

# **Little Rock School District Employee Handbook**



**Little Rock School District  
810 West Markham Street  
Little Rock, AR 72201**

**LITTLE ROCK SCHOOL DISTRICT**  
**BOARD OF EDUCATION**

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**SUPERINTENDENT**

Dr. Linda Watson

Note: This booklet is intended for all employees. However, when there is conflicting language with a Professional Negotiated Agreement for a group of employees, the PNA will prevail.

"This handbook presents policies and procedures current at the time the handbook went to press. However, because all policies and procedures are subject to continuing evaluation process, the school district reserves the right to make revisions at any time and without prior notice. The provisions of the publication do not represent, in any way, a contract with the employee and should be regarded as such."

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## SECTION 1: NON-DISCRIMINATION

Policy: Reference Board Policy (GBA)

The District will not discriminate against any employee or applicant for employment on the basis of age, race, creed, color, gender, marital status, national origin, religion, or disability. It is the policy of the District not to discriminate against an applicant or employee on the basis of sexual orientation.

## SECTION 2: PROFESSIONAL STAFF

### DEFINITIONS:

**CERTIFIED EMPLOYEE:** Any person who must possess teaching or administrative certificates issued by state education authorities in order to hold his or her positions.

**CLASSIFIED EMPLOYEE:** Any person employed by the District under a written annual contract who is **not** required to have a teaching certificate issued by the Arkansas Department of Education as a condition of employment.

**PROBATIONARY CLASSIFIED EMPLOYEE:** A classified employee who has not completed one (1) year of employment with the District. The Board may extend the probationary period of any employee by one (1) year provided the extension is voted at least thirty (30) days prior to the completion of the employee's probationary period.

**FULL-TIME EMPLOYEE:** Employees whose regular assignment requires them to work not less than five days per week for not less than four hours per day during the period of the employee's work year, excluding vacation, sick leave, and holidays.

**PART-TIME EMPLOYEE:** Employees whose regular assignment requires them to work less than four hours per day.

**TEMPORARY EMPLOYEE:** Employees who accept assignment for a predetermined period of time. The length of service for an assignment may be based on:

- a. Time needed to complete a specific task;
- b. A specific date set for the termination of an assignment;
- c. The return of a full-time or part-time employee from an absence.

**EXTENDED TEMPORARY EMPLOYEE:** Temporary employees who may receive an assignment that continues for 20 consecutive working days or longer.

**INTERN:** Teachers who receive an assignment after the first student contact day of the school year that continues until the end of the school year. The position is declared vacant at the end of the school year.



### SECTION 3: ASSOCIATIONS/REPRESENTATION

A. Employees are represented by several organized representatives. Names and numbers of these organizations may be obtained by contacting the Human Resources Department.

B. These associations are recognized as the exclusive bargaining agent by the Board of Directors for those employees defined in the recognition clause of each Professional Negotiated (P.N.) Agreement. There are agreements for:

Teachers  
Bus Drivers, Aides, and Monitors  
Custodians  
Paraprofessionals  
Security Officers

Additionally, the district recognizes 'Meet and Confer' committees as the representative of certain groups. These groups are for:

Clerical employees  
Maintenance employees  
Nurses

C. By January 1 of each calendar year, each representative group will certify that it represents the majority of their eligible employees. Failure to represent 50% of the eligible employees will cause the District to withdraw recognition of the representative group.

### SECTION 4: EMPLOYEE WORK CALENDARS

The working year for all employees will be set forth on the school calendar as adopted each year by the Board of Education. The work day calendars will specify the number of days to be worked, days off, and recognized holidays.

Depending on the type of position and the work required, employees will have contracts of varying lengths. Each employee should discuss the length of his/her contract with his/her supervisor to determine the applicable work calendar for their position.

### SECTION 5: EMPLOYMENT & SALARY PLACEMENT

#### Salary Schedules

Administrative and clerical positions have been assigned to an appropriate level (range) on the salary schedules based on job classification and performance responsibilities. Each level (range) has 20 steps which recognize credit for related work experience. Salaries for each range and step have been prorated into separate salary schedules consistent with the length (number of workdays) of the contract.

In addition to the scheduled salary, employees placed on the administrative salary schedules receive additional stipends for educational training as follows:

1. \$1500 for MA+30;
2. \$2000 for MA+60 or Specialist;
3. \$3000 for Doctorate.

Clerical employees who possess a four-year college degree will receive an educational stipend of \$500. Clerical employees who possess a two-year college degree will receive an educational stipend of \$250.

#### **Initial Placement**

Generally, credit for previous experience will be granted at the rate of one year of credit for each one year of prior similar work experience.

Credit for previous experience will be granted at the rate of one year of credit for each three years of teaching or other non-administrative experience. Credit for previous acceptable administrative experience will be granted at the rate of one year of credit for each year of experience.

For employees new to the Little Rock School District, previous experience will be limited to seven years credit so that initial placement will not be higher than step eight on the salary schedule. For employees promoted to an administrative position within the District, the daily rate of pay shall not be less than the employee was earning at the time of the promotion. Any exceptions to this placement criteria must be recommended to, and approved by, the Superintendent.

Any current administrator whose daily rate of pay is less than this regulation allows because of initial placement under any previous regulation shall have his/her pay increased by adding one additional incremental step each year until the placement is consistent with this regulation.

#### **Advancement on Schedule**

All employees on administrative salary schedules are normally advanced one step per year from their initial step placement. Employees must be employed for at least one full semester after initial placement to qualify for a step increase for the following school year.

### **SECTION 6: PHYSICAL EXAMINATIONS**

A. School bus drivers, in conformity with Department of Transportation regulations, must have physical examinations. Specific requirements regarding such exams will be provided by the government.

B. If an employee is required by the District to have an examination after employment and the doctor performing the exam is specified by the District, the cost of the exam will be borne by the District unless otherwise indicated to the employee prior to the examination.

