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AGREEMENT

Between

**Board of Directors
Little Rock School District**



and

**The Little Rock Classroom
Teachers Association**

**TEACHERS
2003-2005**

AEA

NEA

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...PROFESSIONAL NEGOTIATIONS AGREEMENT

**Between
Board of Directors
Little Rock School District
and the
Little Rock Classroom Teachers Association**

PREAMBLE

The Board of Directors of the Little Rock School District and the Little Rock Classroom Teachers Association agree that the educational welfare of the children of the District is paramount in the operation of the schools. The parties further agree that the development and fulfillment of educational programs of the highest quality require harmonious working relationships among the board, the administrative staff, and the teaching staff. In order to promote maximum utilization of the ability, experience, and judgment of all parties sharing responsibility for the quality of instruction in the Little Rock School district, the parties do here agree as follows:

ARTICLE 1

RECOGNITION

A. Good Faith Negotiations

The Board and the Association recognize their responsibilities toward each other and to the community for negotiating in good faith to reach agreements which are mutually satisfactory.

B. Association and Policy

The Board recognizes that teaching is a profession and that members of this profession have specialized educational qualifications which make their input into deliberations leading to policy desirable. The Board further agrees that it will negotiate with the Association before adopting any Board policy inconsistent with this agreement or which, if implemented, would meaningfully change any guideline to be followed by teachers in carrying out their work.

C. Board Authority

The Association recognizes the Board as elected representatives of the people and recognizes that the Board and the Superintendent have the responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the School District to the full extent authorized by law. Further, the Association recognizes the Board as the policy-making body of the District, and the Board agrees that the terms of this Agreement will not be violated.

D. Certification for Exclusive Representation

The Board recognizes the Little Rock Classroom Teachers Association as exclusive representative of all classroom teachers (including counselors, librarians, coaches; excluding instructional aides who may have extensive instructional responsibilities) of the District provided the Association presents to the Board not later than December 15 of each year a statement from a certified public accountant verifying that the Association's membership has constituted more than fifty (50) percent of the classroom teachers of the District for two (2) consecutive years. In the event of a multi-year contract verification will take place only during the last year of the contract.

The statement of verification must be based only upon the number of active members who are or were employed by the District for the years covered in the verification.

E. Equal Opportunity

The recognized Board and Association shall not discriminate on the basis of race, creed, religion, color, marital status, age, sexual orientation, gender, disability, veteran status, or national origin.

ARTICLE 2

NEGOTIATION PROCEDURES

A. Subjects of Negotiations

The parties shall negotiate with respect to salaries, teaching conditions, class size, teacher load, and other conditions of employment.

B. Representation

The Board and the Association shall be represented at all negotiating sessions.

C. Ground Rules for Negotiations

1. Tentative agreements to part of the proposed PN Agreement are contingent upon eventual agreement to the entire PN Agreement.
2. Both spokespersons are vested with the authority to reduce to writing and initial all tentative agreements reached during each session.
3. At the end of each session, it will be determined which team has the responsibility to present counter proposal(s) at the next meeting.
4. The teams agree to the following conditions in an effort to achieve effective utilization of time spent in negotiation sessions.
 - a. Negotiation sessions shall begin within fifteen (15) minutes of the time agreed upon in advance or either team may discontinue the session.
 - b. No caucus shall last longer than forty-five (45) minutes without mutual agreement.
 - c. Negotiation sessions will not extend beyond two and one-half (2 ½) hours without agreement of both parties.
 - d. No new subjects will be discussed after the elapse of that two and one-half (2 ½) hour time period (no proposals or counter proposals), unless mutually agreed to by the parties.
 - e. Starting times of the sessions should be fixed (every week, a.m./p.m., same day, same time, or the start-up time should be set at the end of each meeting).
 - f. A caucus room should be available to both teams.
5. The negotiation sessions will be closed to non-team members, the only exception will be one member from the LRSD Board and one member from the LRCTA Executive Board, who may elect to observe the process. A list of names of all members of the negotiating teams will be provided before the beginning of negotiations for a successor agreement.
6. All proposals and counter proposals shall be in writing.
7. The CTA and the Board will exchange all proposals (except the teacher salary scale and the supplementary pay schedule) on February 1 each year and negotiations will begin on March 1.
8. Board proposals and counter shall be presented on different color paper.
9. In the interest of effectively streamlining the negotiations process, these ground rules will be included as part of any future PN Agreement.

10. Both parties will negotiate in good faith.
11. Both parties agree to expedite the process.
12. A contract organizing team will be appointed, with two members from each team, to enhance the format, table of contents, and the index of the final document.

D. Meetings

1. Requests from the Association for meetings shall be made in writing directly to the President of the Board and the Superintendent. Requests from the Board shall be made in writing to the President of the Association with a copy to the Executive Director of the Association. Requests shall contain the reasons for the meeting. A mutually agreeable time and place for the meeting must be set within fifteen (15) days of the request. Additional meetings shall be arranged as necessary to complete consideration of all agenda items. The Association representatives shall be released from school duties to attend meetings. However, meetings shall be scheduled to interfere as little as possible with school activities.
2. Representatives of the Board's and the Association's negotiation teams will meet at least once each semester during the regular school year at a time and place convenient to both parties for the purpose of reviewing the administration of this Agreement, and to resolve any problems that may arise within the framework of the Agreement. These meetings are not intended to bypass either the grievance or the negotiation procedures.

E. Assistance

Consultants may be called upon by either party for advice and information on matters under consideration.

F. Study Committee

The negotiation teams may appoint joint ad hoc study committees for research, study and development of reports. Such committees shall report their findings only to the negotiation teams while in joint session.

G. Exchange of Information

To promote the development of sound educational policies, the Board and the Association agree to the complete and open exchange of information and records between the two parties, except that prohibited by law or involving confidential record of the professional staff or the Association's membership records.

H. Agreement

When tentative agreement is reached by the negotiation teams no later than June 1, it shall be reduced to writing and submitted for ratification to the Association before the close of the school year for teachers. The tentative agreement shall constitute an Agreement only upon adoption for the Association and the Board. The Agreement shall constitute District policies upon adoption by the Little Rock School Board. Provisions of the Agreement shall be incorporated by reference in the individual contract or statement of conditions of service as submitted to employees.

I. Impasse

1. Either party may call for the selection of a mediator when it feels that negotiations on any significant item have reached an impasse. The mediator shall be selected by the Federal Mediation and Conciliation Service. The mediator shall establish the procedural

- rules to be followed in mediation and shall have full access to all personnel records pertaining to the negotiation proceedings.
2. If mediation fails to bring about a resolution of the impasse, either party may request that a fact-finding procedure be initiated. The party so requesting will ask the Federal Mediation and Conciliation Service for a list of fact-finders. Within five (5) days after receipt of the list of fact-finders, the parties will meet to select the fact-finder. The parties will alternately strike names from the list, beginning with the party requesting fact-finding, until only one name remains. This person shall become the fact-finder.
 3. The fact-finder shall establish the procedural rules to be followed and shall have complete access to all personnel and data directly related to the issue(s) at impasse.
 4. Neither party shall be permitted to assert any grounds nor information before the fact-finder, which was not previously disclosed to the other party in the negotiation process, except that new information could be presented on condition that a showing be made to justify the fact that such matters had not been asserted previously.
 5. The fact-finder selected will confer with the representatives of both parties and hold hearings promptly and will issue his decision not later than twenty (20) days from the time hearings are concluded. The fact-finder's decision will be submitted in writing to both parties and will set forth his findings of fact, reasoning, recommendation, and conclusions on the issue(s) at impasse. The fact-finder will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the fact-finder will be non-binding upon the parties.
 6. The costs for the services of the fact-finder and his related expenses will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

J. Costs

Each party shall pay the expenses of its witnesses and representation in mediation or fact finding. Mutually incurred expenses, including fees and other expenses of the mediator or fact-finder, shall be borne equally by the parties.

ARTICLE 3

EDUCATIONAL QUALITY

A. Preparation Time

The Board and the Association agree that planning time for all teachers is a most important adjunct to an effective instructional program. The parties, therefore, agree that time allocated for this purpose will be used, except in emergencies, for instructional planning.

Instructional time for all teachers shall not exceed one thousand five hundred and seventy-five (1,575) minutes per week. Every teacher will have at least two hundred seventy (270) minutes for instructional planning each week. Time in blocks of less than thirty (30) minutes shall not be considered planning time.

