Little Rock School District

Personnel Policy Manual
For Classified Staff
2022-2023
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SECTION I
EMPLOYMENT OF CLASSIFIED
EMPLOYEES
1. Employment Requirements A. Equal Opportunity and Non-Discrimination

The Little Rock School District (LRSD) is an equal opportunity employer. The LRSD will not discriminate on the basis of race, color, gender, age, religion, national origin, sexual orientation, sexual identity, handicap/disability, or any other legally protected trait.

B. Required Documentation

Upon hire every classified employee must have on file in the Department of Human Resources an official transcript of all college credit, an applicable valid certification/license from the state of Arkansas, an employee withholding tax certificate, fingerprints and criminal background check information, insurance paperwork, social security card, I-9 form, direct deposit form, reference forms, and an official birth certificate. No compensation will be issued until the aforementioned material is on file in the Department of Human Resources. Exceptions may be made for good and valid reasons as determined by Department of Human Resources.

C. Previous Experience

Upon being initially employed by the Little Rock School District, the employee shall be given full credit for previous comparable experience up to the maximum allowed per the LRSD salary credit guidelines.

D. Notification of Employment

1. Unless a classified employee receives notice of nonrenewal by June 1 of the current school year, his/her contract will remain in effect for the next school year.

2. Classified employees will have thirty (30) calendar days after contracts are issued to accept and return their contracts to the Administration Office.

E. Probationary Classified employees

A classified employee entering the Little Rock School District is on probation until he/she has served under annual contract (a contract for the school year or for 120 days) for one (1) school year, unless noted in the subsection for that particular employee group. All newly hired or previously employed classified employees to the Little Rock School District shall have no seniority until completion of the probationary period at which time their seniority shall revert to their first day of work. Probationary employees shall receive full pay and benefits upon initial employment with the District. All newly employed classified employees shall be placed on the salary schedule in accordance with their training and experience, and the level of compensation shall be determined by the salary schedule currently in effect.
F. Job Descriptions
   All Little Rock School District job descriptions are available via the online application system and shall be provided upon written request to the Department of Human Resources.

G. Insurance
1. **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.**

2. **Life Insurance**-If the insured employee dies from any cause, while insured for life insurance under the policy, the amount of insurance, as provided in the policy in effect at the time, will be payable to the beneficiary when the carrier receives proof of death in writing. Additional Supplemental Life Insurance may also be purchased; the benefit amount is based on the employee’s annual salary.

3. **Accidental Death and Dismemberment**-If selected, the insured employee will be paid the applicable dismemberment 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.

4. **Hospital Indemnity**-If selected, and if, as the result of a covered accident or sickness, the 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.

5. **Short-Term Disability**-If selected, 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.

6. **Long-Term Disability**-If selected, this insurance is a voluntary extension of short-term disability coverage. Employees may elect to cover up to a percentage of his/her salary up to a maximum amount.

7. **Dental and Vision Insurance**-Coverage is available for employees and dependents.

8. **Employee Assistance Program**-An Employee Assistance Program benefit is available to employees and covered family members to assess and treat depression and anxiety, assess eldercare and child care issues, assess and treat alcohol and chemical dependency problems, assess financial and credit problems, address parenting teenagers, assess marital and divorce issues; and assist with other personal, family, or work-related problems. To access the EAP benefits, call toll free 1-877-247-4621.

9. All listed benefits are subject to revision, and the specific benefits are listed in separate booklets for each benefit program.
**To qualify for Major Medical Insurance benefits, an employee must work at least 30 hours per week. All other benefits require an employee to work at least 25 hours per week.

H. Retirement Benefits

All regular employees of LRSD are required to enroll in the Arkansas Teacher Retirement System (ATRS) as contributory members at the specified rate as required by ATRS of an employee’s annual salary. Little Rock School District makes additional contributions on the employee’s behalf. Annual statements are provided by the ATRS to participants in the Retirement Plan. To obtain a complete picture of various Retirement options, employees may request the ATRS “Application for Estimate of Service Retirement Allowance.” The LRSD provides optional opportunities for employees to participate in various tax deferred retirement plans. Employees may contact the Department of Human Resources for additional information.
SECTION II
EMPLOYEE RESPONSIBILITIES
A. Employee Responsibility

All classified employees are hired to perform certain tasks in exchange for their salary. These duties are determined by the job description and as directed by their supervisor within the parameters of their job description.

B. Notification of Absences 1.

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 classified employee shall notify the immediate supervisor, the department supervisor, and the Department 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, the classified employee shall notify the immediate supervisor and the LRSD Sub System as soon as the appointment is made, if applicable.

2. Unpredictable Absence*:

Except in cases of emergency when classified employees are physically or mentally incapable of meeting these criteria, unless otherwise directed by individual department procedures, the following conditions must be met in order to use sick leave:

The LRSD Designated Sub System must be notified of the use of sick leave at least two (2) hours before the start of the classified employee’s workday.

The immediate supervisor and the departmental supervisor or designee must be notified of the use of sick leave (phone call, email, or text) at the classified employee’s site at least two (2) hours before the start of the classified employee’s workday

*Exception-Transportation and Child Nutrition Employees must follow their Absence and Tardy reporting procedures outlined in their specific Sections of this agreement.

C. Tardies-Any classified employee arriving after his/her scheduled starting time will be considered tardy. Any three occurrences of tardiness within a 30-day period shall be considered excessive.

D. Sick Leave

1. A classified 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.
2. 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, classified employees shall notify their immediate supervisor and the Department 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, classified employees shall notify the immediate supervisor and the LRSD Sub System as soon as the appointment is made.

3. On the first day of their contract period, all classified employees hired beginning November 1, 2015 will be credited with the number of annual sick leave days without loss in pay as indicated by the table below, with an accumulation of sick leave from year to year to a maximum of ninety (90) days.

4. On the first day of their contract period, all classified employees who are employed by LRSD on or before October 31, 2015 will be credited with the number of annual 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. Once an employee’s accrued leave has been depleted down to 90 days, excess leave beyond a maximum of ninety (90) days can no longer be accrued.

<table>
<thead>
<tr>
<th>Length of Contract</th>
<th>Number of Sick Leave Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>190-200</td>
<td>10</td>
</tr>
<tr>
<td>201-220</td>
<td>11</td>
</tr>
<tr>
<td>221 or over</td>
<td>12</td>
</tr>
</tbody>
</table>

5. Forfeit at Resignation
Classified employees who resign from their positions with the Little Rock School District forfeit all accumulated sick leave in excess of ninety (90) days if they do not return to the District within three (3) years from the time of their resignation.

E. Doctor’s Certificate
In the case of any use of regular sick leave or extended sick leave of more than five (5) consecutive days’ duration, a doctor’s certificate verifying the illness or disability shall be submitted to the immediate supervisor of the employee. Progressive Discipline will begin after three instances (use of sick leave) in a thirty (30) day period or upon a pattern of frequent absence. The Department of Human Resources Staff is available to review with the employee their rights under applicable laws and policies. Upon a classified employee’s return to work after an illness of more than five (5) consecutive days’ duration, a statement from a doctor certifying that the classified employee is capable of performing normal employment functions shall be submitted to the immediate supervisor of the employee. In cases where a classified
employee has developed a pattern of sick leave for personal illness, a medical examination may be required.

F. Immediate Reinstatement
Any classified employee whose absence due to illness extends for a period of sixty (60) calendar days or less, regardless of whether extended sick leave is used, is entitled to immediate reinstatement in the position which was vacated or, if it is no longer in existence, in an equivalent position.

G. Lack of Notification
When a classified employee is absent from work for more than five (5) consecutive days without notifying the building administrator (or his/her designee) and the Human Resources Department, the classified employee shall be considered as resigning his/her position. If the classified employee or his/her designee is unable to make the required contact, it is incumbent on the classified employee to notify in writing the Superintendent’s office or the office of any of the associate or assistant superintendents to establish his/her intent to return to work and that he/she has been unable to provide the usual notification.

If the classified employee provides documentary evidence that he/she was incapable of providing such notification, employment may continue pending a final resolution.

H. Personal Leave
1. At the beginning of each school year, every employee will be credited with two (2) days personal leave.
   a) Those two (2) days will be available without loss of pay. Any of these days not used within a school year will be credited to accumulated sick leave.
   b) The building administrator or support staff supervisor must be notified twenty-four (24) hours prior to taking such leave. In cases of emergency, including inclement weather, where such notice is impossible, the Sub System and the building administrator and/or the support staff supervisor must be notified.
   c) The terms of this agreement do not preclude the past practice of allowing an employee to arrange, with his/her building administrator’s or support staff supervisor’s approval, to be absent without penalty for a short duration. If the absence exceeds one half (1/2) day, then the employee must take appropriate leave.
I. Vacation Leave-12 Month Classified Employees
   1. Each 12 month classified employee is credited with a certain number of paid
      vacation days per year. All requests for vacation must be made 24 hours in advance
      of the scheduled time off and be approved by the immediate supervisor.
   2. Vacation days may accumulate from year to year to a maximum of 45 days.

J. Temporary Leave of Absence
   Temporary leave of absence without deduction in pay may be granted as follows:

   1. Classified employees may be given time to attend meetings or conferences related
      to their job, subject to the discretion of the Administration. The number of classified
      employees allowed leave at any one (1) time will also be within the discretion of the
      Administration.

   2. Classified employees will be given the time necessary for appearance in any legal
      proceeding connected with employment, if the classified employee is required by
      law or subpoena to attend.

   3. Requests for temporary leave must be submitted to the building administrator at
      least two (2) weeks before such leave would occur.

K. Military
   Military leave will be granted, with increment but without pay, according to provisions
   of the Universal Military Training Act, to any classified employee who is inducted or
   enlists in active military service in time of war or other emergencies, or who is a
   member of a National Guard or Reserve Unit which is ordered to active duty by the
   proper Authority pursuant to law. Such leave will be granted in accordance with the
   Federal Guidelines and will apply to those who have official Military Orders to Report to
   Active Duty. The classified employee shall provide to Human Resources ten (10) days in
   advance the Military Orders to report to Active Duty.

L. To Run or Serve in Public Office
   A Classified Employee has the right to become a candidate for public office and to serve
   in such elective office unless there is a specific legal prohibition. Regularly appointed
   Classified Employees who have completed at least three (3) continuous years of service
   will be granted a leave of absence for the term of the office, without increment or pay,
   in order to run for and/or serve in public office.