### **SECTION 7: ASSIGNMENTS, TRANSFERS AND PROMOTIONS**

#### **Assignments**

Assignments to specific schools, offices, or positions will be made by a Human Resources administrator in cooperation with principals, department supervisors, and directors. Factors taken into consideration in making assignments are the employee's skills and needs of the District.

#### **Transfers and Promotions**

Any employee may request transfer to or apply for any position in the District at any time. The request must be made in writing and submitted to the Human Resources office.

**Transfer Request Forms**

The transfer request form allows the employee to specify the nature of the assignment for which she/he is applying including department or school, job classification, specific job title, and effective date of the request. A request for transfer may be initiated by a principal, department supervisor, or director as well as by the employee.

**Demotions**

From time to time, it may become necessary to demote an employee. When the demotion is for a reason that is no fault of the employee, the employee will maintain the same salary for the remainder of the contract year. At the conclusion of the contract year, the employee's salary will be changed to the grade of the position being held by the employee at that time. If the demotion is for performance reasons, the change in salary will be effective on the date of the change.

**Vacancy Announcements**

When classified vacancies occur, they shall be announced through District-wide communication means. At the discretion of the Director of Human Resources, the vacancy may be advertised outside of the District.

**Vacancy Selection**

When vacancies occur, transfer requests, applications, and/or resumes are judged on the basis of the employee's qualifications, job performance, and the needs of the District.

Depending on the number of applicants for the position, not all employees will be guaranteed an interview and those selected for an interview will be selected upon review of their qualifications, education, and experience.

**Selection Interviews**

Applicants may be required to participate in a selection process consisting of interviews and/or testing by an interview committee. Members of the interviewing committee must attempt to identify the candidate's job knowledge, skills and education, physical qualifications where relevant, mental ability, judgment, ability to communicate, aptitudes, personality factors such as initiative, flexibility, adaptability, human relations ability, cooperativeness, and work orientation, reliability, honesty, integrity, and conscientiousness.

**The following steps will be followed in the selection process:**

A simple interview outline will be used by each member of the team to assist in achieving an impartial analysis of each candidate's traits.

Every effort will be made to identify each candidate's strong and weak points. Members of the team should deal with facts and documented performance evaluations.

Any negative performance appraisals that have never been discussed or shared with the employee will not be used in the evaluation process.

**Seniority**

Seniority will prevail in cases where two (2) or more employees request to be transferred to the same vacancy and qualifications and job performance are determined to be substantially equal.

**Superintendent's Transfer**

The Superintendent may effect a transfer of any employee. Such transfers will be made in consultation with appropriate supervisors.

## **SECTION 8: REST PERIODS AND LUNCH PERIODS**

### **Rest periods/Breaks**

There are no specific requirements for rest periods or breaks other than, generally, there should be no more than one break before and one break after lunch as long as neither interferes with the normal work schedule.

### **Lunch Breaks**

The length of the work day shall dictate the length of the lunch break. Generally, it is expected that each employee will work seven and one-half hours with either one-half hour or an hour for lunch. Work schedules should be arranged so that there is complete coverage for a school or department during the normal hours of operation. The lunch-h break is considered unpaid time.

## **SECTION 9: HOURS OF WORK AND OVERTIME**

### **Hours of Work**

The normal work week for full-time employees shall be thirty-seven and one-half hours, The normal workday shall be eight hours including two fifteen minute breaks with 60 minutes for lunch. With approval from the department supervisor or building principal, the employee may substitute a seven and one-half hour day with a 30 minute lunch period.

Full-time custodial employees work forty hours a week including two fifteen minute daily breaks but exclusive of a duty-free lunch.

Full-time clerical employees work thirty-seven and one half hours a week exclusive of lunch.

Salaried aides will work the same day and week as the certified teachers in their building. Hourly aides' work week will be established by the building principal in accord with guidelines provided by the Human Resources Department.

### **Overtime**

Overtime is to be paid at the rate of time and one-half for all hours worked in excess of forty hours per week.

An employee may not work overtime upon his or her own initiative nor may an employee volunteer to work overtime nor waive his/her right to overtime compensation by either working for free or by agreeing to work overtime at his/her regular rate of pay.

Supervisors, foreman, and managers may not authorize the working of overtime without the express approval of a Director-level administrator.

## **SECTION 10: PERFORMANCE EVALUATION**

Each employee will be evaluated annually in writing. However, periodic observations should be made frequently as deemed appropriate by the employee's immediate supervisor.

Evaluations are intended to provide the employee and supervisor with a mutual understanding of the job requirements and performance which can and should be improved.

The evaluation process will be consistent with procedures and expectations which are presented to the employee prior to the initiation of the process.

Employees will receive a copy of their evaluation form following the evaluation conference. A copy of the evaluation form will be retained in the employee's personnel file.

## **SECTION 11: COMPENSATION**

### **Salary schedules**

Current salary schedules are located in the Human Resources Department and are available for review upon request. Salary schedules for employees covered by Union contract will be included in the applicable labor agreement booklet.

### **Paydays**

Paychecks are issued on the first and fifteenth day of each month. In those cases when payday falls on a weekend or a holiday, the check will be issued on the workday nearest the payday.

### **Direct Deposit**

While not mandatory, the District does recommend that employees sign-up for direct deposit of the payroll into the financial institution of their choice.

### **Compensation Committee**

The District has a Compensation Committee which will meet and review any concerns regarding correct salary placements. All newly created positions will be reviewed by the Compensation Committee to determine the appropriate initial salary grade placement.

### **Mileage**

The District will provide a reimbursement per mile for employees who are approved to travel in their personal automobiles as a part of their regular assignment with the district or the employee will receive a stipend for travel expense.

### **Travel Reimbursement**

From time to time, employees will be asked to travel to seminars, conventions, and other similar destinations as is deemed necessary for the improvement of the individual, department, or District as a whole. On those occasions, a travel request form should be submitted and routed for the appropriate approvals.

The determination as to who qualifies for such payments (mileage and travel reimbursement) shall be made by the Director of Financial Services and the department manager and /or program coordinator.