B. Instructional Systems

The Board agrees that, to meet the individual needs of students as they progress through the Little Rock School District, the teaching staff within a given building, with approval of the principal and the appropriate associate superintendent may utilize departmentalization, semi-departmentalization, team teaching, or any other system deemed to be educationally sound.

C. Field Trips

The Board and the Association recognize the educational value of field trips for all students. It is therefore agreed that the school district will furnish buses, within budgetary limitations, for this purpose at the request of the teacher and the principal, without charge to the students.

D. Librarians and Library Facilities

The Board and the Association agree that library facilities will be available for use by students during the entire school term. In order to accomplish this objective, all fully certified librarians will be placed on 9 1/2 month contracts.

E. VIPS' Human Resource File

The parties agree that the Human Resource File compiled by the Volunteers in Public Schools is a valuable asset to the instructional program. In order to facilitate the use of this information, it will be made available to all curriculum committees and incorporated, wherever possible, into whatever curriculum guides or written materials are distributed to teachers to assist them in their instructional duties.

F. Mini-Grant Program

The Board and the Association agree that teachers should be encouraged to initiate individual programs for instructional improvement. Therefore, the parties agree to actively encourage teachers to submit innovative teaching projects through the district's mini-grant program and the Board agrees to allocate funds to finance the approved projects. Allocations for each school year will be equivalent to one-third (1/3) of the base salary to be matched from private sources.

G. Human Relations Workshop

The Board and Association recognize that the nature of interaction between and among the individuals that make up the staff and student body of the school is a very important factor in determining the degree of progress made by students. Therefore, the Board and the Association agree that each faculty will participate in a human relations workshop once every three (3) years. A three-year cycle of workshops will be developed by the District and

the Association to evenly distribute the number of workshops over a three (3) year period. The cycle will be based as nearly as possible on the requests from the planning committees. The workshop will be planned and conducted jointly by the principal and building coordinating committee. The workshop shall be designed to improve the delivery of the educational program through better interaction between or among staff members and/or students.

H. Kindergarten/Restrooms

The Board and Association agree that it is desirable for kindergarten classrooms to be located near restrooms. Further, the parties agree that in the assignment of classrooms, principals will give major consideration to this factor.

I. Kindergarten/Instructional Aides

An instructional aide shall be provided for assistance to each kindergarten teacher for a minimum of one (1) hour daily. This may be done through VIPS, high school volunteer programs, or the reassignment of other currently employed non-certified personnel.

J. Assignment of Students

In an effort to provide more effective instruction to students covered by the IDEA and Section 504 of the Rehabilitation Act of 1973, and to insure that no teacher is assigned a disproportionate number of protected students, the Board will strive to see that the students are assigned in an equitable manner in the elementary classrooms.

ARTICLE 4

PROCEDURE FOR RESOLUTION OF GRIEVANCES

A. Definitions

1. Grievance- any claim by a teacher, group of teachers, or the association that there has been
 - a. a violation, misinterpretation, or misapplication of the terms of this Agreement.
 - b. a violation, misinterpretation, or misapplication of teacher evaluation procedures including those developed by joint ad hoc committees
 - c. a denial to the right of non-discriminatory treatment
2. Grievant - a teacher, a group of teachers, or the Association asserting the grievance.
3. Days - teacher workdays, except as otherwise indicated.
4. Parties - the representatives of the School Board and the Classroom Teachers Association.
5. Supervisor - the principal, subject-matter supervisor, or administrator directly involved in the situation out of which grievance arose.

B. Procedure for Individual Grievances

The parties acknowledge that it is desirable for a teacher to resolve problems through free and informal communications with his/her immediate supervisor and therefore agree that an effort to resolve a problem between a teacher and his/her immediate supervisor shall be attempted. Such attempt shall occur within five (5) days of the incident(s) or within five (5) days of the teacher's knowledge of the incident(s) on which the grievance is based. Teachers attempting informal resolution shall have the right to a representative at the meeting(s).

1. Level One – Immediate Supervisor

If informal efforts fail to provide a satisfactory resolution to the problem, the teacher may submit the grievance to the Association within five days of the informal decision. If the Association decides that the grievance has merit or that the decision reached informally is not satisfactory, it shall within twelve (12) days from the receipt of the request from the teacher reduce the grievance to writing and file it with the appropriate supervisor on behalf of the teacher.

- The grievance letter shall include the following:
- Name of the faculty member(s) involved
- Date of the alleged violation
- Citation of the article, section, and page number of contractual violation
- Brief summary of the facts giving rise to the grievance
- Statement of the contention of the faculty member(s) and of the Association on the issues
- Specify the remedy requested

The initial letter of the grievance shall in no way limit or restrict any additional facts that may come to light in the course of the grievance hearing which are relevant to the issue(s) raised in the grievance.

The supervisor shall within three (3) days after the receipt of the grievance, arrange for a meeting with the grievant, the Association's representative, and an administration

representative. The supervisor shall provide the aggrieved party and the Association with a written answer to the grievance within five (5) days after the meeting. Such answer will include the reasons upon which the decision was based.

2. Level Two - Superintendent

A grievance which is the result of a suspension without pay or termination or non-renewal recommendation shall begin at Level II. The request to appeal a termination or non-renewal recommendation through the grievance procedure must be made in writing to the superintendent or his designee within 15 days of the notice of the recommendation. If an appeal request has not been made within 15 days of the notice, the employee may still request a hearing before the Board of Directors outside of the grievance procedure as long as the request conforms to the requirements of the Arkansas Teacher Fair Dismissal Act.

If the grievant is not satisfied with the disposition of his/her grievance at Level One or if no decision has been rendered within five (5) days after the meeting with the supervisor, then within ten (10) days after the Level One meeting the grievance may be referred to the Superintendent or his designee. The Superintendent will arrange a meeting with the grievant, the Association's representative, the involved supervisor and the administration representative with five (5) days after receipt of the grievance. The parties shall have the right to include in the representation such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance. The Superintendent shall, within five (5) days after this meeting, send his/her decision in writing to the grievant and the Association. Such answer shall include the reasons upon which the decision was based.

3. Level Three – Binding Arbitration or Board Hearing

a. Request for Level Three Grievance

If the Association is not satisfied with the resolution of the grievance at Level Two, or if no decision has been rendered within five (5) days after the meeting with the Superintendent or Designee, then within fifteen (15) days after the Level Two meeting, or within thirty (30) days after the request for a Level Two Grievance, the Association must submit a formal request for a Level Three Grievance by written notice to the Superintendent or Designee. All requests for Level Three hearings must be made in writing.

Binding arbitration will be the method of resolving all Level Three grievances except grievances filed contesting suspensions, non-renewals, and/or termination recommendations. The Association and the grievant have the option of selecting either a Board hearing or binding arbitration to resolve suspension non-renewals and/or termination recommendations. If the binding arbitration option is selected, their position must be clearly stated in the formal request for a Level Three hearing. The grievant will be required to sign a written waiver agreeing to waive his/her rights to a Board hearing under the Arkansas Teacher Fair Dismissal Act and to any subsequent judicial processes there under and accepts the decision of the arbitrator as final. If the binding arbitration option is not selected for suspensions, non-renewals, and/or termination recommendations, the procedure set forth in the Arkansas Teacher Fair Dismissal Act and as amended shall be followed.

b. Procedure for Binding Arbitration (Optional)

- 1) Within five (5) days after receipt of written notice of submission to binding arbitration, the Superintendent or Designee, and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If no agreement can be reached within the specified five (5) day period, a request for a list of arbitrators may be made to the Federal Mediation and Conciliation Service by either the Superintendent or the Association. In selecting an arbitrator from the list, the parties will be bound by the rules of the Federal Mediation and Conciliation service. Selection must be reached within fifteen (15) days of formal request for Level Three Hearing. The arbitrator shall establish the procedural rules to be followed and shall have complete access to all personnel and records established as relevant to the grievance.
- 2) Neither party shall normally be permitted to assert any grounds nor evidence before the arbitrator which was not previously disclosed to the other party before completion of Level Two meetings except, that new evidence could be presented on condition that a showing be made to all parties to justify the fact that such matters had not been asserted previously.
- 3) The arbitrator selected will confer with the representatives of the Superintendent and the Association and hold hearings promptly and will issue his/her decision not later than thirty (30) days from the time of his/her selection. The arbitrator's decision will be submitted in writing to both parties and will set forth his/her findings of fact, reasoning, recommendation, and conclusions on the issues in question. The arbitrator will be without power or authority to make any decision except in accordance with the terms of the agreement. The arbitrator will also be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violation of the terms of this Agreement. Both parties agree to accept the decision as final and binding and the Association will have no further involvement in this matter.
- 4) The costs for the services of the arbitrator, and his related expenses, will be borne by the party whose position is not supported by the arbitrator's decision. The arbitrator will be required to state which party's position is supported by his/her finding of facts. In the event that neither party's position is supported, the cost will be shared equally by both parties.

c. Procedure for School Board

- 1) The Superintendent will schedule a hearing before the School Board within five (5) days after the formal request is received and send notice of this date to Grievant and Association. The schedule date for the hearing shall be set no more than thirty (30) days after the formal request is received. The grievant and the Association will be informed by mail of the time, date and place of the hearing at least five (5) days prior to the hearing.
- 2) The Grievant shall be allowed counsel to represent him or her and shall be allowed to produce witnesses and evidence previously provided to the other party who can shed light on the issues of fact. Neither party shall normally be permitted to assert any grounds nor evidence before the Board which was not previously disclosed to the other party before completion of Level Two meetings except that new evidence could be presented on condition that a showing be made to all parties to justify the fact that such matters had not been asserted previously.

