

**PROFESSIONAL NEGOTIATED AGREEMENT BETWEEN
THE LITTLE ROCK SCHOOL DISTRICT
AND THE
LITTLE ROCK EDUCATION ASSOCIATION**

1. Recognition

The Little Rock School District (LRSD) Board of Directors¹ recognizes the Little Rock Education Association (LREA) as the exclusive representative of all non-administrative LRSD employees and agrees to negotiate in good faith with LREA concerning "economic conditions of employment" pursuant to LRSD Board Policy, as well as personnel policies and educational matters of mutual concern. The LRSD shall continue its recognition of the LREA throughout the term of this agreement and during negotiations for a successor agreement as long as it is "deemed by the Board of Education¹ to be in the best interest of the employees and the district. The agreement excludes all administrative employees. "Administrative employee" is defined as any employee whose primary function is to evaluate assigned staff.

2. Board Authority

LRSD Board Policy requires "that an acceptable management rights clause be part of every negotiated agreement." Accordingly, the LRSD Board and Administration reserve certain management rights, including but not limited to the right to hire, direct, assign, suspend, demote and promote all employees, the right to establish work schedules for all employees, and the right to establish policy. Nothing in this agreement shall limit LRSD's statutory right to petition the State Board of Education for waivers pursuant to A.C.A. § 6-15-103 or for the State Board of Education to take any action that may be permitted under any applicable provision of A.C.A. § 6-15-2916, including but not limited to a waiver of the Arkansas Teacher Fair Dismissal Act and the Public School Employee Fair Hearing Act. The Association recognizes the Board as the policy-making body of the district, and the Board agrees that it will not adopt any policy inconsistent with this agreement and the law. If the Arkansas Teacher Fair Dismissal Act (ATFDA) and the Public School Employee Fair Hearing Act (PSEFHA) are waived, then the grievance policy provisions on non-renewals, terminations, and suspensions without pay shall go into immediate effect.

¹ During the time LRSD remains under state control, the Arkansas Commissioner of Education will continue to serve as the LRSD Board of Directors.

3. LREA Obligations

LREA agrees to negotiate in good faith with LRSD concerning personnel policies, salaries, and educational matters of mutual concern. In accordance with LRSD Board Policy, LREA agrees that it will not cause, or permit its members to cause, any curtailment of work or restriction of services or interference with the operations of LRSD, and it will not support the action of any employee taken in violation of these obligations. If LREA violates these obligations, the LRSD Board will withdraw recognition of the LREA and terminate any existing contract(s). Participation by a LRSD employee in any curtailment of work or restriction of services or interference with the operations of LRSD constitutes just cause for termination.

4. LRSD Obligations

Subject to management rights reserved above, the LRSD Board agrees to negotiate in good faith with the LREA concerning personnel policies, salaries and educational matters of mutual concern.

5. Joint Committees

The Board and the Association agree that joint committees may be established to address administrative practices and procedures affecting employees. Unless some other configuration is better suited to address the issues a committee is formed to address, committees will generally consist of five (5) classroom teachers and/or support staff appointed by the LREA and five (5) administrators. Teachers will be entitled to equal representation on committees formed to address issues affecting them.

6. Salaries

Employees will be paid in accordance with the applicable salary schedules that have been negotiated and are currently in effect for the duration of this agreement. All persons on the employee's salary schedule will be paid in twenty-four (24) equal installments. Pay dates shall be the fifteenth and thirtieth day of each month. If the pay date falls on a Saturday or Sunday, the payment shall be available on the preceding Friday. Salaried employees who have contracts less than twelve (12) months will receive their normal payments on the first and second pay dates in May and may elect to receive two (2) payments on the first and second pay dates in June. (thus receiving no compensation for the month of July.)

A. Extra Pay Assignments

All Certified Employees involved in extra pay assignments shall be compensated as set forth in the stipend schedule. All extra duty assignments will be declared vacant annually except those that are contract extensions.

B. Internal Substitutes Compensation

The practice of using a regular teacher as a substitute is undesirable and shall be discouraged. However, where regular substitutes are not available, teachers may serve as substitutes according to the procedures set forth in the Certified Personnel Policy Manual.

When teachers are required to cover an entire class other than their own, they shall be paid one-twentieth ($1/20$) of one percent (.0005) of the annual base salary for a 9 $\frac{1}{4}$ month teacher for the major portion of each hour, rounded to the nearest $\frac{1}{2}$ hour, that they are required to substitute.