## **SECTION 12: FRINGE BENEFITS**

A comprehensive fringe benefit package is provided personnel. Fringe benefits, where applicable, include wages, leaves of absence, vacation and sick days, and insurance programs. A detailed outline of benefits is made available to employees by the Director of Human Resources.

All employee benefits, other than those established by collective bargaining agreements approved by the Board, will be subject to Board policy. The superintendent will provide for the interpretation and application of the Board's policies and decisions regarding benefits.

## **SECTION 13: INSURANCE**

The following is a brief summary of the fringe benefits package. Eligibility is defined as for employees who work 25 or more hours per week or more than 900 hours annually. The package includes Major Medical insurance, Life Insurance, Accidental Death and Dismemberment, Hospital Indemnity, Short Term Disability, Long Term Disability (Voluntary), and Dental coverage.

A. Major Medical - Various policies are provided by different vendors. If Major Medical coverage is elected, an additional \$5,000 life insurance is included. Also, Major Medical for dependents and \$2,500 dependent life insurance may be purchased.

B. Life Insurance - If the insured employee dies from any cause, while insured for life insurance under the policy, the amount of insurance, as provided by the policy in effect at the time, will be payable to the beneficiary when the carrier receives due proof of death in writing.

C. Accidental Death and Dismemberment - The insured employee will be paid the applicable benefit if he/she sustains a loss covered by the policy due to an accident sustained while insured. In the case of accidental death, benefits are payable to a designated beneficiary.

D. Hospital Indemnity - If, as the result of a covered accident or sickness, an insured is confined as an inpatient in a hospital, the insured will receive a daily hospital indemnity benefit beginning with the first day of hospital confinement, not to exceed 365 days.

E. Short Term Disability - This insurance provides a monthly disability benefit, payable to the insured employee, on a weekly basis, in the event of a total disability as a result of a covered accident or a covered illness.

F. Long Term Disability (Voluntary) - This insurance is a voluntary extension of short term disability coverage. You may elect to cover up to 60% of your salary up to a maximum of \$3,000 a month.

G. Dental Insurance - Coverage is available for employees and dependents.

All of the listed benefits are subject to revision, and the specific benefits are listed in separate booklets for each benefits program

**Open Enrollment.**

There are specified periods during the policy year when changes to your policy and coverage are permitted. Each program will have its own open enrollment period and will be specified in that particular policy. Times for open enrollment will be announced District-wide at the applicable times.

**Applications.**

Applications are available in the Human Resources Department.

**Information.**

Specific benefits questions should be directed to the insurance provider listed in the specific booklet.

**COBRA**

All individuals covered by the Little Rock School District medical and dental (where applicable) benefit plans YAll be entitled to elect to remain on the plan after coverage would otherwise expire by self-paying the premiums provided they are not participating in any other medical or dental insurance program at the time.

Notification of eligibility will be mailed to the employee after the employee leaves the employ of the District.

## SECTION 14: LEAVES OF ABSENCE

Employees' continuous presence promotes excellence in the instructional program by ensuring the uninterrupted continuity of education; greater teacher-student contact time; appropriate role-model emulation; consistent classroom discipline; and reduced cost. Accordingly, employees are expected to come to work every day. The Board recognizes, however, that certain absences are unavoidable.

Leave of absence, without pay, may be granted by the Board of Directors of the Little Rock School District to an employee upon recommendation of the Superintendent of Schools in accordance with this policy or the appropriate collective bargaining agreement.

### A. Purposes:

A leave of absence may be granted for the following purposes:

1. For advanced study in the employee's major field.
2. For personal illness if it can be shown that rest and recuperation will contribute to the welfare of the employee.
3. For service required by an agency of government consistent with applicable law.
4. To care for a member of the employee's immediate family.

### B. Conditions

Failure to notify the Superintendent of Schools of intention to resume work prior to the expiration of a leave of absence, or failure to report for duty at the expiration of a leave of absence or extension granted, or failure to ask for, and be granted, a leave of absence in case of protracted absence shall be considered a resignation.

### PROLONGED ABSENCE FROM SCHOOL

Whenever a teacher is absent from duty for a period of time which, in the judgment of the Superintendent of Schools, would be detrimental to the progress of the pupils in the teacher's classroom, the Superintendent of Schools is directed to recommend to the Board a leave of absence for such teacher proceeding as directed in the District procedures and/or applicable Classroom Teachers Association Professional Negotiations Agreements.

### SICK LEAVE

At the beginning of each school year, each full-time employee will be credited with sick leave without loss of pay. For employees not covered by negotiated agreements, the number of days credited will be based on contract length as indicated below:

1. 185-209 contract days - 10 sick leave days
2. 210-229 contract days - 11 sick leave days
3. 230-240 contract days - 12 sick leave days

Administrators may accumulate sick leave from year to year to a maximum which is equal to the length of the employment contract. Other employees may accumulate up to 175 days. Employees coming to the District from other Arkansas public school districts will be granted credit for unused sick leave accumulated in Arkansas public school districts up to a maximum of 90 days.

An employee may use sick leave only for reasons of personal illness or death, illness, or medical care of a member of his/her immediate family.

## **PERSONAL LEAVE**

At the beginning of each school year, all employees will be credited with two days of personal leave without loss of pay. If these days are not used within the school year, they will be credited to accumulated sick leave.

Personal leave may be taken on any contract day with the approval of the employee's immediate supervisor except on the day before or after a pupil holiday. Except in cases of emergency, request for approval of personal leave must be made at least 24 hours prior to taking the leave.

## **TEMPORARY LEAVE**

### **Jury Duty/Military Duty/Required Legal Proceedings**

When an employee is required, by an agency of the government, to be absent, the employee will be granted temporary leave upon receipt of written request. The written request must be accompanied by the agency order requiring such absence.

### **Jury Duty**

Employees will be granted a temporary leave of absence for time required to serve on jury duty and shall be compensated at their regular rate of pay less any monies they receive for the duty. The employee will be required to submit verification of the actual time spent for jury selection or jury duty.