- 3) The Grievant and the Association will be given a written copy of the Board's decision within five (5) days following the conclusion of the hearing.

C. Procedure for Association Grievances

1. If, in the judgment of the Association, a grievance affects a group of teachers or the Association, the Association may initiate and submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the procedure, even though there is no individual aggrieved person who wishes to do so. Class grievances involving more than one (1) supervisor and grievances involving the administrator above the building level may be filed by the Association at Level Two.
2. In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Level Two.
3. The Association on its own may continue and submit to fact-finding any grievance filed and later dropped by the grievant.
4. Association grievances must be filed within ten (10) days of the incident(s) on which the grievance is based or within ten (10) days after the last effort at an informal resolution.

D. Miscellaneous Clauses

1. Time Limits
When a grievance is submitted on or after June 1, and before September 1, time limits shall refer to week days rather than teacher workdays.
2. Confidentiality
All sessions held in connection with the processing of grievances shall be in closed session, and no news releases shall be made concerning the progress of the hearing unless such action is deemed to be in violation of the Freedom of Information Act.
3. Representation
No teacher may be required to discuss any grievance if a representative of the Association is not present.
4. Released Time
Should the formal processing of any grievance require that a grievant or the Association's representative be released from his regular assignment, he shall be released without loss of pay or benefits.
5. No Reprisal
No reprisals of any kind will be taken by the Board, Administration, or Association against any teacher, administrator, or board member because of his participation in the process of any grievance.
6. Cooperation
The Board, Administration, and Association agree to cooperate in the investigation of any grievance and to exchange any information required for the processing of the grievances.
7. 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.

8. Administrative Channels

Nothing contained herein shall be construed as limiting the right of any teacher having a complaint to discuss the matter through established administrative channels and to have the problem adjusted without the intervention of the Association. However, such teacher retains the right to inform the Association, in writing, of the disposition of his complaint.

9. Association Rights

If a teacher is not represented by the Association, the administration shall notify the Association of the time and date for any hearing so that the Association may exercise its right to be present.

10. Grievance Response

Any grievance not responded to by the administration within the timelines set forth in Article 4 shall be automatically appealed to the next level.

11. Level Two/Non-renewal or Termination

Any teacher who has been assessed a disciplinary suspension or who has been recommended for non-renewal or termination shall be permitted to initiate his/her grievance directly at Level Two.

12. Arbitrator's Decision

Any arbitrator's decision shall be considered as precedent in the interpretation of the meaning of contract language for future disputes until changed by negotiations or a subsequent arbitrator's ruling.

13. Precedent

Any decision rendered by the Administration at Level II in a grievance shall be considered as precedent for substantially similar grievances and verbally shared at the subsequent District leadership meetings.

ARTICLE 5

EMPLOYMENT OF TEACHERS

A. Previous Experience

Effective 2003-04 teachers, upon being initially employed by the Little Rock School District, shall be given full credit for previous teaching experience in schools, colleges, or universities accredited by the North Central Association of Colleges and Secondary Schools or accrediting agencies of comparable rank. Credit for college and university teaching will not be allowed unless the experience was in the teacher's major teaching field and unless the teacher was fully certified by public school standards when such experience was gained. (Summer school experience will also be excluded.) Teachers will be given one-half (1/2) credit for previous teaching experience in schools, colleges, or universities holding lesser accreditation than that of the North Central Association of Colleges and Secondary Schools or accrediting agencies of comparable rank.

B. Employment Requirements

Each school year every teacher employed by the Little Rock School District must present to the Human Resources Office before the opening date of school, evidence indicating freedom from tuberculosis. He/she must also have on file in the Human Resources Office an official transcript of all college credit, a valid teaching certificate/ 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, reference forms and an official birth certificate. No pay check(s) will be issued until the aforementioned material is on file in the Human Resources Office. Exceptions may be made for good and valid reasons as determined by the Director of Human Resources.

C. Notification of Employment

1. If negotiations between the Association and the Board are completed and the Agreement has been ratified by both parties before May 1, contracts will be issued to teachers no later than June 20 for the ensuing year. Teachers will have ten (10) days after contracts are issued to accept and return their contracts to the Administration Office.
2. If conditions of the previous section are not met, teachers will be notified of their re-election before June 5, and teachers will in turn notify the Human Resources Office within ten (10) days of their intentions to accept or reject the position.
3. If a successor Agreement as defined in Article 2, H, is reached before expiration of the Agreement currently in force, contracts will be issued within fifteen (15) days of the date the Agreement becomes official. Teachers will have ten (10) days after contracts are issued to accept and return their contracts to the Administration Office, except when school is not in session, in which case the time for returning contracts shall be extended to fifteen (15) days.

D. Probationary Teachers

A teacher 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 three (3) consecutive school years and has been elected for his/her fourth contract. The exception to this is a teacher who had obtained non-probationary status in another Arkansas School District. All newly hired teachers to the Little Rock School District will be on probation for a minimum of

one year. Upon completion of this probationary period and election for the fourth contract, the teacher becomes entitled to tenure status in the Little Rock School District.

E. Vocational-Technical Teachers

Whenever possible, effort will be made to employ teachers in vocational-technical fields who are certified by the State Department of Education in vocational education with either a bachelor's or master's degree.

Realizing that there will be a shortage of vocational teachers with degrees, the following minimum requirements for teaching in vocational-technical areas are hereby established.

1. All applicants must be high school graduates with a minimum of six (6) years' work experience in the specific vocational-technical field they are seeking to teach.
2. Two (2) of the six(6) years' experience may consist of formal preparation through post high school, trade school work, industry school, and similar institutions.
3. The six (6) years' experience credit necessary for the minimum qualifications cannot count on the salary schedule. All vocational-technical teachers will be required to satisfy Little Rock School District requirements and to earn credits necessary to keep their teaching certificates in force. The vocational-technical teachers are governed by the same policies as other teachers in the Little Rock School District with the exception of the regulations set forth in this Agreement.

F. Hiring

This agreement does not in any way supersede the fact that a principal's recommendation is only a recommendation. A teacher is not hired into the District until such time as the Board of Directors has approved the recommendation to hire.

G. Reduction-In-Force

The Board and the Association agree that the Little Rock School District exists solely for the purpose of educating children and that the classroom teacher plays the most vital role in the learning process. The services provided by all other personnel of the District act to support the classroom teacher in his/her role.

1. Definition

A reduction-in-force shall mean a reduction of more than ten (10) in the number of certified personnel to be employed for the succeeding year when compared to the number employed at the end of the first semester in any current year.

2. Determination

If the Board determines that a reduction-in-force is necessary, the provision of this article shall apply.

3. Notification to the Association

The Board will notify the Association of their position at least sixty (60) 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 certification (elementary, secondary, and subject area - math, science, English, social studies, etc.) During this sixty (60) days period, representatives of the Board will meet and confer with representatives of the Association for the purpose of discussing the basis for the planned reduction-in-force and consider alternatives, such as decreases in extra-curricular programs, non-instructional personnel, administrative staff, expenditures non-essential to the learning process.

4. Selection of Teachers to be Laid-Off

A reduction -in-force shall be accomplished through attrition as far as possible. If the entire reduction cannot be accomplished through attrition, the following procedure will be utilized. Total District teaching experience shall be the basis for computing length of service. Teachers will be laid off in each certification area in the following order:

- a. Those teachers with one (1) year or less service with the District;*
- b. Those teachers with more than one (1) year but less than two (2) years of service with the District;*
- c. Those teachers with two (2) years but less than three (3) years of service with the District;*
- d. Those teachers with three (3) years but less than four (4) years of service with the District;*
- e Etc.;

*If between two (2) or more teachers, the length of service with the District is equal, prior teaching experience shall control; and if prior teaching experience is equal, the horizontal position of the respective teachers on the salary schedule at the time of their removal with respect to education shall control.