C. Additional Workday

Certified 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 at a rate of \$25 per hour with a daily cap of \$200 per day. This provision does not apply to teachers who are paid a stipend for extra duty, for services performed outside the minimum schedule hours of work on a contracted day, or to State Department requirements for job performance. If a teacher is mandated (by the building administrator or Central Office Administrator) to provide professional services (attend Saturday PD, Summer PD, provide a workshop, etc.) or to be in attendance on a day not specified as a contracted day or during a time outside of contractual hours, the teacher will be compensated for the time spent in performing those services at the employee's individual daily rate of pay.

D. National Board for Professional Teaching Standards

Recognizing the importance of a comprehensive support system for LRSD certified staff seeking to attain National Board for Professional Teaching Standards certification, the Board will:

1. Release Time

Provide two additional days of professional release time above the three days provided by the Arkansas Department of Education to allow NBPTS candidates a week for portfolio assessment.

2. Stipend

Teachers awarded the National Board Certification will receive an annual stipend of \$3,000.00.

7. Benefits

Non-administrative employees are entitled to the following benefits:

A. Insurance

1. Health Insurance

LRSD will contribute \$275.00 per month toward the cost of each employee's health insurance premium under the ARBenefits Health Insurance Plan for Arkansas Public School Employees until January 1, 2019.

2. Term Life Insurance

The Board agrees to provide ten thousand dollars (\$10,000) of term life insurance, including Accidental Death and Dismemberment, for each employee employed by the School District. Each employee may purchase an additional amount of optional life insurance in increments of one thousand dollars (\$1,000) up to forty thousand dollars (\$40,000). The monthly premium will be payroll deducted.

3. Payroll Deductions

The Board agrees to deduct and transmit the following items when employees individually authorize the deductions:

- a. Professional Association Dues
- b. Group Insurance Premiums
- c. Credit Unions
- d. United Way
- e. Annuities

B. Leave

1. Sick Leave

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

Predictable Absence:

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

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

- a. The LRSD Designated Sub System must be notified of the use of sick leave at least two (2) hours before the start of the employee's workday.
- b. The Building Administrator must be notified of the use of sick leave at least two (2) hours before the start of the employee's work day.

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

Length of Contract	Number of Sick Leave Days
190-200	10
201-220	11
221 or over	12

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

2. Family and Medical Leave

Family and Medical Leave will be administered as per The Family and Medical Leave Act of 1993, as amended.

3. Personal Leave

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.

4. Jury Duty

An employee required by an agency of government (the federal or state judiciary, etc.) to serve on jury duty which prevents the accomplishment of regularly assigned responsibilities shall be entitled to a temporary leave of absence. Such leave shall be granted for the period of time required for jury duty.

5. Association Leave

Each year the Association will be granted up to forty (40) days of paid leave for members participating in LREA-sponsored meetings, conferences, or workshops, including no more than ten (10) total days of classroom teacher absences. Costs for the substitutes will be assumed by the Association. The Association's request for the leave will be sent at least five (5) days in advance to the Director of Human Resources with a copy sent to the building administrator.

6. Extended Leave

a. Association President

At the request of the LREA, the President shall be given full released time from his or her contracted responsibilities in order to perform LREA business, and the LREA will reimburse the LRSD for the full cost (salary and fringe benefits) of all such time.

b. NEA/AEA President

An employee will be granted a leave of absence for the term of the office, with increment but without pay, to serve as President of the National Education Association or as President of the Arkansas Education Association.

- c. Additional Types of Extended Leave are provided by the LRSD and that information is available in the Personnel Policy Manuals.

8. Teacher Excellence Support System (TESS)

LRSD and LREA acknowledge and utilize the Arkansas State Teacher Excellence Support System (TESS) as a framework for supporting and developing effective teachers. TESS is a tool that allows administrators and teachers the opportunity to support teachers' knowledge and instructional skills. The intent of the TESS system is to promote a professional learning environment for educators that will ultimately impact the students we serve in the LRSD. TESS also is a tool that can be used to impact decisions on employees. This system is designed to provide clear expectations on performance, provide guidelines with communication and timelines, utilize mentors, and create a transparent approach that is consistent for all teachers.

9. Grievance Procedure

A. Purpose

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

B. Definition

"Grievance"- means any concern related to personnel policy, salary, Federal or State laws and regulations, or terms or conditions of employment raised by an employee, ~~except the~~ including recommendations for nonrenewal, termination, or suspension under the Arkansas Teacher Fair Dismissal Act (A.C.A. § 6-17-1510) and the Public School Employee Fair Hearing Act (A.C.A. § 6-17-1705).