### **Required Legal Proceedings**

Any employee required to be absent by a lawful subpoena issued by a court or legally constituted commission which compels his/her presence as a witness, in a case to which he/she is not a direct party, shall be granted temporary leave with pay for the duration of the time required by the subpoena. The employee will be required to submit verification of the actual time spent fulfilling the legal obligation.

### **Military Duty**

Regular employees who are members of the Armed Forces Reserve or National Guard will be granted temporary paid leave for the purpose of participating in mandated training programs up to 15 days per year. If the employee is called to active duty, the absence will be without pay but the employee will continue to accumulate seniority for the duration for the call-up.

### **District Meetings, Conventions, or Workshops**

Employees will be granted temporary paid leave for the time necessary to attend district-sponsored meetings, conventions, or workshops when permission is granted by the administration and the employee's immediate supervisor.

### **Association Leave**

Requests for association leave shall be considered on a case by case basis. All requests for association leave must be made to, and approved by the Director of Human Resources. Association leave will be granted, and taken, only for those occasions when employees are on recognized association business and may not be taken for personal business.

## **EXTENDED LEAVE**

### **Medical**

When any employee experiences an absence of more than five (5) days for medical reasons, he/she is required to complete a **REQUEST FOR MEDICAL LEAVE OF ABSENCE** form (Appendix B).



Any employee who has an illness or disability may request an extended leave of absence for the remainder of the semester in which the illness or disability occurs. The employee may be required to verify the illness or disability at the time the extended leave begins and again at the beginning of each semester for which the leave is extended. Extended leave may be continued for up to three semesters after the semester in which the illness or disability occurs. Any employee may remain on payroll until all accumulated sick leave has been exhausted; otherwise, all extended leave will be without pay and without increment.

Prior to returning from the extended leave, the employee may be required to present a doctors certificate verifying that he/she is physically capable of returning to work.

#### **Advanced Study (Educational)**

Any employee who has five (5) or more years of experience with the District may apply for a leave of absence, subject to the superintendent's approval, for one year to engage in educational advanced study in an accredited college or university. The employee must present a comprehensive statement setting forth the benefit the District should expect to derive from granting such leave. The extended leave will be without pay and without increment. If the employee does not engage in the course of study described in his/her request for leave, he/she shall forfeit the right to return to the District.

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

Leaves of absence will be granted in accordance with the Family and Medical Leave Act (FMLA) of 1993 except that "immediate family" shall be defined as father, mother, son, daughter, brother, sister, husband, wife, grandparents, grandchildren, sister-in-law, brother-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, uncle, and aunt.

#### **VERIFICATION OF ILLNESS**

Employees will use time granted for medical leaves, planning and workshops for the purpose for which it is intended. The District reserves the right to require written medical verification for any absences attributed to sick leave. An employee's physician may need to attest to the employee's physical condition, ability, and advisability of the employee performing his/ her duties. At the discretion of the District, written verification of an employee's absence may be subject to review by a physician of the district's choosing.

### **SECTION 15: AMERICANS WITH DISABILITIES ACT**

Any individual with a disability, because of that disability, cannot be denied the benefits of the services, programs, or activities of the District nor be subjected to discrimination by the District or its employees.

### **SECTION 16: WORKERS' COMPENSATION**

#### **Policy**

The District employees are covered for occupational injuries and illnesses in accordance with the provisions of Arkansas Worker's Compensation law.

#### **Reporting**

Any employee injured at work should report the injury, no matter how slight, to his/her supervisor immediately. He/she may lose rights if the injury is not reported promptly. It is the employee's responsibility to complete the Employer's First Report of Injury form within 48 hours of the accident.

**Claims/Compensation**

When an employee suffers an occupational injury or illness and/or is unable to work as a result of the injury or illness, he/she must complete the necessary forms to obtain coverage. The applicable law will cover all claims for benefits.

**SECTION 17: ETHICS/CONFLICT OF INTERESTS**

**Employees will not:**

Use institutional privilege for private gain.

Solicit or receive compensation, other than that allowed by law, for performance of his/her duties. This precludes, among other things, acceptance of any gratuities, gifts, or favors that might impair or appear to impair professional judgment; and any personal dealings with any individual or entity with whom he/she, on behalf of the Board, has any direct or indirect contact for purposes of obtaining from such individual or entity, noncompetitive contracts, services, or materials.

Knowingly authorize or employ the authority or influence of his/her office to secure authorization of any public contract in which he/she, a member of his/her family, or any of his/her business associates has an interest.

Offer any favor, service, or thing of value to obtain special advantage. Permit commercial exploitation of his/her professional position.

Engage in selling any of the following merchandise or services for personal profit to students or parents in the attendance area served by the schools in which they work: instructional supplies and equipment; reference books; educational tours.

Furnish lists of students or parents to anyone selling such materials or services.

**Nepotism**

No person shall be employed in any capacity who is related to a member of the LRSD Board of Directors, the superintendent, or senior administrators reporting directly to the superintendent, whether by blood or marriage, including spouse, parent, child, grandparent, grandchild, brother, sister, aunt, uncle, niece, nephew, or first cousin. However, the policy shall be applied prospectively and shall not affect those persons already employed by the District.

In order that there is no conflict of interest in the supervision and evaluation of employees, at no time may any administrator directly be responsible for the supervision and/or evaluation of any employee directly related to him or her.

**Staff Participation In Judging School Events**

The District is committed to providing equitable opportunities for all students to participate in extracurricular activities and to encourage broad participation in school clubs, activities, programs, and events. In some activities, especially student tryouts for cheerleader positions and participation in school beauty pageants, competition is often intense. In order to avoid any appearance of conflict of interest in determining the outcome of these competitions, District employees are prohibited from serving as a judge in cheerleader tryouts, beauty pageants, or other similar competitions.

## SECTION 18: STAFF CONDUCT

The personal life of an employee will be the concern, and warrant the attention of, the Board only as it may directly prevent the employee from effectively performing assigned functions during duty hours, or as it violates local, state, or national law or contractual agreements.