5. Rehiring

If the Board increases the number of teachers or has a vacancy at any time after the lay-off(s), the Board shall first offer re-employment to the teacher(s) laid off in the reverse order of the lay-off specified in paragraph 1-4 above. A teacher's failure to respond affirmatively within fifteen (15) calendar days after receipt of the Board's letter sent by registered mail to the teacher's address on file with the Board recalling such teacher, shall result in termination of the teacher's right of recall hereunder.

The percentage of employees representing minority groups (Black, Mexican-American, other Spanish speaking groups, Asian-American, American-Indians, or men/women) in teaching positions shall be as nearly as possible, no less after any reduction-in-force than it was prior to the reduction-in-force.

H. Federal Funds

The Board agrees that every teacher whose position is funded through federal moneys shall be given preference for similar positions if federal moneys for their positions are discontinued or held.

ARTICLE 6

TEACHER DISMISSAL (Performance)

The Board and the Association agree to the following procedures for the termination or non-renewal of teachers for unsatisfactory performance:

A. Performance Probation

Before placing a probationary teacher on performance probation, at least one formal observation must be completed in accordance with the evaluation procedures jointly adopted by the Little Rock School District and the Little Rock Classroom Teachers Association.

Before placing a non-probationary teacher on performance probation, at least two observations, one of which must be formal, must be completed in accordance with the evaluation procedures referenced above.

B. Post Conference and Observation Report

A post conference and observation report (or any other written assessment, i.e. drop ins) must be completed in accordance with the procedures referenced above.

The observation-report may be completed on the District form or may be entered into a computer or word processor. If the report is entered into a computer or word processor, the eight essential performance competencies must be the same as competencies listed on the District form.

C. Notification of Unsatisfactory Performance

If, in the opinion of the principal, a teacher's overall performance is unsatisfactory, a memo shall be given to the teacher setting a meeting to discuss performance concerns and possible probation. The memo shall state that the teacher may have union representation at the meeting.

D. Probation Letter

If the principal elects to place the teacher on probation, a probation letter must be given in the meeting. The letter must include the following items:

1. The performance competencies which are judged unsatisfactory.
2. What must be done to correct the unsatisfactory areas.
3. Notice that the principal will meet with the teacher to develop a remediation plan.
4. Notice that the principal will provide and/or schedule technical assistance.
5. The length of the probation. (40 days for probationary teachers; 60 days for non-probationary teachers)
6. Notice that failure to satisfactorily remedy deficiencies will result in probation extension, a non-renewal recommendation, or a termination recommendation.

E. Remediation Plan

A meeting must be held to develop a remediation plan. The teacher must be allowed input into the plan. If the teacher rejects the plan, he/she will still be responsible for correcting the unsatisfactory areas.

F. Technical Assistance

Technical assistance to correct the problem must be provided during the probationary period unless rejected by the teacher.

G. Observations During Probation Period

Two observations, at least one of which must be formal, along with the required post observation conference to assess the progress and to provide feedback to the teacher shall be held by the principal during the probationary period.

H. Formal Observation

Additionally, a formal observation shall be held at or near the end of the probationary period. The post observation conference for this observation shall be scheduled allowing a union representative to be present. In the meeting the principal shall be present to inform the teacher and to respond to any questions about his or her decision to extend the probation, to recommend non-renewal, or to recommend termination of the teacher's employment if the unsatisfactory competencies have not been remedied. (An appraisal form shall be included with the recommendation at the end of the probationary period. This appraisal may be in addition to the appraisal required in Article 21, Section F.)

I. Nonrenewal or Termination Recommendation

If the teacher is recommended to the Superintendent for termination or non-renewal, then the teacher should be so notified by the Superintendent within two (2) days of the principal's recommendation informing him/her that the Superintendent concurs with the principal's recommendation and listing the reasons for the actions. The notice shall also inform the teacher of his/her legal right to a hearing before the Board of Directors, if requested within legal 30 days and of the teacher's right to temporarily postpone that hearing, if requested, in order to appeal the recommendation through the grievance procedure.

J. Appeal to Level II Hearing

If the teacher is not satisfied with the results of the Level II grievance hearing, the teacher may elect to appeal the issue to the Board of Directors or to binding arbitration for final resolution. Teachers selecting arbitration will be required to sign a waiver to waive their rights to a Board hearing under the Arkansas Teacher Fair Dismissal Act and to any subsequent judicial process there under and accept the decision of the arbitrator as final.

K. Compliance

A non-renewal or a 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.

L. Arbitrary or Capricious Reasons

No probationary or non-probationary teacher will be non-renewed or terminated for arbitrary or capricious reasons or without justification.

M. Annual Contract

The annual contract of all probationary and non-probationary teachers will be renewed unless the above procedures regarding performance have been followed. (This relates to performance only.)

N. Teacher Suspension

Teacher suspensions associated with termination recommendation for performance shall comply with the Arkansas Teacher Fair Dismissal Act and as it is amended.

O. Coaches

All coaches of major sports (football, basketball, track and volleyball) will be observed and evaluated in accordance with the "Coaches Evaluation Procedure" developed by joint ad hoc committee.

ARTICLE 7

TEACHER DISCIPLINE

A. Progressive Discipline

The Board agrees that the Administration shall follow the principles of progressive discipline with respect to minor offenses. Any action taken against a teacher will be appropriate to the behavior which precipitated such disciplinary action.

B. Stages of Progressive Discipline

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

C. Written Warning

A written warning may not be placed in a teacher's personnel file.

D. Written Reprimand

A copy of the written reprimand will be placed in the teacher's personnel file.

E. 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 employee until after:

1. A hearing at Level II has been conducted and a decision rendered, or
2. Five (5) days after the disciplinary action is taken if the suspension is not grieved.

F. Recommendations for Dismissal

Recommendations for dismissal through either progressive discipline or for serious misconduct are accompanied with all procedures as rights covered in the Arkansas Teacher Fair Dismissal Act.

G. Just Cause

No teacher shall be disciplined, reduced in rank or compensation, reprimanded or deprived of any professional advantage without just cause.

H. Teacher Conduct

Under no circumstances shall the disciplinary provisions of this contract as they apply to teacher conduct be linked to the essential instructional competencies covered by section 4, a., of Article 6.

I. Representation

The teacher shall be entitled to have a CTA representative present during any disciplinary action except a written warning. During a written warning, the teacher shall have the right to have another staff member present from his/her building at such meeting. If no request for a staff member is made, the Administration shall advise the teacher of his/her right to have a staff member present.

J. Right to Representation

If no request for a CTA representative is made. The administration shall advise the teacher of his/her right to CTA representation.

K. Time Frame

If CTA representation is requested, the CTA representative shall be required to be present within 48 hours notice of the impending action.

L. Submission of District Property

Any teacher suspended or recommended for termination shall be required to submit to the administration keys, plan books, grade books, and any other district property necessary to conduct class. This may be required prior to the teacher leaving the building.

M. Paychecks

Prior to leaving the building the teacher shall be informed as to the time and place to receive his/her paycheck or to request a different arrangement.

N. Violations of Criminal Codes

Any teacher who is charged with 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 by the start of the first workday 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.

O. Criminal Charges

All teachers with pending criminal charges shall have all the rights afforded under the "Arkansas Teacher Fair Dismissal 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.

P. Coaches

All coaches of all sports, major and minor, will be covered by the terms of this article whenever applicable.

Q. Coaching Contract

No coach of any sport, major or minor, will be removed during the term of his/her individual contract except for just cause.

ARTICLE 8

SCHOOL CALENDAR

The Association agrees that the Board shall have the right to establish the work year and annual school calendar. The Board agrees to establish the work year and annual school calendar in accordance with the following provisions:

A. Workdays and Holidays

Workdays or holidays for teachers shall not be established on Sunday.

B. 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 relationship days will be one-hundred-seventy-eight (178) except by mutual consent of the parties.

C. Schedule of Workdays

The workdays of teachers employed on a nine and one-fourth (9 1/4) month basis shall be one-hundred-ninety-two (192) days as set forth below.