M. Family and Medical Leave
   Family and Medical Leave will be administered as per The Family and Medical Leave Act
   of 1993, as amended.
N. Employee Work Calendar 1. Workdays and Holidays

Workdays or holidays for classified employees shall not be established on Sunday.

2. Make-up Days

Make-up days will be added at the end of the school year calendar to make the required adjustments so that the number of pupil contact days will be one hundred seventy-eight (178) except by mutual consent of the LRSD and the LREA, unless the LRSD applies for and is approved for the use of AMI days, in which case AMI days will be used. The majority of classified staff does not work on inclement weather days. However, classified staff is required to comply with the approved procedures to make up the day, in order to meet the contracted work day agreement. If the Classified Employee chooses not to make-up the day, he/she must use either vacation, personal, or sick leave, or be docked.

3. Schedule of Workdays

The workdays of classified employees will be established via publication of employee calendars by the Department of Human Resources.

4. There shall be no meetings or school events scheduled on the evenings of high school graduations, scheduled school LRSD meetings or elections, LREA scheduled Representative Council meetings, or local, state or national elections.

5. Closing of Schools – Inclement Weather

When inclement weather forces the closing of the schools, all local radio and television stations shall be notified so that announcements may be no later than 6:30 a.m. insofar as possible. Whenever a particular building is closed and students are dismissed due to unsafe or hazardous conditions, the faculty of the building shall not be required to work in their particular building until conditions permit the school to be reopened. However, the faculty shall be responsible for assisting in the supervision of students until the students are evacuated from the building and/or grounds. The LRSD agrees that it is hazardous for classified employees and students to traverse ice and/or snow covered walkways and steps. Therefore, a school will not be opened for classes until at least one (1) entrance to the building is safe. The LRSD will institute a plan under Arkansas Act 862 to provide alternative instruction on days when schools must be closed.

6. Personal Property

Personal Property that is kept on campus is not covered by the district insurance.

7. Additional Workday

Classified Employees requested (by the building administrator or Central Office administrator) to provide professional services (attend Saturday PD, Summer PD, provide a workshop, etc.) on a day not specified as a workday shall be compensated
for the time spent in performing those services per the Fair Labor Standards overtime statement as indicated in their specific job function section.

8. Worker’s Compensation
Any employee injured at work shall report the injury to his/her supervisor immediately and complete the First Report of Injury form per A.C.A. 6-17-1401-1413. Forms are available from the employee’s supervisor.

9. Tuition Reimbursement
When a classified employee has worked for three years with the Little Rock School District, he/she is eligible to make application for tuition reimbursement according to the following conditions:

1. The application form will require the normal personal and professional data. Tuition reimbursement will be granted to applicants based on the order in which they are received as long as total budgeted moneys have not been expended. If requests for funds exceed budgeted appropriations, total years of service with the Little Rock School District shall be the determining factor for granting tuition reimbursement.

2. Successful applicants will be granted reimbursement for actual tuition not to exceed the rate charged by the U of A system for the course of study; provided a passing grade or credit for the course is received. Payment to the classified employee will be made within thirty (30) days after the district has been provided with an official transcript and receipts for tuition payments.

3. Any classified employee who receives financial reimbursement for in-service advanced study shall be provided released time upon notice to his/her building administrator with no loss of accumulated leave at a rate of one (1) day for each three (3) semester hours of course work.

4. Financial reimbursement may be granted for a maximum of six (6) credit hours earned during a twelve (12) month period.

5. Applications must be received in the Department of Human Resource’s office ten (10) days prior to the attendance of the first class meeting for the proposed course of study.

6. The maximum financial reimbursement granted shall be equivalent to four (4) beginning classified employee’s annual salaries in effect at the time of application.

7. Successful applicants will sign a non-interest bearing promissory note in favor of the Little Rock School District for the amount of the reimbursement granted, said
note to be cancelled and of no effect at the conclusion of one (1) semester service (following the completion of the course of study) for each six (6) hours of credit with the district’s financial aid. Failure on the part of the district to offer grantee a contract for periods sufficient to cause the note to be cancelled shall cause the remaining balance of the note to be cancelled. The balance of the note shall become due and payable if the grantee voluntarily fails to render service of sufficient length to cause cancellation of the note as described above.

10. Conflicts of Interest
1. Classified employees shall uphold the LRSD policy prohibiting a conflict of interest which states that gifts, favors, or gratuities from suppliers, contractors, or people performing services for the LRSD should not be accepted.
2. Employees shall not utilize LRSD facilities, contract time, or the LRSD name for private advertising for personal products and/or services.
3. At no time shall an administrator be directly responsible for evaluating a classified employee that is directly related to him/her.

11. Mandated Reporters of Child Maltreatment
All classified employees of the LRSD are mandated reporters. This means that all classified employees are required by law to report any known or suspected child maltreatment to the Department of Human Services (DHS). Reports should be made to the Child Abuse Hotline by telephone, or in non-emergency situations, by facsimile or online reporting. Child maltreatment includes physical, intellectual, emotional or psychological injury, sexual abuse or exploitation, neglect or abandonment.

The failure to report suspected child maltreatment in accordance with the law and LRSD policy concerning Child Abuse/Neglect Reporting shall result in disciplinary action, which may include a written reprimand, suspension, dismissal, or loss of certification, and may result in criminal sanctions. If the suspected abuser is a LRSD employee or volunteer in a school, following the initial call to DHS, the reporter, principal or designee must immediately contact LRSD Safety and Security.

12. Transporting Students
No employee, except an authorized bus driver or Safety and Security officer in a district owned vehicle, has the authority to provide transportation for any student unless express written permission is given by the principal/supervisor and a parent/guardian permission slip. District employees who receive written permission via approved LRSD transportation forms should not travel alone with a student. District employees who wish to transport students must have current proof of liability insurance, current driver’s license, and auto registration on file prior to transporting students. The LRSD will not be held liable for any occurrence.
13. Grants and Online Fundraising

All grant applications shall be submitted to the Grants and Program Development Department prior to submission. The Grants Department will provide an application review and support for district grants. An Intent to Apply form is available on the Grants Department website. All classified staff shall utilize the form as part of the grant submission process.

All fundraising campaigns shall have prior approval from the school principal, as well as the Chief Financial Officer and the appropriate Associate Superintendent. This includes campaigns on Go Fund Me, Kickstarter, Facebook, or any other online fundraising site. Any property acquired through grant funding becomes the property of the LRSD.
SECTION III
SITE PROCEDURES
A. Classified Employee Facilities

1. Work Area
   A separate work area for all employees containing adequate equipment and supplies shall be provided in each school building. This work area shall include, as a minimum, the following items:
   a) Copy equipment with all necessary supplies in sufficient quantities.
   b) A table large enough to assemble multiple-page tests or other instructional materials.
   c) Students shall not be allowed in the employees’ work area. If employees deem it necessary, the work area shall be locked at all times, and each employee shall be provided with a key to the workroom.

2. Lounge
   An appropriately furnished room (in addition to the aforementioned employee work area) for the exclusive use of the professional staff as an employee lounge. The employee lounge will include the following minimum facilities where applicable:
   a) A telephone
   b) A computer with internet access.
   c) Seating
   d) A serviceable refrigerator
   e) Vending Machines
   f) Bulletin Board (all notices concerning classified employees shall be posted on this bulletin board.)
   g) Restrooms-Well-lit, stocked and clean employee restrooms will be provided.

1. Communication System
   A communication system that allows two-way communication between the office and all areas of the school.

2. Parking Facilities
   Free and adequate off-street parking facilities, properly maintained and identified for the exclusive use of the professional staff, including ADA parking will be provided. If this is not possible, the LRSD will contact the City and request that a study be made at each school to improve parking where needed.
3. ADA Accommodations
The Administration will make every reasonable effort to insure that all building facilities properly accommodate the physical limitations as required under ADA.

B. Classified Employee’s Rights 1. Non-Discrimination
LRSD will not discriminate against any classified employee with respect to terms and conditions of employment under any circumstances.

C. Classified Employee Protection 1. Hazardous Conditions
Classified employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

2. Harassment
The LRSD shall maintain a work environment free of all forms of bullying and harassment. This policy applies to students, teachers, administrators, and classified employees. This includes all forms of harassments and extends to all school settings and activities. Any such conduct will result in disciplinary action and notification to the proper authorities. The LRSD will promptly investigate any complaint of harassment and follow the investigation with the appropriate means of discipline and resolution. Incidents should be reported on the Employee Formal Complaint Form available from Principals or from LRSD Department of Human Resources.

3. Bullying
Violence or injury to classified staff will not be tolerated. Bullying means the intentional harassment, intimidation, humiliation, ridicule, defamation, or threat or incitement of violence on a continual basis. If an incident is repeated or has the potential to be repeated over time toward a classified employee by means of a written, verbal, electronic, or physical act that causes or creates a clear and present danger of:

a) Physical harm to a classified employee or damage to the classified employee’s property.

b) Substantial interference with a classified employee’s role in a student’s education.

c) A hostile environment for a classified employee due to the severity, persistence, or pervasiveness of an act;

d) Substantial disruption of the orderly operation of the school or educational environment.

e) Any classified employee who is a target of bullying or is a witness to bullying shall report the incident to the building administrator.
Incidents may also be reported on the “Employee Formal Complaint Form” available from Administrators or from the Department of Human Resources.

4. Drug and Alcohol-Free Workplace
   The LRSD is a drug and alcohol-free workplace. Classified employees are prohibited from unlawful use, possession, distribution, dispensation, and manufacture of controlled substances as defined by the U.S. Controlled Substances Act. Violations of the drug free policies of the LRSD constitute grounds for disciplinary action up to and including suspension and dismissal. Classified employees are required to report any conviction for illegal drug-use or alcohol-related incidents within five days of the occurrence to their immediate supervisor. If an employee refuses to submit to a drug or alcohol test, the employee will automatically be recommended for termination.

Self-Referral Substance Abuse Option
   Employees who voluntarily advise LRSD of an alcohol, narcotic, or substance abuse problem prior to being selected or identified for testing for alcohol and illegal drugs shall be eligible for a leave of absence without pay or benefits for the purpose of treatment and rehabilitation for a period not to exceed six (6) months. Upon completion of the leave, LRSD may require the employee to provide certification that he or she is capable of performing his or her duties and is free from the effects of his or her prior drug or alcohol use. Return to service is conditional on the employee being willing to submit to monthly drug testing for one calendar year, in addition to other tests required by the LRSD Drug Testing Program. Should such employee test positive at any time, recommendation for immediate termination may result.