### **Immoral Conduct**

Immoral conduct on the part of any employee will constitute grounds for immediate suspension. No employee will commit or attempt to induce students or others to commit an act or acts of immoral conduct, which may be harmful to others or bring discredit to the District. If it appears the law may have been violated, the District will cooperate with the law enforcement agencies.

### **Use of Forbidden Substances**

Employees of the District, while on duty and in the presence of students, will not use profanity, will not use tobacco in any form, and will not consume or be under the influence of intoxicating beverages. They will not be involved in drug abuse or drug traffic.

### **Violations**

Violations of this policy by employees will be grounds for immediate suspension and possible termination of employment. In such cases, an employee will be informed of his or her rights to a hearing.

### **Arrest of an Employee**

Specific authority to take appropriate employment action with regard to an employee who has been arrested is delegated to the superintendent with subsequent approval by the Board.

Employees arrested for a misdemeanor offense that would indicate no danger or appearance of danger to pupils, employees, or the District will normally not be subject to any employment action.

Employees arrested for a misdemeanor offense which would indicate a possible danger or appearance of danger to the school district, employees, or to pupils will normally be suspended with pay pending adjudication. However, it is possible, in some cases, that the pay may be stopped by Board action.

Employees arrested for a misdemeanor offense which would indicate a possible danger or appearance of danger to pupils but not to the school district or co-employees will normally be reassigned to a different responsibility away from pupils within the District pending adjudication.

Employees arrested for a felony offense will normally be suspended pending adjudication. This does not preclude the District from taking other employment actions including termination based upon the best interests of the District.

In certain circumstances, other employment action may be taken.

### **Fraternization with Students**

No employee is authorized to meet alone with an individual student unless it is necessary in the performance of professional duties during school hours on the school premises, i. e. counseling, disciplining, instructing, administrative tasks.

District personnel are prohibited from inviting to his or her home or engaging in any non-school social activity of any kind with school-aged persons from the attendance area in which the employee is employed or students from the school where the employee works without the prior written permission of the principal.

### **Providing Transportation to Students**

No employee except an authorized bus driver has authority to provide transportation for any student unless express written permission is given by the principal. District employees who receive written permission to provide transportation should not travel alone with a student unless the written permission expressly authorizes the employee to do so.

### **Employee Dress Code**

While the district has not currently mandated a formal dress code, it must be understood that all employees are expected to dress in clothing appropriate for their profession. Employees must remember their obligation to set an example for the students and that they are the first contact with the public. Therefore, it is very important that the employees dress professionally and in good taste. When, in the opinion of the principal or department manager, the employee's dress does not fit an acceptable standard, the employee should be reminded that they are being less than professional and then asked to change into more appropriate attire. If the employee refuses, the administrator may choose to consider this an act of insubordination and may inform the employee of this decision.

## **SECTION 19: EMPLOYEE RIGHTS AND OBLIGATIONS**

Essential to the success of the on-going school operations and the instructional program are the following specific responsibilities which will be required of all employees:

1. Faithfulness and promptness in attendance and work.
2. Support and enforcement of policies of the Board and regulations of the school administration in regard to students.
3. Diligence in performing all of the required duties of the job and others as may be assigned by the supervisor.
4. Care and protection of District property.
5. Concern and attention toward their own and the District's legal responsibility for the safety and welfare of all employees and students, including the need to ensure that students are under supervision at all times, in their association with students, all employees will set examples that are an important part of the educational process. Their manner, dress, courteousness, work ethic and attitude establish models that affect the development of young people.

## **SECTION 20: DISCIPLINE OF STUDENTS**

The discipline of students will be administered by the administrative and certified staff in each building. Classified staff should **always** refer any discipline problems to the administration for handling.

A realistic approach with some students may necessarily involve an aspect of physical restraint only on those rare occasions when students are out of control.

The following guidelines and suggestions should be followed:

Physical force is defined as that used against a person to the degree necessary to prevent or restrain the person from the act or activity which is prohibited.

Persons employed or engaged in a school or educational institution may, within the scope of their employment, use and apply such amounts of force as is reasonable and necessary when it is their judgment that such force is necessary for (1) quelling a disturbance threatening physical injury to others; (2) obtaining possession of weapons or other dangerous objects upon the person or individual within his/her control.

\*\*\* At no time and under no circumstances shall an employee initiate physical contact with a student for the purpose of disciplinary action.

## SECTION 21: PERSONAL SECURITY AND SAFETY

Job-related assault will be defined as any physical assault or battery upon an employee that takes place at any time during an employee's performance of work-related duties, either on school grounds or off.

### **Self-Protection.**

Employees may take reasonable and necessary action to protect themselves from immediate impending assault, but the employee must also use appropriate measures to avoid assault.

### **Reporting an Assault.**

The employee will report the assault or see that the assault is reported to his/her supervisor as soon as possible after the event.

The supervisor will assist in: (1) seeing that appropriate medical attention is given and/or arranged for; and (2) seeing that the assault is reported and/or filed with the appropriate administrators.

The superintendent or a designee will report the incident to the District Safety and Security Department.

### **Days Missed as a Result of Assault.**

Days absent from duty, whether for injury, doctor's direction, hospitalization, attorney consultation, or court proceeding directly relating to the assault, will not be charged against any leave days, but the absence(s) must be consistent with workmen's compensation guidelines.

### **Limitations.**

The district reserves the right of approval of the choice of doctors. The doctor must release the employee for return to work. Upon the doctor's release, the employee must return to work. If the employee chooses to be absent after the doctor's release and if the absence is or is claimed to be a result of the assault, the absence(s) will be subtracted from the employee's accumulated sick leave. The district reserves the right to be in consultation with the attending doctor before and/ or after the release of the employee.

### **Salary of the Employee.**

The District will pay the difference between what workman's compensation pays and the employee's base daily salary (not including stipends for extra duty or travel) for up to one year as long as the employee is absent from work as a direct result of the assault.

### **Termination of Assault Benefits.**

The benefits described will terminate when: (a) the doctor has released the employee to go back to work; (b) the employee is found to be the aggressor in the incident; or (c) the employee resigns; or (d) one year.