1. Pupil-Teacher Relationship - 178 days
2. Professional Development -10 days as defined in ACT 53 of the special legislative session of 2003.
3. Classroom Preparation - At least three (3) consecutive full workdays immediately preceding the first day of pupil attendance in the school year will be used for preparation in individual classrooms and department or group meetings. Meetings, if held, shall be located in each teacher's school of assignment and shall not exceed one (1) hour in length.
4. Pupil attendance days will not be established on the two (2) days of the AEA Convention. On those days teachers will receive in-service training by attending instructional conferences or seminars provided by the AEA or those provided by the District.
5. The first two days of the three consecutive full work days immediately preceding the first day of pupil attendance in the school year will be used for preparation in individual classrooms and department or group meetings to ensure student proficiency in the state academic standards.
6. Parent conferences shall be established in accordance with Arkansas State Standards.
7. Two (2) workdays and two (2) record days will be used for staff development. Two record days will be 1/2 day in length.

D. Pre-School Cleaning

All classrooms and teacher work areas will be cleaned immediately before the preschool workshop.

E. Class Rosters

All K- 5 teachers shall be provided with tentative class rosters on the first classroom preparation day.

F. Unpaid Holidays

The school calendar shall include the following unpaid holidays:

- 1. Christmas and New Year's -7 to 10 consecutive week days
- 2. Martin Luther King Holiday-1 day
- 3. Spring Holidays-5 days immediately following the third nine week grading period

G. Excused from Pre-School Workshop

Teachers who have not completed their work in summer school may be excused without penalty from the preschool workshops upon prior approval by the Administration.

H. Extended Contracts

The work year of teachers employed on extended contracts shall be the number of days given below:

9 1/2 months.....	197 days
9 3/4 months.....	202 days
10 months.....	207 days
10 1/4 months.....	212 days
10 1/2 months.....	217 days
10 3/4 months.....	222 days
11 months.....	227 days
11 1/4 months.....	232 days
12 months.....	247 days

I. 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 Board and the Association agree that it is hazardous for teachers 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.

J. Paydates

Pay dates shall be the first and fifteenth day of each month or the workday nearest to those dates. All checks shall be enclosed in a sealed envelope.

Those who notify the District in writing may have their checks directly deposited in an approved bank.

K. Submission of Grades

For the first three (3) grading periods, teachers will be required to turn in grades prior to the end of the second workday following the record days for the grading period. For the last grading period, teachers will not be required to turn in grades until the close of the record day for that grading period.

ARTICLE 9

PROFESSIONAL COMPENSATION

A. Salary Schedule

The salary schedule of teachers incorporated in this Agreement will fix teacher's salary for the duration of this Agreement.

B. Newly Employed Teachers

All newly employed teachers 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.

C. Criteria for Salary Credit

Teachers will be given credit on the salary schedule for degrees earned, graduate hours completed during the same semester the degree was earned in excess of the degree requirements, and other graduate hours earned after a particular degree is conferred provided the college or university granting the degree is accredited by the North Central Association, or by some other accrediting agency of comparable rank, and further provided that at least one of the following criteria is met:

1. The degrees and/or earned hours are directly related to his/her teaching field(s).
2. The degree and/or hours earned were directly related to his/her teaching field prior to
3. The degree and/or hours earned are in special education.
4. The degrees and/or hours earned are in counseling at the level of the teacher's assignment.
5. The hours are earned in Educational Administration up to a limit of (9) hours if the nine (9) hours are earned in the following courses: Orientation to Public School Administration, Secondary School Administration, or Elementary School Administration. Credit for additional hours in Educational Administration will be granted with prior approval of the Director of Human Resources.
6. A total of twelve (12) hours earned in psychology and sociology, if hours are not included in the degree for which the teacher has credit on the salary schedule. Hours of credit which were received outside of and prior to earning an advanced degree will be considered on the salary schedule provided these hours were not duplicated in the degree program and provided that the hours meet the criteria in this section.
7. Eligible credit for degrees or hours earned during the preceding summer will be given during the current school year if a teacher presents a written statement concerning such work to the Human Resources Office by September 1, such statement to be supported by a transcript sent to this office by October 1. Upon receipt of such statement by the Human Resources Office, a revised contract will be issued and the teacher will be paid accordingly.
8. Any teacher who has completed 120 days or more of a school year shall be advanced to the next step the following year.

D. No Reduction for Involuntary Transfer

Teachers who are assigned to areas of instruction in which their degrees and additional hours have been earned and who are transferred involuntarily to teaching areas outside of their major fields of preparation will not be reduced in classification on the salary schedule.

E. Professional Development Salary Credit

Teachers who participate in and successfully complete professional development workshops sponsored or approved by the Little Rock School District or required for continued certification by an appropriate state agency shall be given credit on the salary schedule equivalent to one (1) hour for every fifteen (15) hours of class work. (This applies to both degree and non-degree teachers.) Teachers will be limited to three (3) hours professional development credit per semester.

F. Paydates

All persons on the teacher's salary schedule will be paid in twenty-four (24) equal installments on the pay dates as set forth in Section J of Article 8. However, teachers holding 9 1/4 month contracts will have the following option of receiving the balance of their contractual salary. Upon written request to the business office by April 15th, teachers may request to receive two (2) checks on the first pay dates in May and June and two (2) checks on the second pay dates in May and June. (Thus receiving no pay checks for the months of July and August.) Those teachers who have contract lengths greater than 9 1/4 months but less than twelve (12) months will receive their normal checks on the first and second pay dates in May and two (2) checks on the first and second pay dates in June. (Thus receiving no pay checks for the month of July.)

G. Per Diem Salary

A person's daily rate of pay employed on the teacher's salary schedule is to be determined by dividing his base salary by the number of days shown below:

Length of Contract:	Days
9 1/4 months	192
9 1/2 months	197
9 3/4 months	202
10 months	207
10 1/2 months	212
11 months	222
12 months	247

H. Payroll Deductions

The Board agrees to deduct the items numbered as said teachers individually authorize the Board to deduct and transmit within seven (7) calendar days after pay date (under normal circumstances) to the respective groups all moneys deducted.

Upon petition of forty (40) percent of any one of the employee groups listed below, that employee group may request that an ad hoc committee be formed to study changes in or the addition of a group insurance policy (liability, health, automobile, income protection, etc.) or annuity contract. This committee shall have the authority to draw up specifications, issue bids, and make recommendations to the Superintendent as to the action, and send copies to the Board and Association. The committee may have up to ten (10) members. Each party may appoint five (5) representatives.

1. Professional Association Dues

Requests to begin payroll deduction of Association dues for any employee covered by this agreement must be received in the Business Office by the second workday in October, and their respective amounts will be divided into twenty (20) equal payments. The deduction for Association dues is a continuing contract which does not need to be renewed annually. Dues will be deducted in the amounts certified by the Association to be the annual dues of the professional associations. Such certification shall be notarized and presented to the Business Office no later than September 1, of each school year. Association members on continuing payroll deduction may cancel their deduction authorization for any school year by presenting a written request by certified mail to the offices of the Association and the School District no sooner than June 15 and no later than July 15. The parties further agree that the Association will indemnify and hold the Board harmless against any claims made or against any suits instituted against the Board on account of payroll deductions for Association dues. The Association agrees to provide the School District, by the second work day in October, with a notarized list of those individuals who have authorized continuing payroll deduction and have not canceled the deduction. Persons whose names are not on the list will automatically be dropped from payroll deduction of Association dues.

2. Group Insurance Premiums

All requests for payroll deductions of insurance premiums or changes in coverage must be received in the Business Office.

3. Credit Unions

Little Rock Teachers Federal Credit Union, Arkansas Teachers Credit Union, AEA Federal Credit Union. The deduction for the credit union shall be a continuing contract which does not need to be renewed annually, except that any changes in amounts will necessitate signing a new authorization. Changes are discouraged between April 15 and June 15 because of their effect on preprinted summer checks.

4. United Way Donations

- a. Requests for donations to the United Way must be received in the Business Office by October 1, and the amount deducted will be divided into twenty (20) equal payments.
- b. The Board and Association agree that United Way is a worthy organization that serves a number of important human service agencies in our community. Teachers who wish to contribute to the United Way may do so on a voluntary basis. However, no teacher shall be required to attend any meeting, view films, hear lectures or other promotions of the United Way. Pledge cards may be placed in teachers' mail boxes and teachers may sign and return cards if they choose; however, they will not be required to do so.

5. Annuities

The Board and the Association agree that three (3) companies offering tax sheltered annuities to teachers will be recognized for payroll deductions. Unless changed by negotiation, the three companies are the NEA Valuebuilder program of Nationwide Life Insurance Company, the Travelers Companies, and The Variable Annuity Insurance Company (VALIC).

