

3.5—LICENSED PERSONNEL CONTRACT RETURN

An employee shall have thirty (30) days from the date of the receipt of his contract for the following school year in which to return the contract, signed, to the office of the Superintendent. The date of receipt of the contract shall be presumed to be the date of a cover memo which will be attached to the contract.

Failure of an employee to return the signed contract to the office of the Superintendent within thirty (30) days of the receipt of the contract shall operate as a resignation by the employee. No further action on the part of the employee, the Superintendent, or the School Board shall be required in order to make the employee's resignation final.

~~Legal Reference: A.C.A. § 6-17-1506(e)(1)~~

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3.7—LICENSED PERSONNEL SICK LEAVE

An employee shall be entitled to sick leave only for reasons of personal illness, bereavement, scheduled medical appointments, or illness in his or her immediate family.

Predictable Absence:

In the case of any use of regular sick leave or extended sick leave which may be predictable (e.g., elective surgery and pregnancy) and which will probably last five (5) consecutive days or longer, the certified employee shall notify the building administrator and the Director of Human Resources in writing at least thirty (30) days prior to the expected commencement of such leave and an anticipated date of return. In the case of sick leave use for appointments, employee shall notify the building administrator and the LRSD Sub System as soon as the appointment is made.

Except in cases of emergency when employees are physically or mentally incapable of meeting these criteria, the following conditions must be met in order to use sick leave:

- a. The LRSD Designated Sub System must be notified of the use of sick leave at least two (2) hours before the start of the employee's workday.
- b. The Building Administrator must be notified of the use of sick leave at least two (2) hours before the start of the employee's work day. Exceptions may be warranted in extraordinary circumstances and will be handled by the Building Administrator on a case by case basis.

On the first day of their contract period, all employees who are employed by LRSD on or before October 31, 2015 will be credited with the number of sick leave days without loss in pay as indicated by the table below, with an accumulation from year to year to a maximum of one hundred seventy-eight (178) days:

Length of Contract

Number of Sick Leave Days

190-200	10
201-220	11
221 or over	12

Teachers hired by LRSD beginning November 1, 2015 will receive leave in accordance with “The Teachers’ Minimum Sick Leave Law,” A.C.A. § 6-17-1201 et. seq. Other employees hired by LRSD beginning November 1, 2015 will receive leave in accordance with “The School Employees Minimum Sick Leave Law,” A.C.A. § 6-17-130 et. seq. All employees hired beginning November 1, 2015 will accumulate sick leave from year to year to a maximum of ninety (90) days.

The United States Department of Education Office of Civil Rights defines chronic absenteeism as educators using more than 10 days of annual sick leave. Excessive absenteeism will be addressed with employees who exceed the number for the current contract year. Discipline may proceed (continue) for a period of one year from the date of the last disciplinary sanction administered.

Cross References: 3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT
 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE
 3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS’ COMPENSATION

Legal References: A.C.A. § 6-17-1201 et seq.
 29 USC §§ 2601 et seq.
 29 CFR part 825
www.ocrdata.ed.gov

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3.23—LICENSED PERSONNEL GRIEVANCES

A. Purpose

The purpose of this grievance procedure is to provide for an orderly method of resolving concerns raised by an employee at the lowest possible administrative level and in a clear and timely manner for both parties.

B. Definition

“Grievance”- means any concern related to personnel policy, salary, Federal or State laws and regulations, or terms or conditions of employment raised by an employee, including recommendations for nonrenewal, termination, or suspensions ~~under the Arkansas Teacher Fair Dismissal Act (A.C.A. § 6-17-1510) and the Public School Employee Fair Hearing Act (A.C.A. § 6-17-1705) are excluded from this grievance procedure and are governed by the requirements of those statutes.~~ A grievance may

be pursued by an individual employee or by a group of employees who have the same grievance.

C. Representation

No employee shall be required to discuss any grievance without a representative of the LREA being present unless the employee waives that right by signing a waiver document.

D. Cooperation

The LRSD and LREA agree to cooperate in the investigation of any grievance and to exchange any information required for the processing of the grievance.

E. Filing of Grievances

All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the parties.

F. Informal Resolution

The parties acknowledge and agree that an employee and his/her immediate supervisor shall first attempt to resolve any problem at the lowest possible administrative level in an orderly fashion within five (5) days of the incident upon which the problem is based.

LREA and the LRSD Board agree that the disciplinary process for minor offenses shall normally be based on a system of progressive discipline involving a written warning, written reprimand, suspension without pay, and discharge. The parties acknowledge that some levels of conduct may merit discipline at any level, up to and including discharge. Employees shall have the right to an LREA representative at a disciplinary meeting.