5. Report Assaults
   Classified employees will immediately report to the school building administrator all cases of assault in which they are involved while acting in the course of their employment. Please refer to Worker’s Compensation on pg. 13.

6. Investigation
   This report will be filed with the Director of Safety and Security of the LRSD who will comply with any reasonable request from the classified employee or his/her designee for information in their possession relating to the incident or the persons involved and will act in appropriate ways as liaison between the classified employee, police, and the courts.

7. Legal Support
   The LRSD shall give full legal support and other assistance to a classified employee who has been assaulted while acting in the discharge of his/her duties.
8. Legal Counsel

If criminal or civil proceedings are brought against a classified employee alleging wrongful conduct arising out of his/her employment, the LRSD shall furnish legal counsel to defend the classified employee in such proceedings and shall give support and other assistance to him/her as are necessary except in those cases where either the LRSD is the plaintiff in the case or the alleged actions of the classified employee that prompted the proceedings are clearly not within the effective policies of the School System or violate the Arkansas Department of Education Code of Ethics, the Little Rock School District policies or local, state, or federal laws.

9. Compensation for Absence

Whenever a classified employee is absent from school as a result of personal injury caused by either an assault or other violent act committed against the classified employee in the course of his/her employment, he/she will be paid his/her salary for the period of such absence up to one (1) year from the date of injury, and no part of such absence will be charged to his/her annual sick leave. The LRSD shall have the right to have the classified employee examined by a physician designated by the LRSD for the purpose of establishing the length of time during which the classified employee is temporarily disabled from performing his/her duties, and the opinion of said physician as to the said period shall control.

If a classified employee contests the decision of the physician, the classified employee may select another physician for a second opinion. If the second opinion differs from the first, the two physicians will name a third physician whose decision will be final. The District will pay the cost of the first and third examinations conducted in accordance with this section.

10. Conditions of Repayment

Any monies paid to an injured classified employee as a result of a civil action (except those paid for punitive damages or those which compensate for permanent disability) or through workers’ compensation which is paid in part or in full for the purpose of compensating for the inability to perform his/her duties during the time period specified in paragraph 9. above will be paid to the District. Such payment to the District shall not exceed the amount paid by the District through the provisions of paragraph 9. above.

Q. School Security

All employees have a responsibility to ensure that they follow and enforce security directives, policies, and regulations. It is every employee’s responsibility to report security violations or security hazards/risks immediately. The following security guidelines must be followed while working at your school or work location:
1. Report suspicious activity and unauthorized visitors to school administrators or the building manager immediately.

2. Report criminal activity to school administrators immediately, and/or report violent or dangerous criminal activity to the police immediately.

3. Do not use or permit students to use unauthorized entrances and exits. Do not prop open doors or windows or circumvent door locks to gain access to facilities or rooms that are locked.

4. Do not use or permit students to use fire exits or alarmed doors without specific permission from the principal or the building manager.

5. Do not leave laptops, computers, or other high value equipment that can be easily taken in unsecured areas.

6. Avoid bringing high value personal items to work. Do not leave purses or wallets unattended. LRSD does not take responsibility for personal items that are stolen.

7. Lock your automobile and do not permit others access to your personal vehicle.

8. Do not loan building or room keys to anyone without permission from the Principal or the building manager.

9. Properly secure and account for funds left in your charge. Employees who do not adequately manage or secure funds shall be held financially responsible.

R. Visitors in the Workplace
All visitors are expected to enter any district facility through the main entrance, report to the building's main office, and sign in as a visitor. Authorized visitors will receive and wear a visible visitor’s pass. Directions or an escort to their destination will be provided. Employees who observe an unauthorized individual on the District premises shall immediately direct him or her to the building’s main office and contact the administrator in charge.

S. Emergencies
All employees shall be familiar with the safety procedures for responding to a medical emergency and the evacuation diagrams posted in their work areas. Emergency drills shall be conducted to familiarize employees and students with safety and evacuation procedures. Each campus is equipped with an automatic external defibrillator. Fire extinguishers are located throughout all district buildings. Employees shall know the location of these devices and the procedures for their use.
T. Administering Medication to Students
   Only prescribed medication by an Arkansas licensed medical or dental provider may be
   administered to students by an employee trained to administer medications. A student who
   must take medication during the school day shall bring a written request from his or her
   parent and the medication shall be in its original, properly labeled container. Medication
   shall be stored in a secure location in the health room.

U. Transportation Reimbursement
   All classified employees directed by the Administration to use their own vehicles to
   conduct District business shall be reimbursed at the standard LRSD mileage rate.

EE. Professional Dress and Appearance
   All classified employees are expected to dress in clothing appropriate for their profession,
   unless required to wear a specific uniform for their job classification. Employees must
   remember their obligation to set an example for their students. When a classified
   employee is not dressed in professional attire, the principal will communicate this to the
   classified employee. Buildings may elect to dress in a casual manner on specific days.
   Department Supervisors shall communicate any specific departmental requirements to
   classified employees and their building supervisors.
SECTION V TRANSFERS, EVALUATION AND SEPARATION
A. Voluntary Transfers
   1. Application
      A change in position from one site to another may be requested by a classified employee by filing an online application (short form) for transfer to a posted position within the District. All requests for transfer shall remain active for one (1) year from the date of application submission.

   2. Listing of Vacancies
      Vacancy lists are posted online via the LRSD website and through district email and are continuously updated. Classified employees who want to apply for these positions must submit an online application to the Department of Human Resources no later than ten (10) days after the vacancy is published. If the vacancy has not been filled within seven (7) calendar days after the applicable deadline, additional applications shall be accepted.

B. Vacancy Posting
   Whenever a vacancy exists at a site, that vacant position will be posted electronically on the district’s website and sent to all employees via email. Existing staff in the district that make timely applications for the position will be interviewed before and preferred over any outside applicants. Further, existing employees will be given preference for position, and senior district employees will be given preference in order of seniority among district employees.

C. Request for Transfer
   A transfer shall be defined as a change in work location. A request for transfer from one location to another shall be considered and implemented upon mutual approval of the two site supervisors. In all cases of transfers of classified employees, preference shall be given to the best qualified applicant based on training, experience, performance, and other factors relevant in predicting success. However, within three (3) years of the effective date of involuntary transfer, first consideration in order of seniority shall be given in granting requests for voluntary transfers to classified employees who were previously transferred involuntarily, provided that the Department of Human Resources is notified of the classified employee’s desire to transfer by May 1 of each year.

D. Promotions
   Qualified district employees shall be given first consideration in filling promotional vacancies. All non-probationary district employees who apply for a promotional position will be placed on a list for interviews for that position. At the conclusion of the vacancy posting period, qualified district employees shall be given selection priority based on seniority, job performance, and attendance. If no selection is possible from the referral list within seven (7) days of the end of the posting period,
then other applicants may be considered. The Superintendent shall have the right, at his discretion, to make administrative transfers. Such transfers shall take precedence over all other transfers and assignments.

E. Notification
No vacancies for which an application is on file will be filled until all pending requests have been acted upon either by granting or denying the request. Classified employees whose requests for a voluntary transfer have been granted will be notified within ten (10) days after such decision has been reached. The classified employee whose requests for voluntary transfer have been denied will, upon request, be notified in writing of the reason for denial.

F. Classified Employee Evaluation
   1. Employee Evaluation
      All classified employee evaluation instruments shall be developed by a Joint Committee made up of, at a minimum, three employees from the unit and three administrators from the unit. Each employee, upon employment or at the beginning of the school year, whichever is later, shall be apprised in specific terms of his/her responsibilities, which shall be consistent with the District adopted job description. Employee will be informed of the specific criterion upon which they will be evaluated and who is responsible to evaluate the employee. Each employee shall be given a copy of the evaluation form. The evaluator shall distribute this material, including an explanation. Evaluators shall be administrative personnel of the District. Employees shall be evaluated by their immediate supervisor.

      Evaluation criteria shall be limited to the specific skills outlined in District approved job descriptions. Evaluation criterion shall not require the employee to give unreasonable service or loyalty to any individual or tolerate or endure abusive behavior or dangerous or threatening circumstances. (The evaluation instrument shall only denote Highly Effective, Effective, Progressing or Ineffective for each criteria and overall performance and shall have appropriate space for explanatory comments.)

      2. Observation and Probation
         It shall be the District’s responsibility to assist employees in becoming oriented to the District and to improve their work performance through direct observation of the employee. The appropriate supervisor/administrator shall provide written summaries of these observations, together with any recommendations the administrator may have for the employee. All employees shall be evaluated at least once a year prior to May 1.
If an employee's work performance is determined to be unsatisfactory by their immediate supervisor, then the employee should be placed on a performance improvement plan.

3. Unsatisfactory Evaluation
Any non-probationary employee who disagrees with an observation or recommendation may submit a written answer which shall be attached to the file copy of the observation in question. Any overall unsatisfactory rating, observation, or recommendation which adversely affects the non-probationary employee's professional standing may be grieved through the grievance procedure.

4. Termination and Non-Renewal
In the event termination or non-renewal of the employee's contract is recommended, the employee shall be furnished a copy of such recommendation by certified mail or hand delivery with a statement of the reasons on which it is based.

5. Appeal
If an employee receives a notice pursuant to Section 4 above and desires a hearing, that employee is entitled to appeal the recommendation pursuant to Board policy and the Public School Employee Fair Hearing Act.

6. Confidentiality and Representation
Any criticism, reprimanding, warning or disciplining of any employee by a supervisor, an administrator, or any other agent of the employer shall be made in confidence and never in the presence of pupils, parents, other employees, or at public gatherings. All critiques shall be confidential. However, the classified employee shall have the right to have another staff member of his/her preference present at such a meeting.

G. Compliance
A recommendation for non-renewal, termination or an evaluation on which these actions are based shall be void unless the District complies with all the provisions of this article and any amendments thereto and the school district’s applicable evaluation procedures.

H. Arbitrary or Capricious Reasons
No probationary or non-probationary classified employee will be non-renewed or terminated for arbitrary or capricious reasons or without justification.
I. Annual Contract
The annual contract of all probationary and non-probationary classified employees will be renewed unless the above procedures regarding performance have been followed. (This relates to performance only.)

J. Classified Employee Suspension
Classified employee suspensions associated with a termination recommendation for performance shall comply with the Public School Employee Fair Hearing Act, as it is amended.

K. Classified Employee Discipline 1. Progressive Discipline
LRSD shall follow the principles of progressive discipline with respect to minor offenses. Any action taken against a classified employee will be appropriate to the behavior which precipitated such disciplinary action.