Grievances that are the result of a recommendation for nonrenewal, termination, or suspension without pay shall begin at Level 3 of the Grievance Procedure. Upon recommendation for non-renewal, termination, or suspension without pay, the employee shall have the right to a meeting with the Superintendent and/or the appropriate Deputy Superintendent prior to the Level 3 Hearing. A grievance may be pursued by an individual employee or by a group of employees who have the same grievance.

C. Representation

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

D. Cooperation

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

E. Filing of Grievances

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

F. Informal Resolution

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

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

G. Formal Grievance Procedure

1. Level One – Immediate Supervisor

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

The grievance letter shall include the following:

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

f. The requested remedy

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

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

2. Level Two - Superintendent

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

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

If the grievant is not satisfied with the decision of the Superintendent or his or her designee, the grievant may appeal to the LRSD Board of Directors providing a written notice of appeal to the President of the LRSD Board of Directors and the Superintendent of Schools within five (5) working days of the grievant's receipt of the decision of the Superintendent or his or

her designee. The written notice of appeal shall contain the grievant's specific objections to the decision of the Superintendent or his or her designee, the facts supporting those objections, and the resolution sought in the appeal. The appeal hearing will be held at the next regularly scheduled meeting of the LRSD Board of Directors unless a twenty-four (24) hour notice is given by the employee. Failure to attend the second scheduled appeal hearing, absent compelling circumstances, will result in the case being determined by the facts presented. ~~unless both parties agree to a different date in writing.~~ The hearing shall be open or closed at the discretion of the grievant. The grievant may be represented at the hearing by a person of his or her choosing (but not a member of the grievant's immediate family). The grievant shall have an adequate opportunity to present the grievance, including no less than ninety (90) minutes within which to present and question witnesses. The LRSD Board of Directors² shall decide the grievance within ten (10) working days of the completion of the grievance hearing and shall provide a copy of its decision in writing to the grievant. There shall be no reprisals of any kind against an employee who exercises his or her right to pursue a grievance or participates in the process of any grievance.

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

~~A grievance which is the result of a suspension without pay, termination or non-renewal recommendation shall be excluded from the Level Two procedure and shall instead be handled under the Arkansas Teacher Fair Dismissal Act or the Public School Employee Fair Hearing Act.~~

10. Due Process

The LRSD and LREA commit to ensuring due process for all employees. LRSD and LREA agree that no employee shall be disciplined, reduced in rank or compensation, reprimanded, deprived of any professional advantage, or recommended for non-renewal or termination without just cause. Any action taken against an employee shall be appropriate to the behavior that precipitated such disciplinary action. Disciplinary actions for minor offenses include a written warning, written reprimand, suspension without pay, and a recommendation for termination. However, serious professional competency

deficiencies or misconduct by an employee may result in an immediate recommendation for termination.

11. Teaching Assignments

Teaching assignments will be made in accordance with Arkansas law, Arkansas Department of Education regulations, and LRSD Policies.

12. Verification

LRSD will provide to LREA a list of all non-administrative employees as of March 1 of the current school year. Prior to April 30 during each year of the Agreement, LREA will provide to LRSD a written certification from a mutually agreed upon independent accountant verifying that LREA's membership has constituted more than fifty percent (50%) of the non-administrative employees for whom the LREA is recognized as the exclusive representative under Paragraph 1 of this agreement measured as of March 1 of the year of the agreement. To select the accountant, each party shall submit three names of Certified Public Accountants. Within five (5) days of submission of the names, the parties will meet to select an accountant. The parties will alternately strike names from the list, beginning with the Association, until only one name remains. The cost of the verification shall be shared equally by the Little Rock Education Association and the Little Rock School District.

13. Term

This agreement is effective from November 1, 2018 to October 31, 2019. The parties agree to re-open negotiations only for the purpose of bargaining wages and/or benefits no later than October 1 of the 2018-19 school year.

14. Incorporation

Any individual contract between the Board and an individual employee heretofore executed shall be subject to and consistent with the terms of this or subsequent Agreements executed by the parties. If an individual contract contains any language inconsistent with this Agreement, the Agreement, during its duration, shall be controlling.

15. Integration

This agreement supersedes and replaces all other agreements between the LRSD and any non-administrative certified or non-certified employee groups represented by the LREA.

Board of Directors of
The Little Rock School District

John Ky 11/13/18

Attest:

Mike Lane 11/13/18
Superintendent

Little Rock Education Association

Janet Kapp 11-13-18

Attest:

Uniserv Director