolve the problem with their immediate supervisor.

STEP 2: The employee shall submit a formal, written grievance if he/she feels that the problem has not been resolved. The grievance will be signed and dated by the employee and submitted to the immediate supervisor. The immediate supervisor will provide the employee with a written response on the grievance within fourteen (14) calendar days.

STEP 3: The employee shall then submit a formal written grievance if he/she feels that the problem has not been resolved. The grievance shall be signed and dated by the employee and submitted to the Administrative Assistant within ten (10) calendar days of receiving the report from the immediate supervisor. The Administrative Assistant will provide the employee with a written response on the grievance within (30) calendar days.

STEP 4: The employee shall submit a formal written grievance if he/she feels that the problem has not been resolved. This grievance will be signed and dated by the employee and submitted to the Director within ten (10) calendar days of receiving the written report from the Administrative Assistant. If no resolution is reached, the Director will refer the matter to the Executive Board within thirty (30) days after the receipt of the grievance. The Board will tender its decision in writing on the grievance, including the reasons on which it is based, within ten (100) calendar days of the hearing.

## **ACKNOWLEDGEMENT**

I \_\_\_\_\_, an employee of the Crowley's Ridge Educational Cooperative, hereby certify that I have received a copy of the Cooperative Board Policy regarding the use, possession, manufacture, distribution or dispensation of illegal drugs (including alcohol). I realize that as a result of violating this Policy, I may be suspension, dismissal, termination, arrested, fines and incarceration.

I will notify the Cooperative of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

## PERSONNEL POLICY ACKNOWLEDGEMENT

I \_\_\_\_\_, hereby certify that I have received a copy of the Crowley's Ridge Cooperative Personal Policy Manual as evidenced by my signature below.

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Name

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Date