2. Administrative Leave
Upon approval by the Superintendent and/or Associate Superintendent, a classified employee can be placed on administrative leave with pay pending the outcome of an investigation.

3. Stages of Progressive Discipline
Progressive discipline shall include a written warning, written reprimand, suspension without pay, and finally discharge as a last resort.

   a) Written Warning
      A written warning may not be placed in a classified employee’s personnel file.

   b) Written Reprimand
      A copy of the written reprimand will be placed in the classified employee’s personnel file.

   c) Suspension Without Pay
      A suspension without pay is normally from one to ten days. It is the third step in progressive discipline for minor offenses. However, the pay will not be withheld from the classified employee until after:

      i. A hearing at Level 3 has been conducted and a decision rendered, or five (5) calendar days after the disciplinary action is taken if the suspension is not grieved.
L. Recommendations for Dismissal
Recommendations for dismissal through either progressive discipline or for serious misconduct are accompanied with all procedures as rights covered in the Public School Employee Fair Hearing Act.

M. Just Cause
No classified employee shall be disciplined, reduced in rank or compensation, reprimanded, or deprived of any professional advantage without just cause.

N. Classified Employee Conduct
Under no circumstances shall the disciplinary provisions of this contract as they apply to employee conduct be linked to the competencies covered by the Classified Employee’s Performance Evaluation.

O. Representation
The classified employee shall be entitled to have a representative of their choosing present during any disciplinary action or any meeting to discuss a grievance. During a written warning, the classified employee shall have the right to have the LREA Building Representative or another staff member present from his/her building at such meeting. During a written reprimand or above, the classified employee has the right to a representative from LREA. If no request for representation is made, the Administration shall advise the classified employee of his/her right to have representation.

P. Time Frame
All employees shall be notified at least 48 hours in advance of a scheduled disciplinary meeting.

Q. Submission of District Property
Any classified employee placed on administrative leave, suspended, or recommended for termination shall be required to submit to the administration keys and any other district property. This may be required prior to the classified employee leaving the building.

R. Violations of Criminal Codes
Any classified employee who is charged with a violation(s) of the Arkansas or United States criminal code must report the charge(s) to his/her immediate supervisor. The report shall be made immediately following the charge(s) being levied. After the initial report has been made to the immediate supervisor, any change in the status of the charge(s) must be reported to his/her immediate supervisor before the start of the next workday. Failure to make the required notifications shall be grounds for termination.
S. Criminal Charges
All classified employees with pending criminal charges shall have all the rights afforded under the “Public School Employee Fair Hearing Act.” Employees with pending criminal charges shall not utilize the grievance procedures with regard to any suspension and/or termination recommendation arising out of the charges if they are related to a disqualifying offense.

T. Insubordination
Insubordination is defined as a willful or intentional failure to obey a lawful and reasonable request of a supervisor. The elements of insubordination are:
1. A direct order was issued to an employee.

2. The employee received and understood the order.

3. The employee refused to obey the order through an explicit statement of refusal or through nonperformance.

4. In the case of abusive language toward a supervisor, insubordination may not be found if:
   a) It was provoked by the supervisor.
   b) It was not spoken in the presence of others.

U. Involuntary Transfers/Displaced Classified employees
1. District Reorganization
This section shall be applicable for instances in which a school is closed, and/or the entire or part of the district is reorganized.

2. Definitions:
SENORITY - Shall be defined as a classified employee’s total number of years of employment by the Little Rock School District, with those classified employees having the greatest length of service having the most seniority.

DISPLACED CLASSIFIED EMPLOYEE - Shall be defined as any classified employee whose school is closed, reorganized, or is involuntarily transferred.

IN Voluntary TRANSFER-Shall be defined as the involuntary reassignment of personnel.

SURPLUS CLASSIFIED EMPLOYEE - Shall be defined as classified personnel who are without an assignment after all positions have been filled.
V. Conditions of Reassignment

1. The LRSD recognizes that the reassignment of some classified employees within a school may be unavoidable. However, such reassignments shall be held to a minimum and made only under the following provisions:

2. Reassignments within a school shall not be made without the consent of the classified employee except as follows:

   a) Factors related to job performance indicate that a classified employee may perform more effectively in another assignment. Factors related to performance shall be defined as evaluations, experience in a particular position, and preference of the classified employee based on seniority.

   b) Staffing needs of the site

   c) No classified employee may be involuntarily reassigned for reasons other than those listed above.

   d) Classified employees shall be notified immediately following their reassignment.

W. Procedure:

1. In the event of a site closing or reorganization, those classified employees in the affected school(s) will be ranked by seniority in their classification to be based on total years within the district except that classified employees with one (1) year or less experience in the classification area to which he/she is assigned at the time of the school closing or reorganization will have his/her seniority counted in the classification area in which he/she has the most years of experience within the district.

2. Along with this, a ranking of all the district’s classified employees by seniority as described above, will be made by the area of classification as site(s) involved in the closing or reorganization.

3. A list of the known vacancies in the district will be compiled and published at the time of site closing(s) or reorganization.

4. If the number of vacancies available within each area of certification at site(s) involved in the closing or reorganization is fewer than the number of displaced classified employees, the position(s) of the least senior classified employee(s) in each classification area will be declared vacant so that the
number of vacancies will then equal the number of displaced classified employees.

5. These displaced classified employees will then be given the opportunity to choose from the positions vacant at the same classification as site(s) involved in the closing or reorganization where they will be assigned for the upcoming school year. The most senior displaced classified employee will choose first, the second most senior displaced classified employee will choose second, and etc.

X. Rights of Surplus Classified Employees
Those classified employees whose positions are declared vacant because of their position on the seniority list shall be declared surplus. These surplus classified employees shall be assigned as regular substitutes. All surplus classified employees will be the first to be offered a position in the district for which they are currently experienced before any new classified employee is hired and after all previously surplused classified employees have been duly placed or offered a permanent fulltime position. First offer of employment shall be made to classified employees in the reverse order in which they are declared surplus.

Y. Court Orders
The LRSD reserves the right to make assignments which will enable compliance with court orders.

Z. Classified Employee Transfer
Any classified employee transferred or reassigned as a result of a site closing or reorganization shall be classified as involuntarily transferred provided that the assignments resulting from involuntary transfers will not be changed until the end of the school year in which the reassignment occurred. Preference for any classified position will be given to those classified employees that are involuntarily transferred as a result of being displaced.

AA. Displaced Classified Employees
In the event that the number of classified employees employed in a given school year is in excess of the number of classified employees allocated to that particular site, and such excess is a result of decrease(s) in student enrollment, displaced classified employees at the affected site will be identified by appropriate central office staff on the basis of his/her seniority as established by the procedure described in Section W.
BB. Reduction-In-Force 1. Definition

A reduction-in-force shall mean a reduction of 5% or more in the number of classified personnel to be employed for the successive year when compared to the number employed at the end of the first semester in any current year.

2. Notification to the Personnel Policy Committee

LRSD will notify the Classified Personnel Policy Committee (PPC) of its position at least forty-five (45) calendar days prior to the implementation of the reduction-in-force. Such notification shall include the basis for the position and a listing of the needed reductions by classification (elementary, secondary, and custodial, security, transportation, secretarial, etc.) During this forty-five (45) calendar day period, representatives of the LRSD will meet and confer with representatives of the Classified PPC for the purpose of discussing the basis for the planned reduction-in-force and consider alternatives, such as decreases in administrative staff, expenditures nonessential to the learning process, and early retirement incentives.

3. Selection of Classified employees to be Included in the RIF

A reduction -in-force shall be accomplished through attrition as far as possible. If the entire reduction cannot be accomplished through attrition, the RIF Rubric shall be utilized.

4. Procedure

   a) A hiring freeze will be instituted immediately.

   b) LRSD shall develop lists of positions identified for Reduction-in-Force, as well as positions that will be available for classified employees in that category.

   c) LRSD shall develop lists by rubric score of current classified employees within each category of classified employees that will be affected by the Reduction-in-Force.

   d) Affected classified employees will be offered/placed in available positions based on their rubric scores. Classified employees with the highest rubric scores will be placed first. In the event of a tie, the classified employee with the earliest date of hire will be placed first.

5. Rehiring

If the LRSD increases the number of classified employees or has a vacancy at any time after the RIF, the LRSD shall first offer re-employment to the classified employee(s) in the reverse order of the RIF specified in number four (4) above. A classified employee’s failure to respond affirmatively within fifteen (15) calendar days after receipt of the LRSD’s letter sent by registered mail to the classified
employee’s address on file with the LRSD recalling such classified employee, shall result in termination of the classified employee’s right of recall thereafter. A classified employee who has been the subject of a Reduction-in-Force can be recalled for a period of up to one (1) year.

6. Federal Funds
The LRSD agrees that every classified employee whose position is funded through federal monies shall be given preference for similar positions if federal monies for their positions are discontinued or held.
## RIF (Reduction-in-Force) Scoring Rubric

<table>
<thead>
<tr>
<th>Domain-Based on Prior Year</th>
<th>Points Possible-25 Points</th>
<th>Points Earned</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Seniority-Total Years in LRSD</td>
<td>0-3 Years=5 points 4-10 years=10 points 11-20 years=15 points 20+ years=25 points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Performance Evaluation Average of All Areas on PTAS</td>
<td>Below Basic=0 points Basic=5 points Proficient=15 Points Distinguished=25 Points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Attendance (excluding FMLA or ADA)</td>
<td>13+ Missed Days=1 Points 10-12 Missed Days=2 Points 8-9 Missed Days=3 Points 4-7 Missed Days=4 Points 0-3 Missed Days=5 Points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional Development</td>
<td>Less than 10 hours=0 points 10-29 hours=5 points 30-59 hours=10 points 60-74 hours=15 points 75+ hours=25 points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Educational Preparation Degrees</td>
<td>Associate’s Degree = 2.5 points BA + 12=5 points BA + 24=10 points BA + 36 or MA=15 points SP or MA +30=20 points Doctorate=25 points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other-See Definitions Bilingual Extracurricular Responsibilities-See List Pathwise Mentor Leadership-See List Certification-See List Specialized Training See List</td>
<td>Bilingual=5 points Specialized Training=3 points Leadership=3 points Certification=3 points Extracurricular Responsibilities=2 points *Up to 25 points total</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Armed Forces Veteran</td>
<td>1 point</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Definitions:**

- **Extracurricular Responsibilities:** Duties voluntarily performed beyond those listed on the job description which directly impact instruction and/or students, such as club sponsor, special committees, etc.
Leadership—holding a position as a leader of a group, organization, department, etc. or performing duties that motivate, guide or inspire others and have a positive impact on student learning.

