

8.5—CLASSIFIED EMPLOYEES SICK LEAVE

Definitions

1. “Employee” is an employee of the District working 20 or more hours per week who is not required to have a teaching license as a condition of his employment.
2. “Sick Leave” is absence from work due to illness, whether by the employee or a member of the employee’s immediate family, or due to a death in the family. The principal shall determine whether sick leave will be approved on the basis of a death outside the immediate family of the employee.
3. “Current Sick Leave” means those days of sick leave for the current contract year, which leave is granted at the rate of one day of sick leave per month worked, or major part thereof.
4. “Accumulated Sick Leave” is the total of unused sick leave, up to a maximum of ninety (90) days accrued from previous contracts, but not used. Accumulated sick leave also includes the sick leave transferred from an employee’s previous public school employment.
5. “Immediate family” means an employee’s spouse, child, parent, or any other relative provided the other relative lives in the same household as the employee.

Sick Leave

The principal has the discretion to approve sick leave for an employee to attend the funeral of a person who is not related to the employee, under circumstances deemed appropriate by the principal.

Employees who are adopting or seeking to adopt a minor child or minor children may use up to fifteen (15) sick leave days in any school 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. See also, 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE, which also applies. Except for bonding time, documentation shall be provided by the employee upon request.

Pay for sick leave shall be at the employee’s daily rate of pay, which is that employee’s hourly rate of pay times the number of hours normally worked per day. Absences for illness in excess of the employee’s accumulated and current sick leave shall result in a deduction from the employee’s pay at the daily rate as defined above.

At the discretion of the principal (or Superintendent), and, if FMLA is applicable, subject to the certification or recertification provisions contained in policy 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE the District 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 discipline up to and including termination.

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.

If the employee's absences are not subject to the FMLA or are in excess of what is protected under the FMLA, excessive absenteeism, to the extent that the employee is not carrying out his/her assigned duties to the degree that the education of students or the efficient operation of a school or the district is substantially adversely affected (at the determination of the principal or Superintendent) may result in termination.

Sick Leave and Family Medical Leave Act (FMLA) Leave

When an employee takes sick leave, the District shall determine if the employee is eligible for FMLA leave and if the leave qualifies for FMLA leave. The District may request additional information from the employee to help make the applicability⁴ determination. If the employee is eligible for FMLA leave and if the leave qualifies under the FMLA, the District will notify the employee in writing, of the decision within five (5) workdays. If the circumstances for the leave as defined in policy 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE don't change, the District 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 accumulated 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 accumulated sick leave, vacation or personal leave. See 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL 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. Except as provided in policy 8.36, if an employee who works a non-district job while taking district sick leave for personal or family illness or accident, Workers Comp, or FMLA shall be subject to discipline up to and including termination.

Cross References: 8.12—CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT
 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE
 8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND
 WORKERS' COMPENSATION

Legal References: A.C.A. § 6-17-1301 et seq.
 29 USC §§ 2601 et seq.
 29 CFR 825.100 et seq.
 www.ocrdata.ed.gov

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Last Revised:

8.19—CLASSIFIED 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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8.31—CLASSIFIED PERSONNEL TERMINATION AND NON-RENEWAL

~~For procedures relating to the termination and non-renewal of classified employees, please refer to the Public School Employee Fair Hearing Act A.C.A. § 6-17-1701 through 1705. The Act specifically is not made a part of this policy by this reference.~~

~~A copy of the code is available in the office of the principal of each school building.~~

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. § 6-17-2301

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