All of the recognized companies offering annuities to teachers will follow the same rules of access to LRSB employees. Participation in any of the programs will be open to all teachers.

The carriers will fully disclose to the employees investing in their annuity, on an annual basis, all commissions, fees, or any other payments made to any third party. If such payments are made, the carrier will inform the employee before the employee joins the annuity program.

Withholding for annuities will be made according to signed agreements approved by the Business Office.

There will be an open enrollment period throughout the year and teachers will have the option of modifying their annuity throughout the year. Changes are discouraged between April 15 and June 15 because of their effect on preprinted summer checks.

The Business Office will permit teachers to transfer their tax sheltered annuities from one company to another without loss of tax exemption in accordance with IRS regulations.

I. Extra Pay Assignments

All teachers involved in extra pay assignments shall be compensated as set forth in Appendix B Salary Schedule.

J. Budget

The Board agrees to furnish the Association with a tentative budget for the coming year.

K. Travel Expenses for Teachers

1. Teachers who are assigned classes or other duties at more than one (1) school and are required to provide their personal automobile for transportation will be reimbursed according to Board policy.
2. Teachers who take students to contests or activities approved by their principals will be reimbursed for travel expenses in the following manner:
 - a. Prior approval of the trip (and absence if involving school days) must be secured from the appropriate Associate Superintendent.
 - b. Prior approval for reimbursement of expenses must be obtained from the principal.
 - c. If use of a teacher's personal automobile is required, mileage at the rate stated in K.1. above will be paid to the teacher. If sufficient numbers of persons are participating, a bus should be used.
 - d. Reimbursement for meals and lodging will be paid at the rate set by the Board of Directors for the Board and/or Administrators traveling on over-night trips outside of Pulaski County. The policies of the Board of Directors are to be adhered to and itemized receipts for lodging must be turned in to the Business Office.
3. Teachers who are asked to attend workshops or meetings not listed in the monthly calendar of events by Central Office administrators will be reimbursed (a) for use of their personal automobile at the rate stated in K.1. above, (b) registration fees, and (c) meals and lodging at the rate stated in 2.d. above if overnight stay is involved. Trips to destinations in Pulaski County will not qualify for reimbursement of meals and lodging.

L. Additional Workday

Effective for the 2004-05 school year, teachers requested (by their principal or Central Office administrator) to provide professional services on a day not specified in Article 8 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 workday specified in Article 8, nor to State Department requirements for job performance.

M. Vocational -Technical Teaches and TIR's

Vocational-Technical Teachers' and Teachers in Residence (TIR) Salary Schedule Placement (Vocational – Technical Teachers are defined as teachers who are certified / licensed with a vocational permit in a professional / vocational area. Examples are Cosmetology, ROTC, welding, auto mechanics, etc.)

1. Teachers with degrees

Vocational-technical teachers and TIR's who have the bachelor's or master's degree will be placed on the same salary schedule adopted by the Board of Directors of the Little Rock School District for the regular academic teachers. Actual work experience for these teachers will be substituted for teaching experience on the salary schedule.

2. Teachers without degrees

Non-degree vocational-technical teachers and TIR's with minimum qualifications (high school education and six years' work experience) will be placed at the beginning teacher's classification on the regular bachelor's degree salary schedule. Credit will be given for work experience in excess of the minimum of six (6) years up to a maximum placement at step ten (10) on the regular bachelor's degree range of the teacher's salary schedule.

a. Vertical movement

Vertical movement on the salary schedule shall be governed by the following criteria:

Within one (1) year of employment, non-degree vocational-technical teachers and TIR's must earn three (3) hours of college work applicable to their teaching assignment. Within the three (3) year probationary period, non-degree vocational-technical teachers and TIR's must earn a minimum of nine (9) hours of college work applicable to their teaching assignment in order to qualify for the next step on the salary schedule. When a non-degree vocational-technical teacher and TIR has received his/her fourth contract, he/she must acquire six (6) hours of college or in-service work applicable to his/her teaching assignment within three (3) years in order to qualify for the next step on the salary schedule. When the non-degree vocational-technical teacher and TIR has received his/her seventh contract, he/she must earn a minimum of three (3) hours of college or in-service work applicable to his/her teaching assignment within three (3) years in order to qualify for the next step on the salary schedule.

A vocational-technical teacher and TIR may substitute experience in trade schools or industry schools for fifty (50) percent of the required college work. This may be done

upon receipt of approval from the Director - Vocational-Technical Education and the Director of Human Resources in the Little Rock School District.

b. Horizontal movement (B.A. + 36 maximum)

The following work must be completed to move to the B.A.+12 lane (12 hours from the following)

Speech (3 hours) () denotes required courses

Psychology: General, Educational or Adolescent (3 hours)

Introduction to American Education, Educational Foundations or History of Vocational Education (3 hours)

In-service Institute or Workshop*(3 hours)**

B.A. + 24 lane (12 hours from the following)

Development of or Organization of Instructional Materials, Audio-Visual Materials, and/or Teaching Methods (9 hours)

In-service Institute or Workshop* (3 hours)**

B.A. + 36 lane (12 hours from the following)

Sociology, U. S. History, Economics, or Political Science (3 hours)

Physical or Biological Science (3-4 hours)

Advanced Instructional Techniques or Materials Development, or

In-service Institute or Workshop*(5-6 hours)**

*Subject to approval of Director of Vocational Education and Director of Human Resources

**Fifteen hours are required for one college hour of credit.

Courses or workshops that could be counted for either vertical or horizontal movement shall be counted for horizontal movement unless the teacher requests otherwise or maximum horizontal movement has been achieved. The same course or workshop shall not be counted for both horizontal and vertical movement by an individual teacher.

All vocational-technical teachers whose duties include the maintenance of a shop or laboratory will be placed on the 9.5 months' salary schedule. This will be implemented by attrition of the current employees.

N. Required Courses

No teacher shall have less than two (2) full calendar years to meet new course requirements set by the Little Rock School District that exceed requirements of NCA or Arkansas Department of Education for continued employment in their current positions. In cases of emergency where such notice cannot be given, the school district shall provide the required training through in-service workshops. A teacher taking required course(s) shall receive credit on the salary schedule. New requirements set by NCA or the Arkansas Department of Education shall be communicated to teachers as soon as possible after the district receives such notification.

ARTICLE 10

FRINGE BENEFITS

A. Term Life Insurance

The Board agrees to provide at least eight thousand dollars (\$8,000) of term life insurance, including Accidental Death and Dismemberment, for each teacher employed by the School District. Each teacher may purchase an additional amount of optional life insurance in one increment of eight thousand dollars (\$8,000). The monthly premium will be payroll deducted. Other details of the policy and the choice of insurance carrier shall be subject to procedures of negotiation and ratification as provided in this Agreement.

B. Health Insurance

Beginning with the April 1, 2004, (for the 2003-2004 school year) payroll the District will pay \$253.00 per month to be applied to one of the available health insurance options. If the individual premium is less than \$253.00, the balance may be applied to family/dependent coverage. The District will pay up to \$260.00 for the 2004-2005 school year.

Employees currently receiving the \$550.00 in lieu of health insurance will not receive the stipend for the 2004-2005 school year. They will be given the opportunity to enroll in a health insurance program during open enrollment in the fall.

An employee who is on an approved unpaid leave of absence shall be eligible for COBRA benefits in accordance with applicable laws and state insurance regulations. The District shall reimburse the employee for 1 year an amount equal to the District contribution for active employees after receipt of proof of payment of COBRA premiums.

Details of the policies shall be developed by a committee as provided in Article, 9 Section H, of the Agreement, except that a petition described therein shall not be required to initiate an ad hoc committee to prepare recommendations in response to implementation of the State-funded health insurance program.

C. Perfect Attendance Incentive

Professional leave and personal leave days are not part of this agreement. Employees on sabbatical leave, educational leave, leave without pay or taken off payroll for any reason do not qualify for the perfect attendance incentive. "During the semester" will be interpreted to include all work days prior to the end of the first semester. "During the second semester" shall be all work days after the beginning of the second semester. Any teacher who is not employed for the full term of a semester will not be eligible for the attendance incentive for that semester.

1. Employees who use none of their sick leave days during the first semester will receive a \$300.00 stipend at the end of that semester.
2. Employees who use none of their sick days during the second semester will receive a \$300.00 stipend at the end of that semester.
3. Employees who use none of their sick days during the entire school year will receive an additional perfect attendance stipend of \$700.00. (Total of \$1,300 for one year of perfect attendance).