Certification—having licensure in critical shortage areas as defined by AR, such as Special Education, Math, Science or endorsements in critical shortage areas as defined by AR, such as ESL, Library Media, School Counselor or ESL or shortage areas in LRSD.

Specialized Training—having received additional training necessary to perform specific job duties related to student learning, such as Advanced Placement Training, Sheltered Instruction Observation Protocol Training Model, ESS, CGI, and ECA, etc.

FF. Resignations/Re-employment 1. Resignations

Letters of resignation shall be submitted to the Department 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 will occur at least 2 weeks before the effective date of the resignation. An employee’s contract may only be voided by mutual consent.

2. Reemployment

All employees who leave the LRSD in good standing shall be available for reemployment consideration. Those employees re-hired will have all years of service (less time away) restored.
Section V
Specific Job Classification
Subgroups
Subsection I. Facilities Services Personnel

A. Training and Professional Development
Training requirements for facilities services personnel are an annual requirement and a condition of employment. The District is obligated by law to train personnel in asbestos matters and on the handling of hazardous materials within sixty (60) days of employment. It is incumbent upon the District to provide this opportunity to all personnel. It is a condition of employment that personnel not completing this training within the specified time plus one make-up period, can be considered for dismissal as a breach of contract.

Additional in-service opportunities may be planned by a Joint Committee of three facilities personnel staff and three administrators/supervisors.

B. Prohibition
In no case shall facilities services personnel be requested or required to perform any duty normally performed by a certified employee. Specifically, in no circumstance except in the case of an emergency, or as required by law, should facility services personnel be requested or required to supervise or be responsible for students at any work location.

C. Subcontract
The District shall not subcontract work customarily performed by its employees, unless:
1. Adequate existing equipment and/or facilities are not available to perform the work when it is needed, or
2. The District does not have employees in sufficient number and/or skillset to perform such work, or
3. It is deemed necessary by the district to transfer or subcontract such work because of other demands on such equipment and other facilities to do other work which is to be performed. (This was discussed heavily.)

D. Hours of Work and Overtime
The normal workweek for full-time employees shall be forty (40) hours. The normal workday for full-time employees shall be eight (8) hours, including two (2) fifteen (15) minute breaks. Employees shall take an unpaid, duty free, uninterrupted lunch period of sixty (60) minutes. If a lunch period or break is interrupted by an emergency, the employee shall be allowed to take the remaining time before the end of the shift. Part-time employees who work at least four (4) hours shall get one (1) fifteen (15) minute break. Facilities Services Personnel shall have five (5) minutes before lunch and before the end of the workday for cleanup time. Schedules may vary by building.
E. Work Assignment

1. Each facilities services personnel shall be assigned to a definite shift for student and non-student attendance days with designated starting and ending times.
2. The Site Supervisor may change the facilities services personnel work hours for just and sufficient cause. The site supervisor shall make the request in writing two weeks prior to the change. The written statement shall include the reason for the change in work hours.
3. In case of a building emergency when no facilities services personnel are in the building, Maintenance and Operations personnel shall be summoned to handle the situation.

F. School Closings

Facilities services personnel shall not be required to work on days that schools are closed for reasons of safety, such as weather conditions. If schools are closed, but offices are open, facilities services personnel shall work their normal schedules and perform duties necessary to prepare sites for re-opening. If school should dismiss early for such reasons, facilities services personnel shall be permitted to leave. The employee will comply with the established LRSD inclement weather policy and procedures. In the event the normal opening of school is delayed for employees, facilities services personnel shall not be required to report more than thirty (30) minutes before students.

G. Overtime

Except in cases of emergency, the Administration shall notify the facilities services personnel of required overtime twenty-four (24) hours in advance. All work beyond forty (40) hours per week shall be compensated at one and one-half (1 1/2) times the employee’s hourly rate. Facilities services personnel that are required to work on contractual holidays shall be compensated at twice the employee’s hourly rate.

H. Safe Area

Each worksite shall have a designated safe area to store chemicals.

I. Unsafe Conditions

Facilities services personnel shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health or safety.

J. Temperature

When the heat index is one hundred (100) degrees Fahrenheit or higher, or the wind chill factor is thirty-two (32) degrees Fahrenheit or lower, no facilities service personnel shall be required to work out-of-doors for more than sixty (60) minutes without a ten (10) minute interval indoors.
K. Promotions
Promotional positions include all positions except 9 ½ month positions. Qualified district employees shall be given first consideration in filling promotional vacancies. All permanent district employees who apply for a promotional position will be placed on a referral list for that position. At the conclusion of the vacancy posting period, the Department of Human Resources shall determine the seniority of each applicant and forward the referral to the Manager of Facilities Support Personnel. Qualified district employees who apply for a position shall be given selection priority based on seniority, job performance, and attendance. If no selection is possible from the referral list within fourteen (14) days of the end of the posting period, then all other applicants may be considered. The Superintendent shall have the right, at his/her discretion, to make administrative transfers. Such transfers shall take precedence over all other transfers and assignments.

L. Summer School Facilities Services Personnel
Summer school assignments will first be offered to the 9 ½ month facilities services personnel at the summer school site. The positions shall be offered by seniority. If there are not enough facilities services personnel at that site to staff summer school, positions shall be offered to 9 ½ facilities services personnel from other sites.

Subsection II: Safety and Security Personnel

A. Renewal Training and Annual Certification Requirements
1. Renewal training requirements - renewal training for a PSO, CSO, or CSSO is required every two (2) years and must be completed within the twelve (12) month period prior to renewal. Renewal training must be completed and the applicant must submit certification that the renewal training requirements have been met before a credential or commission will be renewed. An individual may count completed hours of renewal training toward the minimum hours of refresher training required to be completed each year.

B. Background Checks
A criminal background check will be run on each security officer every two years. Any security officer who is charged with a criminal offense, either misdemeanor or felony, must notify the Director of Safety and Security within seventy-two (72) hours of the charge(s) being filed or prior to his/her return to work, whichever comes first. Failure to notify the district will be grounds for termination.
C. Prohibition
In no case shall security officers be requested or required to perform any duty normally performed by a certified employee. Specifically, in no circumstance except in the case of an emergency, or as required by law, should facility services personnel be requested or required to supervise or be responsible for students at any work location.

D. Hours of Work and Overtime
1. The work year for 9.25-month security officers is to be equal to the number of student contact days plus four (4) additional days.
2. The normal work year for twelve (12) month security officers shall be 245 days, July 1 through June 30.
3. The normal work week for full-time security officers shall be forty (40) hours beginning Saturday through Friday. The normal workday for full-time security officers shall be eight (8) hours including two (2) fifteen (15) minute breaks. All security officers shall be provided an unpaid, duty-free, uninterrupted lunch period of thirty (30) minutes. If the lunch period or break is interrupted by an emergency, the security officer shall be allowed to take the remaining time before the end of the work day.
4. All security officers shall be provided a break if their regular daily schedule consists of more than four (4) continuous hours of work. Breaks and lunch periods shall be scheduled as near as practical to the middle of the shift. An employee who works a five (5) hour shift or longer is entitled to a lunch break.

E. Work Assignments
1. Each Security Officer shall be assigned to a definite shift, for student and non-student attendance days, with designated starting and ending times during the student contact day. Split shifts shall not be used without the consent of the employee. Such assignments shall be completely voluntary.
2. All full-time non-exempt security officers shall be paid one and one half times their hourly rate for any work beyond forty (40) hours per week.
3. Overtime work shall be avoided when possible, but may be required in the interest of efficient operation of the district. For work in excess of the regular work week, the security officer shall be paid the current overtime rate. The authorization of overtime work and personnel selected for overtime work is the responsibility of the Director of Safety and Security.
4. When it is necessary to require security officer to work outside the normal work week, the following procedure shall be followed:
   (a) Security officers regularly assigned to the site of the event will be offered the overtime first by seniority and will thereafter be rotated.
   (b) If sufficient security officers from the site are not available or are not willing to work overtime, the District will attempt to cover the event with other qualified LRSD security officers.
(c) If the district is unable to adequately cover the security needs after steps (a) and (b) above, mandatory overtime will be required of the officer(s) regularly assigned to the site using the rotation established in (a).
(d) When offering or requiring overtime, a seniority list by site shall be maintained, and overtime will be assigned on a rotating basis.
(e) Whenever possible, the LRSD shall notify the employee of mandatory overtime at least twenty-four (24) hours in advance.

F. Substitute Teachers/Supervision of Students
In no circumstance except in the case of an emergency, or as required by law, should school security officers be requested or required to supervise or be responsible for students at any work location.

G. Working Conditions

1. Student Discipline
Upon accepting employment in the LRSD, security officers assume their appropriate share of the responsibility for student discipline. When the security officer observes a student who is guilty of misconduct or an infraction of a school rule, he/she is expected to correct the student and/or report the offense to the Principal’s office. The security officer will receive within three (3) days, a report of the actions taken by the Principal/Assistant Principal.

2. Physical Restraint
The LRSD recognizes the right of the security officer to use reasonable physical restraint when conditions are such as to threaten the physical well-being of the employee, other students, or other employees. Reasonable restraint is defined as immobilization of the individual’s opportunity for movement by a security officer(s) through direct contact. Any security officer employed by the district may, within the scope of their employment, including involvement in extracurricular activities, use and apply such amount of force as is reasonable and necessary to accomplish the following purposes:
(a) To restrain a student or employee from an act of wrongdoing.
(b) To quell a disturbance threatening physical injury to one’s self or others.
(c) To obtain possession of weapons or other dangerous objects, which are within the control of the student.
(d) For the protection of self, others, and/or property.

The security officer using physical restraint will:
(a) Immediately, or as soon thereafter as possible, notify the building principal of the incident.
(b) Provide a documented report of the situation indicating why such action was deemed necessary.
(c) The building principal or designee will inform the parent/guardian of the incident using the appropriate disciplinary reporting form.

At no time, and under no circumstances, will any security officer initiate physical contact with a student for the purpose of disciplinary action.

H. Worker’s Compensation

The security officer absent from duty, whether for injury, doctor’s direction, hospitalization, attorney consultation, or court proceeding(s) directly relating to a student assault will not be required to take any leave days. However, the absence(s) must be consistent with the Worker’s Compensation guidelines.