**Findings of Fault.**

In the event a court of law finds that the employee was the *aggressor* in the assault incident, all payments of benefits will cease and the District will have a cause of action against the employee for repayment of benefits.

**SECTION 22: DISTRICT PROPERTIES/MATERIALS**

Properties, equipment and supplies which belong to the school district must not be used for private purposes and should not be removed from school or building premises without written approval from the building principal or administrative department head. Even materials which are considered either scrap or surplus must not be used for private purposes. All materials for disposal must be authorized and disposed of under the direction of the procurement department.

**SECTION 23 : GRIEVANCES/CONCERNS/COMPLAINTS****Purpose:**

Most employees are covered by grievance procedures defined in their respective negotiated agreement. For those employees not covered by a negotiated agreement, there shall be a resolution process.

The resolution of questions concerning staff relationships with the employer at times can only be resolved promptly and fairly by the application of well-defined procedures known to all staff members.

Communication and discussion can resolve the majority of questions and problems that cause difficulties between the employer and the employee. When resolution is not reached rapidly, the employer and the staff member may proceed to effect resolution in writing as defined in this procedure.

The purpose of the resolution procedures is to secure, at the lowest possible level, equitable solutions consistent with the legal standards of "due process," to problems which may from time to time arise. The purpose is to obtain better understanding of policies, to encourage employees to express themselves more effectively on subjects concerning conditions of employment, and to ensure to all employees that their questions and problems are considered fairly, rapidly and without reprisals.

**Documents and Confidentiality**

All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants and will be destroyed three years after the last official entry. All parties will hold the resolution proceedings in confidentiality at all levels.

Normally, the resolution process should be conducted at times that do not interfere with assigned duties.

**Process**

A grievance should be processed as rapidly as feasible. The parties should act in good faith to expedite the process. If at any level of the grievance procedure, an appeal is not filed within a reasonable time, the grievance will be considered resolved.

The employee will schedule a meeting with the appropriate supervisor to discuss the complaint and resolutions sought. If the problem is not resolved, and the employee indicates a desire to pursue further, a written request must be submitted for a review at the Director of Human Resources level.

**Appeals**

An employee who has not been satisfied with the answer at the Director's level may request that the grievance be submitted to the Superintendent or his designee. The request will include a statement setting forth the issue(s) to be reviewed by the Superintendent.

## SECTION 24: SEXUAL HARASSMENT

It has long been the District's policy that all employees have the right to work in an environment free from any type of unlawful discrimination. This includes the right to work in an environment free from sexual harassment. The District will not tolerate sexual harassment of employees in any form. Any such conduct will result in disciplinary actions up to and including dismissal.

No supervisor shall threaten, suggest or imply that an employee's refusal to submit to sexual advances will adversely affect the employee's employment, evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or career development. Nor shall any supervisor suggest or imply that an employee's acquiescence to sexual advances may favorably affect the employee's condition of employment or career development.

Other sexually harassing conduct in the workplace, whether committed by supervisory or non-supervisory personnel, is also prohibited. This includes, but is not limited to, offensive sexual flirtations, advances, propositions, verbal abuse of a sexual nature; graphic verbal commentaries about an individual's body; sexually degrading words used to describe an individual; and any offensive display in the workplace of sexually suggestive objects or pictures.

### PROCEDURES:

#### A. The Employee

1. The employee should be certain beyond a reasonable doubt that harassment exists and that it is directed toward him or her.
2. The employee should advise the offending individual that the conduct in question is offensive and request that it be discontinued immediately.
3. If the offending conduct continues or recurs, the employee should report the conduct to his or her immediate supervisor.
4. In the event the supervisor is the offending party, the conduct should be reported to the next higher person in the organization chart.

#### B. The Supervisor

1. The supervisor will take immediate action to investigate any and all complaints which are registered.
2. After the investigation and determination of the merits of the complaint, the supervisor will meet with the offended employee to discuss the results of the investigation.
3. If it is determined that an employee has engaged in harassment, the supervisor will take appropriate disciplinary action. The nature of the action will depend on the severity of the harassing behavior. The action may range from a warning to dismissal.
4. If the accused employee denies the harassment and there are no witnesses to the alleged harassment, the supervisor will restate District policy to both parties and emphasizes the District's expectation of proper work behavior. The supervisor will document the complaint, the findings and the conferences held.

#### C. The District

1. The District will make every reasonable effort to insure that no retaliation occurs against any employee who has registered a complaint or who has assisted the investigation of a complaint.
2. The District will take appropriate disciplinary action, including possible discharge, against any employee who engages in retaliation.

## **SECTION 25: DRUG FREE SCHOOLS AND CAMPUSES**

### **Purpose**

To set forth procedures for regulating and monitoring the implementation of the Drug Free Schools and Campuses policy.

### **Definition of Terms**

The term "controlled substance" means any drug listed in 11 U.S.C. Section 812 and other federal regulations. Generally, these are drugs that have a high potential for abuse. Such drugs include, but are not limited to, Heroin, Marijuana, Cocaine, 'Crack,' PCP and 'Ice.' They also include "legal drugs" which are prescribed by a licensed physician and are illegally distributed, dispensed or sold on school premises or at school-related activities.

### **Procedures**

The Little Rock School District will not differentiate between drug users and drug pushers or sellers. Any employee who is guilty of possession, use or distribution of a controlled substance and/or alcohol on school premises or as a part of any school-related activity will be subject to discipline up to and including termination of employment and referral for prosecution.

The building principal or other administrative head shall notify the superintendent or his/her designee of any employee guilty of a drug related violation occurring on Little Rock School District property or at school related activities, and impose sanctions on the guilty employee. Alternatively, the District may give the employee the option, at the employee's expense, to successfully complete a drug/alcohol abuse program sponsored by an accredited and approved private or governmental institution. Each employee is required to inform the district within five (5) days after he or she is convicted for violation of any federal or state criminal drug statute where such violation occurred on the District's premises or during District-sponsored activities. A conviction means a finding of guilt (including a plea of nolo contendere) or the imposition of a sentence by a judge or jury in any federal court, state court or other court of competent jurisdiction.