The Board and Association agree that regular work attendance by teachers is vitally important to the effective and efficient planning and implementation of a course of study and to the continuous appraisal of the progress and achievement of students. Therefore, the parties agree to work to encourage work attendance patterns by teachers that enhance the continuity of instruction. Each party shall take independent actions aimed at enhancing the continuity of instruction. Further, the parties agree to jointly carry out the following activities:

1. A Work Attendance Review Board shall be established for the purpose of reviewing alleged abuses of sick leave and/or other leave policies and other attendance patterns that may disrupt the continuity of instruction. The WARB may make recommendations to the teacher(s) being reviewed and/or the Superintendent of Schools.
2. The WARB shall initiate a study of the circumstances contributing to the absences whenever a school's absences reach 25% more than it had in the same month the previous year. The WARB will report its findings and recommendations, if warranted, to the Superintendent and the President of the Association.
3. The WARB shall consist of two representatives from each party.
4. The Work Attendance Review Board shall meet on a regular basis, at least monthly, while school is in session. The Committee shall, in addition to its other duties prescribed herein, review the costs and causes of teacher absenteeism during the monthly meetings. In addition, the Board will make recommendations to the two parties on approaches and methods to alleviate unnecessary teacher absenteeism.

D. Retirement Incentive

During the term of this agreement, the Board may elect to offer an Early Retirement Incentive. The terms and implementation of the Retirement Incentive will be negotiated with the Association.

ARTICLE 11

SICK LEAVE

A. Application, Transfer and Application Procedure

At the beginning of each school year all teachers will be credited with the number of days sick leave without loss in pay as indicated by the table below, with accumulation from year to year to a maximum of one hundred seventy-five (175) days. Teachers coming to the District from other Arkansas districts will be granted credit for unused sick leave accumulated in Arkansas districts up to a maximum of ninety (90) days. Except in cases of emergency when teachers are physically or mentally incapable of meeting these criteria, the following conditions must be met in order to use sick leave:

1. SOS must be notified of the illness at least two (2) hours before the start of the teacher's workday.
2. The building principal or his/her designee must be notified of the illness at the teacher's school at least one (1) hour before the start of the teacher's workday.
3. Lesson plans must be available to cover the length of the absences or five (5) school days, whichever is less.

B. Additional Sick Leave

The number of sick days granted is dependent on the length of contract by the table below:

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

C. Usage

With the approval of the Director of Human Resources, up to five (5) additional days of sick leave may be taken with a deduction in pay equivalent to the cost of employing a substitute in instances of unusual circumstances associated with bereavement.

For returning teachers the effective date for sick leave shall be the first day of their contract period. For new teachers the effective date for sick leave shall be the first day the teacher reports for duty.

D. Sick Leave may be used for:

1. Personal illness or medical care.
2. Death, illness, or medical care of a member of the immediate family. (Immediate family shall be considered to include father, mother, son, daughter, brother, sister, husband, wife, grandparents, grandchildren, sister-in-law, brother-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, and other persons living in the same household.

E. Pregnancy

Disabilities caused by or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from are temporary disabilities and will be treated in accordance with all provisions of the regular and extended sick leave policy.

F. Forfeit at Resignation

Teachers 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.

G. Predictable

In 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) days or longer, the teacher shall notify the principal and the Director of Human Resources in writing at least sixty (60) days prior to the expected commencement of such leave.

H. Doctor's Certificate

In a case of any use of regular sick leave or extended sick leave (Article 14, Section G) of more than five (5) days duration, or upon frequent absence for personal illness, the Board may request a doctor's certificate verifying the illness or disability. Upon a teacher's return to work after an illness of more than five (5) days duration, a statement from a doctor certifying that the employee is capable of performing normal employment functions may be required by the Board. In cases where a teacher frequently claims sick leave for personal illness, a medical examination may be required by the Board; such action may be initiated only by direct order of the Superintendent or a majority vote of the School Board.

I. Immediate Reinstatement

Any teacher 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.

J. Leave of Absence

Any teacher whose illness or disability is charged entirely to accumulated regular sick leave is entitled, upon return, to immediate reinstatement in the position which was vacated or, if it is no longer in existence, in an equivalent position.

The contract of any teacher who is suffering from mental or physical disability which renders the person incapable of performing the services contemplated under his/her contract may be placed on a leave of absence.

In determining whether or not to place a teacher on leave of absence for physical or mental disability, the teacher may be required to have an examination by a physician and/or psychiatrist of the District's choice and at District expense. If the teacher contests the decision of the physician and/or psychiatrist, the teacher may select another physician and/or psychiatrist for a second opinion. If the second opinion differs from the first, the two physicians and/or psychiatrists will name a third physician and/or psychiatrist, whose decision will be final. The teacher will pay for the second examination and the District will pay for the third examination.

The above procedure may be initiated only by direct order of the Superintendent or a majority vote of the School Board.

Upon his return, the teacher may be required to have an examination by a physician and/or psychiatrist of the District's choice. If a dispute arises, the procedure outlined in the second paragraph above will be utilized. The District will pay for all examinations conducted in accordance with this section.

K. Lack of Notification

When a teacher is absent from work for more than five (5) consecutive days without notifying the Human Resources Department or the building principal (or his/her designee), the teacher shall be considered as resigning his/her position. If the teacher "Association" is unable to make the required contact, it is incumbent on the teacher to notify 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 teacher "Association" provides documentary evidence that he/she was incapable of providing such notification, the teacher will be returned to the payroll pending the resolution of the situation through a Board hearing or arbitration.

L. Sick Leave Bank

This section establishes a joint sick leave bank (bank) for teachers and administrators. The only employees who may draw from the bank are eligible employees who contribute one (1) day per year to the bank. Membership shall be voluntary. Members withdrawing from the bank shall forfeit all days contributed.

A committee consisting of (3) members of the Association and (3) members of the Administration chosen respectively by each unit shall administer the bank. The committee shall develop the application process for enrollment and withdrawal from the bank. The committee will meet as often as needed but not less than once a month if there are any pending applications for withdrawal. Because the bank is an employee bank, all decisions of the committee are final and are not subject to appeal.

1. Withdrawal from the bank cannot be made before the employee's accumulated sick leave has been exhausted.
2. Withdrawal from the bank shall be only for life threatening or job threatening illness. To establish eligibility, the employee must submit an application form and statements from two (2) medical doctors on the appropriate LRSD forms. The applicant also shall authorize the release of all medical records used as the basis of the request to the committee. All medical records shall be treated confidentially by all members of the committee and shall be used only for determining eligibility. The committee may utilize a physician of its choosing to review applications that warrant additional review.
3. The maximum withdrawal shall not exceed ninety (90) days. However, withdrawals can be made in maximum increments of thirty (30) days. The committee may grant the extension of an increment after a thorough review.
4. Elective surgery, unless resulting in life threatening complications, and normal pregnancy are excluded from coverage.

5. Injuries being compensated by Workers' Compensation are excluded from coverage.
6. Sick leave days may not be withdrawn from the bank in the following circumstances:
 - a. The days are not normal contract days for the employee.
 - b. The employee becomes eligible for Social Security disability.
 - c. The employee accepts teacher retirement benefits.
 - d. The employee returns to work.
7. If at any time the bank has fewer than 50 days remaining on deposit, the bank shall close for the remainder of the year, or the committee may conduct a vote of the bank members to determine whether to assess all members an additional contribution of one day for that year. The vote of the majority shall be final. The District shall assume no obligation for days awarded in excess of those on deposit; therefore, the committee may not issue more days than are on deposit under any circumstance.
8. Compensation for the first 30 days will be at the employee's daily rate of pay. After the first thirty days, the cost of a long-term teacher substitute, including FICA, will be deducted from the employee's daily rate. However, the minimum payment will not be less than \$50 per day.
9. Annual audits will be conducted noting the amount of usage and the reasons for such usage.

The change in Section B and the addition of Section M (implementation of the sick leave bank) require the minimum participation of 500 employees in the sick leave bank.

ARTICLE 12

PERSONAL LEAVE

A. Allocation

At the beginning of each school year, every teacher will be credited with four (4) days personal leave.

1. 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.
2. Two (2) days will be available with a deduction of the daily rate of pay for a substitute teacher for each day. These two (2) days are not cumulative as personal or sick days. One of these two days may be used for special leave as outlined in Article 38, Section O, 5.
3. Each teacher shall determine at the time leave is taken whether the day is used with or without deduction.