Whenever a security officer is absent as a result of personal injury caused by either an assault or other violent act committed against the security officer in the course of duty, the security officer shall be paid his/her salary (less Worker’s Compensation and Disability Insurance) for the period of absence up to one (1) year from the date of injury. No such absence shall be charged to sick leave. The District shall have the right to have the security officer examined by a physician designated by the District to determine the period of temporary disability. The security officer may contest the decision of the physician and select another physician for a second opinion. If the second opinion differs, the two physicians shall name a third physician whose decision shall be final. The District shall pay the cost of the first and third examinations.

I. Meetings

1. Attendance
   Security officers may be required to attend one (1) meeting per month, not to exceed one (1) hour in length with additional compensation.

2. Professional Development
   The District may require attendance at professional development meetings during the length of the contract year. Security officers shall be paid their daily rate of pay for attendance at these meetings.

J. Summer School Assignments

1. Assignment
   Summer School assignments will be offered to interested security officers by seniority. A seniority list shall be created of all interested security officers prior to assignments being made.
2. Posting Procedure
If there remains a need for security officers, or if no security officer is regularly assigned
to that site, position(s) shall be offered to the most senior security officers. The most
senior officer will choose first, the second most senior officer will choose second, and
soon until all of the positions are filled.

K. Security Officer Evaluation

1. Security Officer Evaluation
Each security officer, upon employment or at the beginning of each school year,
whichever is later, shall be apprised in specific terms of his/her responsibilities, which
shall be consistent with the District adopted job description for his/her position.
Security Officers will be informed of the specific criteria upon which they will be
evaluated and informed as to who will be conducting the evaluation. Each security
officer shall be given a copy of the evaluation form. All security officers are evaluated
jointly by the building principal and the Administrative Security Supervisor.

Evaluation instruments shall be developed by a Joint Committee. Evaluation criteria
shall be limited to the specific skills outlined in the District approved job description.
Evaluation criteria shall not require the security officer to give unreasonable service or
loyalty to any individual or to tolerate or endure abusive behavior or dangerous or
threatening circumstances. The evaluation instrument shall only denote satisfactory,
unsatisfactory or very good for each criteria and overall performance and shall have
appropriate space for explanations.

2. Observation and Probation
It shall be the District’s responsibility to assist security officers in becoming oriented to
the District and to improve their work performance through direct observation of the
security officer. The appropriate supervisor/administrator shall provide written
summaries of these observations, together with any recommendations the
supervisor/administrator may have for the security officer. All security officers shall be
evaluated at least once a year.

If a security officer’s work performance is deemed unsatisfactory by their evaluator,
then the security officer shall be placed on performance probation. This probationary
period shall normally be twenty (20) days; however, this period may be extended by the
evaluator if he/she believes that the deficiencies may be corrected with additional time.
The initial twenty (20) day probationary period must have occurred before an annual
performance evaluation can be rated as unsatisfactory.

3. Unsatisfactory Evaluation
Any non-probationary security officer who disagrees with an observation or
recommendation may submit a written answer which shall be attached to the personnel
file copy of the observation in question. Any overall unsatisfactory rating, observation,
or recommendation, which adversely affects the non-probationary security officer’s professional standing may be grieved through the grievance procedure.

4. Non-Renewal or Termination
If termination or non-renewal of the security officer’s contract is recommended, the security officer shall be furnished a copy of such recommendation by certified mail or hand delivery with a statement of the reasons upon which it is based.

5. Appeal
If a security officer who is non-probationary receives a notice of non-renewal or termination due to an evaluation and desires a hearing, that employee is entitled to a hearing through the Arkansas Public Employee Fair Hearing Act.

6. Serious Offenses
Upon receiving a Class A Misdemeanor or felony charge, a security officer must self-report the charge to his/her supervisor and shall be placed on unpaid Administrative Leave until the charge is resolved. If he/she is convicted, the security officer shall be recommended for immediate termination from the district and revocation of the Public School Security Officer (PSO) commission*. Revocation of the PSO Commission shall result in immediate termination from the position of School Security Officer. The following are offenses that will result in a recommendation for immediate termination from the District and/or revocation of the PSSO Commission*:

(a) Possession of a knife, box cutter, dirk, brass knuckles, martial arts implement, razor, ice pick, BB gun, pellet gun, stun gun, blackjack, unauthorized tools, sword, spear, in cane, billie club, sap, facsimile weapon, or any other instrument that is specifically designed, made, or adapted, to cause physical injury to another person and is not an authorized piece of equipment assigned to the security officer.
(b) Stealing or misappropriation of property of the District or the employees of the District*.
(c) Drinking alcoholic beverages on the job or during the duty day; or the possession of or introduction of any alcoholic beverages on District property at any time. This includes reporting to work under the influence of alcohol or refusing to take a sobriety test for cause.
(d) Use of non-prescribed narcotics, and/or the use, possession, or transmitting in District vehicles or premises of drugs or substances capable of modifying mood and/or behavior. This includes refusal to take a drug test for cause or as part of the random testing cycle.
(e) Falsifying or refusing to give testimony concerning district incidents or hearings*.
(f) Non-Payment of Child Support*
(g) Pleading guilty or “nolo contendere” to any crime*

*indicates an offense for which the PSO Commission will be revoked.
L. Promotions/Transfers
A transfer shall be defined as a change in work location. A request for transfer from one location to another shall be considered and implemented upon approval of the Director of Safety and Security and the two Building Administrators, if applicable.

Promotions include all positions except for 9.25 month. Qualified district security officers shall be given first consideration when filling promotional vacancies. All permanent district security officers who apply for a promotional position will be placed in the pool of applicants. At the conclusion of the vacancy posting period, the Human Resources department will indicate the seniority of the district applicants and forward a list to the Director of Safety and Security. Qualified district security officers who apply for a promotional position shall be given selection priority based on seniority, job performance, and attendance. If not selection is possible from the district list within seven (7) days of the end of the posting period, then all other applicants may be considered.

*The Superintendent or his/her designee shall have the right to make administrative transfers, which shall take precedence over all other transfers and assignments.*
Subsection III: Bus Drivers, Aides, and Monitors

A. Definitions

Noon/Evening Run-The term “noon/evening run” is any run that is outside of the normal to and from school delivery in the morning and afternoon. This excludes all field trips and athletic trips.

Emergency Run-Emergency runs are runs that have to be assigned within eighteen (18) hours or less. These runs will be assigned by seniority whenever possible.

Full Time Substitute Special Education Driver-A driver who has been hired to substitute for any driver, monitor, or an aide position which is either unassigned or temporarily vacant due to employee absence must possess a Commercial Driver’s License. When two or more persons bid for a Full-Time Substitute Special Education Driver position, seniority will govern.

Special Education Driver-A driver who has been hired to operate a special education vehicle in support of students with special needs must possess a Commercial Driver’s License. When two or more persons bid for a Special Education Driver position, seniority will govern.

Special Education Driver’s Aide-An employee hired to assist the Special Education Driver in maintaining equipment, discipline, control, and comfort for students assigned to special education vehicles must possess the same driver’s certification as regular Special Education Drivers and must maintain driving proficiency to allow for assignments as a driver when required.

Special Education Bus Monitor-An employee hired to provide assistance to students loading, unloading, and riding on special education vehicles. Employee must meet qualifications listed in the approved job description.

Bus Monitors will no longer be hired by the district. However, all bus monitors currently employed will be grandfathered into that position. The position will then be eliminated as they are vacated.

B. Probationary Employees

Newly hired transportation employees shall undergo a probationary period of three months. Probation may be extended up to six (6) months, if needed.

C. Seniority

Seniority shall be defined as the length of service within the District. Accumulation of seniority shall begin on the employee’s first day of work. In the event that more than one individual has the same start date, position on the seniority list shall be determined by drawing lots.
The Human Resources Department shall prepare, maintain, and post the seniority list. The initial seniority list shall be posted conspicuously in the Drivers’ Lounge with revisions and updates prepared and posted thereafter.

D. Loss of Seniority
Seniority shall be lost by an employee upon termination, resignation, or retirement unless they return to the district within three years.

E. Hours of Work
   1. Work Year
      By May 1 of each year, the Transportation Director will post a sign-up sheet in the Drivers’ Lounge for drivers who wish to be considered for summer employment.

      Drivers who sign up for summer employment must remove their name from the list by May 25 to be removed from consideration for summer employment.

      Drivers who refuse to take a summer route but fail to remove their name from the list by May 25 will not be considered for summer employment for the next year.

   2. Early Dismissal Days
      Regular pay shall be paid on early dismissal days, and drivers shall work adjusted schedules as required to meet the needs of the students being transported.

   3. Inclement Weather
      When inclement weather forces the closing of any work sites, all local radio and television stations shall be notified so that announcements may be made no later than 6:00 a.m., when possible.

   4. Reporting Time
      All transportation employees will be required to report to work in the morning not later than 30 minutes before the first scheduled stop on the first run or 6:00 AM, whichever comes later. All transportation employees are required to report not less than 30 minutes before their first scheduled afternoon pickup time. Additionally, all transportation employees must report 30 minutes before their scheduled pickup time for their noon, evening, or field trip run.

F. Subcontracting
The District will not subcontract work customarily performed by its employees: (1) unless adequate existing equipment and/or facilities are not available to perform the work when it is needed, or (2) unless the District does not have employees covered by this contract in
sufficient number and/or skill to perform such work, or (3) unless it is deemed necessary to
transfer or sub-contract such work because of other demands on such equipment and other
facilities to do other work which is to be performed.

G. Route Bidding
The following procedures will be followed in assignment and re-assignment of bus routes.

1. During the month of August, (unless an emergency prevents the Administration from
compiling the necessary information) all routes will be open for bidding. Employees will
be afforded an opportunity to “bid” on routes of their choice. For this purpose, a route
will be considered to be a combination of morning/afternoon school runs assigned to an
individual bus to make most effective use of limited vehicular resources. The assignment
of routes will be based on driver seniority. This will be the only time during the school
year that all routes will be open for bidding. Scheduled bidding times will be established
by management and strictly followed. Each driver will be allowed 15 minutes to bid.
Those drivers who cannot be present may authorize a unit member or management to
bid for them if their proxy is given in writing. Those who exceed their time or fail to show
will be placed at the bottom of the list.

2. A seniority list will be posted at least five consecutive days prior to the bidding with all
parties given an opportunity to correct any errors. The tentative route book for bidding
will be posted during the same period. Any necessary changes to the routes after posting
and before bidding will be posted and highlighted. Also, no changes will be accepted one
1 work day before bidding starts. All changes prior to that day will be posted prior to the
start of bidding. After bidding begins, students will be added to the appropriate runs as
required.