If any employee is convicted of violating any criminal drug statute while in the workplace, he or she will be subject to discipline up to and including termination. Alternatively, the District may give the employee the option, at the employee's expense, to successfully complete a drug/alcohol abuse program sponsored by an accredited and approved private or governmental institution.

By virtue of Little Rock School District participation in federally funded programs, the law requires all employees of the District to abide by these regulations as a condition of employment in the Little Rock School District.

Each unit administrator shall be responsible for compliance with the reporting and certification procedures outlined in this policy and shall maintain, at the building site, appropriate documentation to demonstrate compliance.

All employees are to be made cognizant of this policy and regulations and are required to sign an acknowledgment form (See Appendix A) and return it to the proper authority.

## **SECTION 26: TERMINATIONS AND NON-RENEWALS**

### **Non-renewals**

Each year, each employee's immediate supervisor shall rate the employee's job performance and make a recommendation for continued employment, dismissal, or reassignment of the employee.



Permanent employees may be discharged for inefficiency, for repeated absence from the job, for conduct unbecoming an employee of the District, or for other reasons believed to be detrimental to the best interests of the District. Discharge may be recommended by the employee's immediate supervisor on specific charges.

Employees may be laid off due to a lack of work or the financial circumstance of the District.

#### **Terminations**

All employees are expected to conform to reasonable standards of conduct and performance. Any action taken against an employee will be appropriate for the behavior which precipitated the action. Non-renewal or termination of employees will be handled in accordance with the "Arkansas Teacher Fair Dismissal Act" or the "Public School Employee Fair Hearing Act."

There are occasions when persons, because of the nature of their misconduct, must be suspended and recommended for immediate termination.

**Examples of offenses for which an employee will be recommended for immediate termination are listed below. These offenses may include, but are not limited to:**

Conviction at a trial court level of any felony or misdemeanor that is manifestly inconsistent with the safe and efficient operation of the school or department.

Fighting, threatening or attempting to do bodily injury means physical pain, illness, or any impairment of physical condition.

Carrying weapons. A weapon is any object that could cause injury to another person and is not required to be in possession of that employee in the normal course of their job.

Stealing or misappropriation of property of employees or the Little Rock School District.

Malicious mischief, the abuse, misuses, or deliberate destruction or damaging of property, tools, or equipment of other employees or of the Little Rock School District.

Altering or tampering with time cards, "sign in/out" rosters or other reporting documents relative to attendance, promptness or departures.

Drinking alcoholic beverages on the job or during working hours, or the possession of, or introduction of any alcoholic beverage on Little Rock School District property at any time. This also includes reporting to work while under the influence of alcohol.

Use of narcotics, and/or the use, possession, or transmitting on school premises drugs or substances capable of modifying mood and/or behavior.

Insubordination, including refusal or failure to perform work assigned and/or refusal to obey orders of supervisors.

Disorderly, disruptive, or immoral conduct on school premises.

The making of or publishing of false, vicious, or malicious statements concerning any employee or supervisor of the Little Rock School District.

Falsification of personnel or other official school or insurance records, or making false statements when applying for employment.

Falsifying or refusing to give testimony concerning accidents involving school vehicles, or other accidents and/or incidents which are being investigated.

Failure to observe or purposefully disregard District and departmental policy and procedure.

Use of District facilities, personnel, or equipment for non-District purposes.

#### **Written Notice**

Written notice must be given to any employee placed on "administrative leave" with a recommendation for non-renewal. Notices must comply with the standards set in the Arkansas state statute.

#### **Hearings**

Hearings will be conducted in accordance with the standards set in the Arkansas state statute.

Additionally, any employee entitled to a hearing before the Board of Education may schedule a hearing before the superintendent or his/her designee to review the charges and evidence prior to the time the superintendent makes his/her recommendation to the Board of Education. This hearing should be requested within ten (10) days of receipt of the written notice and does not affect the time limit required for requesting a hearing before the Board of Education.

Notice of intention not to renew a probationary or continuing teachers contract for the next school year will be served the teacher as required by law. The notification will state the reasons for not renewing the contract.

#### **Compulsory Leave of Absence**

If any employee is charged by criminal complaint, or indictment with any criminal offense that would be deemed cause for dismissal, the Board may immediately place the employee on compulsory leave of absence for a period of time not exceeding 10 days after the date of the judgment in the proceedings.

Any employee placed on compulsory leave of absence will continue to be paid regular salary during the period of compulsory leave of absence.

#### **Administration Leave prior to Termination**

If there is a determination to suspend a teacher with a recommendation for termination, the notice of leave will be in writing and be served to the teacher personally or by registered mail addressed to the teacher at the place of residence as recorded in school district records.

A teacher who is placed on administrative leave will continue to be paid regular salary during the period of leave.

#### **Insubordination**

Insubordination is defined as refusal or failure to perform work assigned and/or refusal to obey orders of supervisors. The refusal or failure does not necessarily have to be oral. Simply not following the instructions of the supervisor or failure to perform the work as assigned may be interpreted as refusal unless there were extenuating circumstances which prevented following the instructions.

#### **Salary Reduction and Demotion**

##### **1. Performance Related Adjustment**

If a contract employee is reassigned to a position at a lower classification due to poor job performance, salary or wages may be reduced to an appropriate level when approved by the Director of Human Resources.

## 2. Organizational Reassignment

If an employee is reassigned without prejudice to a position of lower classification due to the elimination of his/her job, his/her salary will remain frozen for the remainder of the contract year.

### Re-employment

All employees who leave the District in good stead will be available for reemployment consideration. Those employees rehired within three calendar years from the date of leaving the District will have all years of service (less the time away) restored.

## SECTION 27: RESIGNATIONS

### Resignations

Employees who, for any reason, intend to resign or who intend to retire are encouraged to indicate their plans in writing as early in the school year as plans may become firm and the decision to leave the District is made. Letters of resignation will be submitted to the Director of Human Resources. Resignations become effective on the date specified in the body of the resignation letter.