G. Formal Grievance Procedure

1. **Level One – Immediate Supervisor**

If the grievance is not resolved to the grievant's satisfaction through informal discussions with his or her immediate supervisor, the grievant may, within five (5) working days from the date the informal resolution efforts failed, submit the grievance to the Association. If the Association decides that the grievance has merit, within five (5) working days of receipt by the Association, the Association will file the written grievance with the appropriate supervisor, with a copy to the Superintendent.

The grievance letter shall include the following:

- a. Name of the employee(s) involved
- b. Date of the alleged violation
- c. Citation of the contractual violation
- d. Brief summary of the facts giving rise to the grievance
- e. Statement of the contention of the employee(s) and of the Association on the issues
- f. The requested remedy

The supervisor shall, within five (5) days after the receipt of the grievance, set a date and time for a meeting with the employee and the Association's representative. The grievance letter shall not limit the discussion of relevant facts that may come to light in the course of the discussion of the grievance.

The supervisor shall provide the aggrieved party and the Association with a written answer to the grievance within three (3) days after the meeting.

2. Level Two - Superintendent

If the grievant is not satisfied with the administrator's determination, or if no decision has been rendered within three (3) days after the meeting, then within ten (10) days after the Level One meeting, the grievance shall be advanced to Level Two. The grievant shall be entitled to a hearing before the Superintendent or his designee within ten (10) working days of the date the grievant provides a written grievance to the Superintendent. The grievance hearing procedure shall be informal and shall consist of the grievant explaining and supporting the grievance, the grievant's immediate supervisor explaining and supporting his or her opposition to the grievance, and both sides responding to questions from the Superintendent or his or her designee. The grievant may be represented at the hearing by a person of his or her choosing (but not a member of the grievant's immediate family). The Superintendent or his or her designee will provide the grievant a written decision within ten (10) working days from the date of the grievance hearing. Grievances which are the result of recommendations for suspensions without pay, terminations, and/or non-renewals shall begin at Level Three.

3. Level Three – Appeal to the LRSD Board of Directors

If the grievant is not satisfied with the decision of the Superintendent or his or her designee, the grievant may appeal to the LRSD Board of Directors providing a written notice of appeal to the President of the LRSD Board of Directors and the Superintendent of Schools within five (5) working days of the grievant's receipt of the decision of the Superintendent or his or her designee. The written notice of appeal shall contain the grievant's specific objections to the decision of the Superintendent or his or her designee, the facts supporting those objections, and the resolution sought in the appeal. The appeal hearing will be held at the next regularly scheduled meeting of the LRSD Board of Directors unless a twenty-four (24) hour notice is given by the employee.. Failure to attend the second scheduled appeal hearing, absent compelling circumstances, will result in the case being determined by the facts presented. The hearing shall be open or closed at the discretion of the grievant. The grievant may be represented at the hearing by a person of his or her choosing (but not a member of the grievant's immediate family). The grievant shall have an adequate opportunity to present the grievance, including no less than ninety (90) minutes within which to present and question witnesses. The LRSD Board of Directors shall decide the grievance within ten (10) working days of the completion of the grievance hearing and shall provide a copy of its decision in writing to the grievant. There shall be no reprisals of any kind against an employee who exercises his or her right to pursue a grievance or participates in the process of any grievance.

The pay of an employee recommended for non-renewal or termination shall continue until the Level Three Hearing is determined.

Legal References: A.C.A. § 6-17-208, 210

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3.34—LICENSED PERSONNEL DISMISSAL AND NON-RENEWAL

~~For procedures relating to the termination and non-renewal of teachers, please refer to the Arkansas Teacher Fair Dismissal Act (A.C.A. §§ 6-17-1501 et seq.) and the Teacher Evaluation Support System (A.C.A. §§ 6-17-2801 et seq.). The Acts specifically are not made a part of this policy by this reference. Also, please see negotiated agreements with the Association.~~

~~The Little Rock School District has obtained waivers of the Teacher Fair Dismissal Act (Ark. Code Ann. § 6-17-1501 et seq.) and the Public Employee Fair Hearing Act (Ark. Code Ann. §6-17-1701 et seq.). All district employees are employed at will and may be terminated at any time for any reason allowed by state and federal law.~~

~~Employees are entitled to be heard in matters related to suspension, termination, and reduction in force, pursuant to policies 3.23 and 8.19. All grievances concerning suspension, termination, nonrenewal, or reduction in force shall be treated as Level Three grievances with an appeal to the LRSD School Board.~~

Legal Reference: A.C.A. § 6-17-201
~~A.C.A. §§ 6-17-1501 et seq.~~
~~A.C.A. §§ 6-17-2801 et seq.~~

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