3. Following assignment of this route no further bidding will be made. A driver will be
assigned to drive the remaining open route. This cut-off of bidding is necessary to retain
stability of operations and preclude a domino effect of all routes.

4. It is possible that the nature of the route originally bid could be changed significantly
during the course of the school year. The determination of when a route falls into this
category will be made by the director based upon the recommendations of the
supervisors and dispatchers. It is also possible that additional routes could be added
during the school year or that routes may become vacant due to the resignation or
termination of drivers.

5. If the events of the preceding paragraph occur, the route will be posted for bids for two
working days prior to assignment. No bids will be accepted beyond 5:00 p.m. of the
second working day following posting of the routes. Drivers who bid on and accept
routes made available under the circumstances related in the preceding paragraph will
not be allowed to bid on any additional routes for another 30 days. If the bidding process
causes another route to become vacant, the administration may appoint a driver to fill the vacancy until all routes are bid the following October.

6. Full-time Substitute positions are not subject to the above procedures. All Full-time Substitute positions will, however, be posted for two working days to allow drivers to indicate their interest in the position.

7. All routes will be paired with two runs. If for any reason a second run is deleted or the route is put up for bid without a second run, management reserves the right to add one at any time during the year. Additionally, for any route that cannot be paired drivers will be asked to do an additional run during the time frame they would normally have a second run, and there will be no additional compensation.

8. Drivers on leave will only be allowed to bid on routes if their estimated return to work day is 30 days or less after the first day of route bidding. Any Bus Driver, Aide, or Monitor who misses over thirty days 30 consecutive calendar days after their sick leave is exhausted, will have their seniority adjusted accordingly.

9. Drivers on leave who fail to return to work within 30 days of the first day of route bidding must forfeit the route and the route will be reposted for bidding.

10. Drivers absent in excess of 45 consecutive days will forfeit their routes, which will be reposted for bidding.

11. Management has the right to pull aides and monitors at any given time from assigned routes as needed and/or required.

The procedures outlined in this policy statement are intended to ensure equity and consistency in assignments within the Transportation Department. Changes in assignments outside of the bidding process will be made only for reasonable cause. The Superintendent shall have the right, at his/her discretion, to make administrative changes in assignments. Such assignments shall have precedence over all other assignments.

H. Summer School Work
In the event the transportation employees are needed, the Transportation Director shall follow the seniority process in assigning employees.

If there remains a need for additional employees, the Transportation Director can hire employees from outside of the district.

Employees will be notified if there is a change in the advertised job description prior to offering positions to employees outside of the district provided it does not cause a conflict in staffing routes.
I. Professional Development/Training Requirements
Training requirements for bus driver personnel are a condition of employment. We are obligated by law to train personnel in matters of safety and performance. Therefore, it is incumbent upon the District to provide this opportunity to all unit personnel. Prior to the opening of and throughout the school year the District will provide 30 hours of paid mandatory in-service. Personnel may take additional training during the year. The District will pay $13.00 per hour up to a total of 45 hours per year per employee for staff development.

J. Student Discipline
The employer shall train, support, and assist employees with respect to the maintenance of control and discipline of students in the employees’ assigned work area. The employer, or its designated representative, shall take reasonable steps to relieve the employee of responsibilities in respect to students who are repeatedly disruptive or who repeatedly violate rules and regulations.

The District shall give full legal support and other assistance to an employee who has been assaulted while acting in the discharge of his/her duties.

K. Parking Spaces
The District shall provide parking spaces in the Transportation Department area and the new parking lot on the north end of the Mann Middle School campus for employees to park their cars.

L. Drivers’ Lounge
The District shall provide for a drivers’ lounge and restroom facilities for all employees in the bus terminal.

M. Meals/Overnight Trips
Any time an out-of-district field or athletic trip is overnight, the driver will be entitled to meals and a hotel room provided by the utilizing organization.

N. Preventative Maintenance
Preventative maintenance will be monitored by the District to assure the safety of the equipment and in order to meet all state testing requirements.

Drivers will be responsible for completing pre-trip inspections and will be responsible for completing a work order at any time that they discover needed maintenance for their buses.

O. Employee Evaluations
1. Each employee, upon employment or at the beginning of the school year, whichever is later, shall be apprised in specific terms of his/her responsibilities, which shall be consistent with the District adopted job description. Employees will be informed of the specific criteria upon which they will be evaluated and who is responsible for evaluating
the employee. Each employee shall be given a copy of the evaluation form. The evaluator shall distribute this material, including an explanation. Evaluators shall be administrative personnel of the District’s Transportation Department. Employees shall be evaluated by their immediate supervisor. The immediate supervisor will be identified at the time of bidding or when permanent assignments are made. Employees will be evaluated by one Supervisor. Other observations shall be made in writing at the time of observation. All evaluations shall be completed by May 1.

Evaluation criteria shall be based upon the specific skills outlined in District approved job descriptions and developed by a Joint Committee. Evaluation criteria shall not require the employee to give unreasonable service or loyalty to any individual or to tolerate or endure abusive behavior or dangerous or threatening circumstances.

2. Direct Observation
It shall be the District's responsibility to assist employees in becoming oriented to the District and to improve their work performance through direct observation of the employee. The appropriate supervisor/administrator shall provide written summaries of these observations, together with any recommendations the administrator may have for the employee.

All employees shall be evaluated at least once a year.

3. Unsatisfactory Observation
Any employee who disagrees with an observation or recommendation may submit a written answer which shall be attached to the file copy of the observation in question. Any overall unsatisfactory rating, observation, or recommendation which adversely affects the employee's standing may be grieved through the grievance procedure.

4. Trained Evaluators
All administrators/supervisors involved in performance evaluation shall be fully and properly trained in the techniques and criteria to be used in the evaluation process. Administrators/supervisors involved in evaluation shall be knowledgeable of the job area of the employee. No evaluation shall unduly interfere with the employee's carrying through his/her job assignment.

5. Termination or Non-Renewal
In the event termination or non-renewal of the employee's contract is recommended, the employee shall be furnished a copy of such recommendation by certified mail or receipted hand delivery with a statement of the reasons on which it is based. The employee is entitled to a hearing under the Public School Employee Fair Hearing Act.
6. Serious Offenses

Following are examples of serious offenses for which an employee may be recommended for immediate termination. These offenses may include, but are not limited to:

(a) Conviction, at a trial court level, of any felony or misdemeanor which is manifestly inconsistent with the safe and efficient operation or reputation of the school or department.

(b) Fighting, threatening or attempting to do bodily injury to an employee or student. Bodily injury means physical pain, illness, or any impairment of physical condition.

(c) Possession of a knife, box cutter, dirk, brass knuckles, martial arts implement, razor, ice pick, BB gun, pellet gun, stun gun, blackjack, unauthorized tools, sword, spear in cane, billie club, sap, facsimile weapon, or any other instruments that are specifically designed, made or adapted, to cause physical injury to another person.

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

(e) Malicious mischief, the abuse, misuse, or deliberate destruction or damaging of property, tools, or equipment of the Little Rock School District or other employees of the LRSD.

(f) Altering, tampering, or falsification of time cards, "sign in/sign out" rosters, or other reporting documents relative to attendance, promptness, or departure.

(g) Drinking alcoholic beverages on the job or during the duty day; or the possession of, or introduction of, any alcoholic beverages on LRSD property at any time. This also includes reporting to work while under the influence of alcohol.

(h) Use of non-prescribed narcotics, and/or the use, possession, or transmitting on LRSD vehicles or premises of drugs or substances capable of modifying mood and/or behavior.

(i) Insubordination, as defined in the main document.

(j) Disorderly, disruptive, or immoral conduct on LRSD vehicles or premises.
(k) The making of or publishing of false, vicious, or malicious statements concerning a supervisor or other employee of the Little Rock School District.

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

(m) Falsifying or refusing to give testimony concerning accidents involving school vehicles and/or incidents which are being investigated.

(n) Failure to observe or purposefully disregard school district and department policy or procedure.

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

(p) Drivers who are convicted of a DWI or who have three moving violations on their driving record are no longer eligible to drive a Little Rock School District school bus. Such Drivers will be reassigned to a LRSD vacant position for which they are qualified and will be compensated at the corresponding grade/step for the new position. If there are no vacant positions or no vacant positions for which they are qualified, then they will be terminated from the Little Rock School District.

If a driver commits a third at-fault accident and that at-fault charge is subsequently overturned within three months of the infraction, the driver will be restored to his/her original position.

Drivers who have an at-fault accident overturned, within three months and submit proof of this to the District, will have the at-fault status for the accident removed from their personnel file.

(q) Private Vehicle
Once an at-fault accident or moving violation is removed from an employee’s driving record, it will be removed from their personnel file unless serious bodily injury occurs requiring medical attention or a death was a result of the accident.

(r) District Vehicle
Once an at-fault accident or moving violation committed by a driver, aide, or monitor while operating an LRSD school bus is removed from the employee’s driving record, it shall be removed from their personnel file after three years unless serious bodily injury occurs requiring medical attention or a death was a result of the accident.
P. Vacancies, Promotions, and Transfers

1. Involuntary Transfers
Involuntary transfers shall be affected only for reasonable cause. The employee shall be given written notice of the transfer within the department by the Director of Transportation. The notice shall give a detailed description of the new position and documented reasons for the transfer.

2. Promotions
Promotional positions are the positions paying a higher salary. Notice of these vacancies shall be posted in the drivers' lounge. The most qualified candidate among the applicants will be recommended for a promotional vacancy. Qualifications will be determined on experience, attendance, performance, and training. In the event that these qualifications are substantially equal to those of other applicants, preference will be given to the applicant with the most seniority in the District.

Upon written request by an affected employee, the reason for the denial of the transfer/promotion shall be furnished in writing to the employee. The employee may request a meeting to discuss the reason for denial.
Subsection IV: Clerical Employees

A. Professional Development
Professional Development requirements are an annual requirement for all clerical personnel. The district shall provide the necessary training and/or release time to attend the necessary training. A Joint Committee will develop the Professional Development plan for all clerical employees annually.

B. Prohibition
In no case shall clerical personnel be requested or required to perform any duty normally performed by a certified employee. Specifically, in no circumstance, except in the case of an emergency, or as required by law, should clerical personnel be requested or required to supervise or be responsible for students at any work location.

C. Subcontract
The District shall not subcontract work customarily performed by its employees, unless:
1. The District does not have employees in sufficient number and/or skillset to perform such work.