While unusual circumstances may dictate otherwise, usually a resignation letter will occur at least fifteen (15) days before the effective date of the resignation. Certified employees under annual contract should give thirty (30) days notice. ***The contract may only be voided by mutual consent.*** Any employee who leaves the employment of the District without providing proper notification will have the notation "Left without Notice" placed in their Personnel file. A letter of resignation from a specific site is interpreted by the District as a resignation from the Little Rock School District.

### Benefits

Before employees quit or resign, they should consult the Human Resources Department. Alternatives may be available. Employees should investigate such alternatives in order to assure themselves of benefits they may have before resigning.

**Note:** It is not appropriate to submit a resignation letter when transferring from one location to another. The transfer will be effective on a date mutually agreed to by the losing supervisor, the gaining supervisor and the Director of Human Resources.

### Retirement

Employees who retire according to the provisions of the Arkansas Teacher's Retirement System should contact the system for retirement planning. They should then contact the Human Resources Department and submit their retirement intent in writing at least two weeks in advance.

## SECTION 28: PERSONNEL FILES

### Personnel Files

The Human Resource office maintains a personal file for each employee hired to work in the District. The file content includes an employee's employment application, transcripts when required, records of training, a copy of employment contracts, letters of commendation, letters of reprimand when appropriate, and other pertinent information. Medical Information when used to obtain medical leave will be kept in a separate file.

### Right to Review File

All materials placed in this file after initial employment, are available for an employee's inspection. Employees should contact the Human Resource office for an appointment to review their files. Employees have the right to respond to any material included in their file and the employee's response, in writing, shall be reviewed and included in the file. Copies of employee responses shall be forwarded to the employee's supervisor prior to inclusion in the file.

**Freedom of Information (FOI) Act**

School Board policy and the Freedom of Information Act will determine which personnel information may or may not be available for public disclosure.

**Maintenance of Data**

For accuracy and up-to-date information in employee records maintained in Human Resource office, employees should notify the office of changes in status or identity. This would include changes of name, address and telephone numbers, marital status, beneficiaries on insurance policies, dependents on insurance programs, etc. Any changes must be communicated in writing.

**Right to Rebuttal**

All employees are provided the right to attach a rebuttal statement to any document in the personnel file that they believe to be unfair or inaccurate. Rebuttal statements must be concise and address only the issue being rebutted.

**SECTION 29: INCLEMENT WEATHER POLICY****Purpose**

To identify the Little Rock School District expectations for employee attendance when inclement weather occurs.

**Definition**

Inclement weather is any day that is identified as such by the Superintendent of Schools as a result of threatening storms or hazardous driving conditions. Examples of such conditions are snow, ice, flood, tornado, or earthquake.

**Policy**

Employees are expected to report to work unless the superintendent announces otherwise.

Generally, if the circumstances warrant closing or delaying the school day, the decision of the superintendent will be provided to various broadcast media (radio and TV). When the decision is made to close schools prior to the start of the school day, all school based employees will not be required to report to work unless specifically directed by their supervisor to do so. If the schools are closed, non-school-based employees are required to report to work in a timely manner as safety dictates.

If the situation requires that ALL employees not report to work, this announcement will be made separate from the school closing announcement. When, during the school day, it is determined that hazard conditions are imminent, each building manager will determine when the building will dismiss unless there is a District-wide announcement to close all buildings. Whenever employees are dismissed early, or they do not report due to an official announcement, they will not be charged with an absence.

If the employee decides to not report to work, they will be charged with an absence.

**SECTION 30: IDENTIFICATION BADGES**

The District will furnish identification badges. Photographs for the badges will be taken by the Safety and Security department. Employees should contact Safety and Security to arrange to have badges made or replaced. Badges should be worn at all times while in a school building in order to identify employees. It is desirable, though not required, that the badge be worn in all District facilities.

**APPENDIX A**

**DRUG POLICY RECEIPT ACKNOWLEDGEMENT**

I, \_\_\_\_\_, an employee of the Little Rock School District, hereby certify that I have received a copy of the district's policy regarding the maintenance of a drug-free work environment. I am aware that the unlawful manufacture, distribution, sale, dispensation, possession or use of alcohol or a controlled substance on Little Rock School District property, or at a school related activities/events, is prohibited. I am also aware that violation of this policy will subject me to discipline up to and including termination. I realize that as a condition of my employment in this school district I must abide by the terms of this policy and will notify my employer of any criminal drug conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

APPENDIX B

Please return this form to the following address with a Doctor's statement attached.

Little Rock School District  
Attn: Human Resources  
81 0 West Markham  
Little Rock, AR 72205

REQUEST FOR MEDICAL LEAVE OF ABSENCE

TO: Director of Human Resources

FROM: \_\_\_\_\_

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

*This memo is a request for a MEDICAL LEAVE OF ABSENCE. I understand that a letter must accompany this request from my doctor verifying the medical need for the leave of absence. I further understand that I may be required to submit additional doctor(s) statements for each semester that this leave is extended.*

REASON FOR THE LEAVE:

\_\_\_\_\_

EFFECTIVE DATE FOR BEGINNING LEAVE: \_\_\_\_\_

ANTICIPATED RETURN TO WORK DATE: \_\_\_\_\_

I WISH TO USE MY SICK LEAVE DAYS UNTIL EXHAUSTED: YES \_\_\_ NO \_\_\_

If NO, I Wish to use the following number of my accumulated sick leave days: \_\_\_\_\_ days.

*If my request for a medical leave of absence is granted, I understand that I may be required to provide the District with a statement from my treating physician confirming that I am fully capable of performing the essential duties of my position prior to my return to work.*

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

Approved: DIRECTOR OF HUMAN RESOURCES

Copies of Approval: (1) Employee (2) Human Resources (3) Employee's Supervisor



**APPENDIX D**

**EMPLOYEE HANDBOOK RECEIPT ACKNOWLEDGEMENT**

I, \_\_\_\_\_, an employee of the Little Rock School District, hereby certify that I have received a copy of the district's employee handbook.

\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
DATE