D. Hours of Work and Overtime
The normal workweek for full-time clerical employees shall be 8 hours, depending on the employee’s contract. In accordance with applicable federal and state laws, this includes two (2) fifteen (15) minute breaks, and an unpaid, duty-free, uninterrupted lunch period of thirty (30) minutes. These can be taken together for a one (1) hour lunch period. Clerical staff will be paid one and one-half (1.5) times their hourly rate of pay for any work performed beyond forty (40) hours per week or an employee may elect to use the time as flex time or comp time if mutually agreed upon and documented with the employee’s Supervisor/Administrator.

E. Work Assignment
1. Each clerical employee shall be assigned to a definite shift for student and nonstudent attendance days with a designated start and end time.
2. The Supervisor/Administrator may change the clerical employee’s work hours at any time for just and sufficient cause. The Supervisor/Administrator shall make the request in writing two weeks prior to the change in hours. The written statement shall include the reason for the change.

F. Evaluation
1. Each employee, upon employment or at the beginning of the school year, whichever is later, shall be apprised in specific terms of his/her responsibilities, which shall be consistent with the District adopted job description. Employees will be informed of the specific criteria upon which they will be evaluated and who is responsible for evaluating the employee. Each employee shall be given a copy of the
evaluation form. The evaluator shall distribute this material, including an explanation. Evaluators shall be administrative personnel of the District.

2. Employees shall be evaluated by their immediate supervisor/administrator once a year. Other observations shall be made in writing at the time of observation. All evaluations shall be completed by May 1.

3. Evaluation Criteria
Evaluation criteria shall be based upon the specific skills outlined in District approved job descriptions and developed by a Joint Committee. Evaluation criteria shall not require the employee to give unreasonable service or loyalty to any individual or to tolerate or endure abusive behavior or dangerous or threatening circumstances.

4. Direct Observation
It shall be the District's responsibility to assist employees in becoming oriented to the District and to improve their work performance through direct observation of the employee. The appropriate supervisor/administrator shall provide written summaries of these observations, together with any recommendations the administrator may have for the employee.

5. Unsatisfactory Observation
Any employee who disagrees with an observation or recommendation may submit a written answer which shall be attached to the file copy of the observation in question. Any overall unsatisfactory rating, observation, or recommendation which adversely affects the employee's standing may be grieved through the grievance procedure.

6. Trained Evaluators
All administrators/supervisors involved in performance evaluation shall be fully and properly trained in the techniques and criteria to be used in the evaluation process. Administrators/supervisors involved in evaluation shall be knowledgeable of the job area of the employee. No evaluation shall unduly interfere with the employee's carrying through his/her job assignment.

G. Termination or Non-Renewal
In the event termination or non-renewal of the employee's contract is recommended, the employee shall be furnished a copy of such recommendation by certified mail or receipted hand delivery with a statement of the reasons on which it is based. The employee is entitled to a hearing under the Arkansas Public Employee Fair Hearing Act.
Subsection V: Paraprofessional Employees

A. Paraprofessional Classifications
1. Early Childhood Paraprofessional
2. Instructional Paraprofessional
3. Special Education Classroom Paraprofessional
4. Personal Care Paraprofessional

B. Professional Development
Professional Development requirements are an annual requirement for all paraprofessional personnel. The district shall provide the necessary training and/or release time to attend the necessary training. A Joint Committee will develop the Professional Development plan for all paraprofessional employees annually.

C. Substitutes
At times a paraprofessional employee may be required to serve as a substitute teacher when there are no regular substitutes available. When a paraprofessional is required to serve as a substitute teacher, he/she will be paid supplemental pay at the rate of $3.00 per hour with a maximum of $15.00 for all day.

E. Hours of Work and Overtime
The normal workweek for full-time paraprofessional employees shall be 8 hours. In accordance with applicable federal and state laws, this includes two (2) fifteen (15) minute breaks, and an unpaid, duty-free, uninterrupted lunch period of thirty (30) minutes. These can be taken together for a one (1) hour lunch period. Paraprofessional staff will be paid one and one-half (1.5) times their hourly rate of pay for any work performed beyond forty (40) hours per week or an employee may elect to use the time as flex time or comp time if mutually agreed upon and documented with the employee’s Supervisor/Administrator.

F. Student Discipline
The district shall train, support, and assist employees with respect to the maintenance of control and discipline of students under the supervision of the paraprofessional employee. The administrator shall take reasonable steps to relieve the paraprofessional employee of responsibilities in respect to students who are repeatedly disruptive or who repeatedly violate rules and regulations.

The District shall give full legal support and other assistance to an employee who has been assaulted while acting in the discharge of his/her duties.

G. Physical Restraint
The LRSD District recognizes the right of the paraprofessional employee to use reasonable physical restraint when conditions are such as to threaten the physical well-being of the
employee, other students, or other employees. The District shall give full legal support to an employee who has been assaulted while acting in the discharge of his/her duties.

H. Promotions/Transfers
A transfer shall be defined as a change in work location. A request for transfer from one location to another shall be considered and implemented upon approval of the Department of Human Resources and the two Building Administrators, if applicable.

Promotions include all positions except for 9.25 month. Qualified district paraprofessional employees shall be given first consideration when filling promotional vacancies. All permanent district paraprofessional employees who apply for a promotional position will be placed in the pool of applicants. At the conclusion of the vacancy posting period, the Human Resources department will indicate the seniority of the district applicants. Qualified paraprofessional employees who apply for a promotional position shall be given selection priority based on seniority, job performance, and attendance. If no selection is possible from the district list within seven (7) days of the end of the posting period, then all other applicants may be considered. The Superintendent or his/her designee shall have the right to make administrative transfers, which shall take precedence over all other transfers and assignments.

I. Work Assignment
1. Each paraprofessional employee shall be assigned to a definite shift for student and non-student attendance days with a designated start and end time.
2. The Supervisor/Administrator may change the paraprofessional employee’s work hours at any time for just and sufficient cause. The Supervisor/Administrator shall make the request in writing two weeks prior to the change in hours. The written statement shall include the reason for the change.

J. Evaluation
1. Each employee, upon employment or at the beginning of the school year, whichever is later, shall be apprised in specific terms of his/her responsibilities, which shall be consistent with the District adopted job description. Employees will be informed of the specific criteria upon which they will be evaluated and who is responsible for evaluating the employee. Each employee shall be given a copy of the evaluation form. The evaluator shall distribute this material, including an explanation. Evaluators shall be administrative personnel of the District.

2. Employees shall be evaluated by their immediate supervisor/administrator once a year. Other observations shall be made in writing at the time of observation. All evaluations shall be completed by May 1.

3. Evaluation Criteria
Evaluation criteria shall be based upon the specific skills outlined in District approved job descriptions and developed by a Joint Committee. Evaluation criteria shall not
require the employee to give unreasonable service or loyalty to any individual or to tolerate or endure abusive behavior or dangerous or threatening circumstances.

4. Direct Observation
It shall be the District's responsibility to assist employees in becoming oriented to the District and to improve their work performance through direct observation of the employee. The appropriate supervisor/administrator shall provide written summaries of these observations, together with any recommendations the administrator may have for the employee.

5. Unsatisfactory Observation
Any employee who disagrees with an observation or recommendation may submit a written answer which shall be attached to the file copy of the observation in question. Any overall unsatisfactory rating, observation, or recommendation which adversely affects the employee's standing may be grieved through the grievance procedure.

6. Trained Evaluators
All administrators/supervisors involved in performance evaluation shall be fully and properly trained in the techniques and criteria to be used in the evaluation process. Administrators/supervisors involved in evaluation shall be knowledgeable of the job area of the employee. No evaluation shall unduly interfere with the employee's carrying through his/her job assignment.

K. Termination or Non-Renewal
In the event termination or non-renewal of the employee's contract is recommended, the employee shall be furnished a copy of such recommendation by certified mail or receipted hand delivery with a statement of the reasons on which it is based. The employee is entitled to a hearing under the Arkansas Public Employee Fair Hearing Act.
Subsection VI: Child Nutrition Employees

A. Classifications
1. Managers
2. Assistant Managers
3. Manager Trainees
4. Child Nutrition Assistants
5. Drivers/Warehouse Workers

B. Professional Development
Professional Development requirements are an employment requirement for all child nutrition personnel. The district shall provide the necessary training and/or release time to attend the necessary training. All child nutrition employees shall receive the training required by the Arkansas Department of Education in order to secure and continue employment within this unit.

C. Hours of Work
Hours of work are determined by contract. Overtime and breaks are governed by applicable state and federal labor law. Employees who are scheduled to work more than twenty (20) hours in a week shall be provided with two (2) fifteen (15) minute breaks. Employees who are scheduled to work more than five (5) hours in a shift shall receive a thirty (30) minute lunch in addition to two (2) fifteen (15) minute breaks.

D. Summer School Assignments

1. Assignment
Summer School assignments will be offered to interested child nutrition employees by attendance and job performance. A list shall be created of all interested child nutrition employees prior to assignments being made.

2. Posting Procedure
If there remains a need for child nutrition employees, position(s) shall be offered first to child nutrition employees.

E. Promotions and Transfers
1. Manager Training Program-the following requirements must be met in order to enter the Manager Training Program:
   (a) Interview, job performance and attendance
   (b) Must be trained and certified by the state of Arkansas
   (c) Leadership skills

2. Qualified district child nutrition employees shall be given first consideration when filling promotional vacancies. Qualified child nutrition employees who apply for a
promotional position shall be given selection priority based on seniority, job performance, and attendance. If no selection is possible from the district list within seven (7) days of the end of the posting period, then all other applicants may be considered. The Superintendent or his/her designee shall have the right to make administrative transfers, which shall take precedence over all other transfers and assignments.

A transfer shall be defined as a change in work location. A request for transfer from one location to another shall be considered and implemented upon approval of the Department of Human Resources and the Director of Child Nutrition.

F. Uniforms
All Child Nutrition employees who are assigned to work in school cafeterias are required to wear the following during their shift:
1. Black uniform shirt provided by LRSD
2. Black pants or skirts
3. School spirit shirt (as designated by CN Manager) on the last day of the work week
4. Rubber, closed, non-slip sole shoes with grip
5. Hairnets, beard guards, aprons, and gloves provided by LRSD

G. Absences and/or Tardies
Assistants call in one (1) hour before report time to the Cafeteria Manager’s district line and leave a message and send a text to the Cafeteria Manager except in case of emergency. Cafeteria Managers must call in to the Child Nutrition Supervisors to report absences one (1) hour prior to report time except in case of emergency.