B. Requirements

Requirements for use of personal leave.

1. The building principal 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 S.O.S and the building principal must be notified.
2. Lesson plans must be available to cover length of absence.
3. No personal leave may be taken the day before or the day after a pupil holiday unless an emergency exists.
4. Personal leave other than that in Article 38, Section O, will not be used for Association activities.

C. Absence Without Penalty

The terms of this Agreement do not preclude the past practice of allowing a teacher to arrange, with his/her principal's approval, to be absent without penalty for a short duration for other purposes where his/her duties can be performed by other teachers during their preparation period with no cost to the District. If the absence exceeds two (2) hours, then the teacher must take appropriate leave.

ARTICLE 13

TEMPORARY LEAVE

A. Use For

Temporary leave of absence without deduction in pay may be granted as follows:

1. A teacher in his first year of teaching service may be allowed up to two (2) days for visiting other schools.
2. Other teachers, on approval of the principal, shall be given two (2) days per year for visitation to another teacher's class or to attend a conference of an educational nature, provided that no more than twenty (20) percent of a school faculty may use such leave in any one (1) school year. All such leave shall be at the expense of the teacher unless attendance is requested by the District.
3. Teachers may be given time to attend meetings or conferences of an educational nature, subject to the discretion of the Administration. The number of teachers allowed to leave at any one (1) time will also be within the discretion of the Administration.
4. Teachers will be given the time necessary for appearance in any legal proceeding connected with the teacher's employment, if the teacher is required by law or subpoena to attend.

B. Application Procedure

Requests for temporary leave must be submitted to the principal at least two (2) weeks before such leave would occur. An accounting of the days used for sick leave, personal leave, and temporary leave, together with the current total of sick leave days accumulated, will be denoted on the teacher's check stub each pay day.

C. Government Agency Obligations

An employee required by an agency of government (the federal or state judiciary, etc.) to perform duties which prevent the accomplishment of regularly assigned responsibilities shall be entitled to a temporary leave of absence. The employee will not take such leave during his/her contract period unless required to do so by the governmental agency involved. In the event that pay received while on leave does not equal or exceed the employee's regular salary, the District will pay said employee in such amount necessary to supplement said pay to equal his/her regular salary paid by the District. Such supplemental pay shall not be granted for a period of more than ten (10) workdays, except in cases where jury duty is required for more than ten (10) workdays.

ARTICLE 14

EXTENDED LEAVE

A. Association Leave

When requested by the Association, the Board agrees that one (1) teacher designated by the Association will be given a leave of absence for up to two (2) years, with increment but without pay, for the purpose of engaging in Association activities.

B. For NEA/AEA Presidency

A teacher 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. College Training

A teacher will be granted, with increment but without pay, a leave of absence for one (1) year, renewable for one (1) year, to engage in a full-time course of study related to a career in education at a college or university. If a teacher does not engage in a full-time course of study, as defined by the college or university, unless the college or university is not conducting the courses nor substitute courses that the teacher stated he/she planned to enroll in, that teacher shall have forfeited his/her accumulated benefits, including tenure and sick leave, and shall have forfeited his/her right to return to the District.

D. Peace Corps

Peace Corps leave will be granted, with increment but without pay, to any teacher who enlists for a period of time, not to exceed two (2) school years.

E. Military

Military leave will be granted, with increment but without pay, according to provisions of the Universal Military Training Act, to any teacher 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.

F. Family Illness

A leave of absence of up to one (1) school year, without increment or without pay, will be granted for the purpose of caring for a sick member of the teacher's immediate family, and such leave may be extended for one (1) year.

G. Extended Illness or Disability

Any teacher whose personal illness or disability extends beyond accumulated sick leave shall be entitled to a leave of absence for the remainder of the current semester and for one (1) additional semester. The Board may require a doctor's certificate verifying the illness or disability at the time extended sick leave begins and again at the beginning of the following semester. Such leave may be extended for up to one (1) additional year. A doctor's certificate verifying the illness or disability may again be requested at that time. A teacher is entitled to extended sick leave in accordance with the conditions of this section prior to the time that accumulated sick leave has been exhausted. All leave granted in accordance with this section shall be without pay, increment, or an accrual of seniority.

H. Recovery from Illness or Disability

After an extended illness or disability, a teacher is entitled to extended leave for the remainder of the current semester and one (1) additional semester. Such leave may be extended for up to one (1) additional year.

I. To Run or Serve in Public Office

A teacher 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 teachers 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 or serve in public office.

J. Benefit Retention

All benefits, including tenure and accumulated sick leave, to which a teacher was entitled at the time his/her leave of absence commenced will be restored to him/her upon his/her return.

K. Returning from Leave

1. A teacher returning from an approved leave of absence which had a definite beginning and a definite ending which does not extend beyond one year, when approved, will be assigned to his/her original position, if it still exists, or to a substantially equivalent position if it does not.
2. A teacher returning from an approved leave of absence, which was indefinite as to its length may be assigned to his/her original position, if it still exists, or a substantially equivalent position.
3. However, a teacher who is returning from an approved leave of absence, which extends beyond the current semester and one additional semester, whether definite or indefinite, may or may not be assigned to his/her original position.
4. This section, however, does not require the Board to create another position for a returning teacher.

L. Leave Application

All requests for extended leaves will be applied for and granted in writing. Application for leave of absence, except in emergencies, must be filed with the Superintendent at least one (1) month before leave shall be taken.

M. Family and Medical Leave Act

Qualified teachers may take up to twelve (12) weeks of unpaid leave under the terms of The Family and Medical Leave Act except immediate family shall be defined as outlined in Article 11, Section D. After the leave has been approved, the teacher will receive his/her full normal health care coverage for up to the twelve (12) weeks of the leave.

Any leave taken under this section will run concurrently with leave(s) taken under Sections G, H, I of this Article. When the maximum of twelve (12) weeks has expired, the language in any other applicable provisions of this contract shall apply.

ARTICLE 15

SABBATICAL LEAVE

A. Eligibility

When a teacher has rendered a minimum of four (4) consecutive full years of uninterrupted service to the Little Rock School District, he/she is eligible for sabbatical leave according to the following conditions:

1. The application form will require the normal personal and professional data. In addition to this, the applicant will prepare a comprehensive statement setting forth his/her plans for advanced study and his/her evaluation of the benefits the school's program may expect to derive from his/her additional training.
2. Applicant must hold the standard bachelor's degree plus nine (9) semester hours and his sabbatical leave for advanced study must lead to an advanced degree in an area of certification.
3. Sabbatical leave will be granted upon recommendation by the Superintendent of Schools and approval by the school system's Board of Directors. Evidence of admissibility to an advanced degree program in an acceptable institution of higher learning must be presented.
4. Leave will be granted for a period of not less than four and one-half (4 1/2) school months nor more than twelve (12) calendar months (including nine and a quarter (9 1/4) school months in the same year).
5. Teachers requesting leaves, which begin at the end first semester of a school year, must submit an application to the Superintendent of Schools by February 1 preceding the school year for which the leave is requested.
6. No more than four (4) sabbatical leaves shall be granted each school year.
7. For sabbatical leave, the grantee will receive a stipend equal to the salary to which the grantee is entitled for the year during which the sabbatical is taken. Leaves for one-half (1/2) year will entitle grantee to one-half (1/2) of the above.
8. Grantee will sign a non-interest bearing promissory note in favor of the Little Rock School District for the amount of the stipend, said note to be cancelled and of no effect at the conclusion of the third year of service rendered to the Little Rock School District following the leave year. For each semester of service rendered to the district after returning from the leave, the balance of the note due will be reduced by one-sixth (1/6) of the total stipend. Any outstanding amount of the note shall become due and payable if and only if the grantee voluntarily leaves the district within the three years following the leave.

B. Tuition Reimbursement For Teachers

When a teacher has attained tenure with the Little Rock School District, he/she is eligible to make application for financial reimbursement for in-service advanced study 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. The applicant, except non-degree vocational technical teacher, must hold the standard bachelor's degree plus six (6) semester hours of graduate work.
3. 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 teacher will be made within thirty (30) days after the district has been provided with an official transcript and receipts for tuition payments.
4. Any teacher who receives financial reimbursement for in-service advanced study shall be provided released time upon notice to his/her principal with no loss of accumulated leave at a rate of one (1) day for each three (3) semester hours of course work.
5. Financial reimbursement may be granted for a maximum of six (6) credit hours earned during a twelve (12) month period.
6. Applications must be received in the Superintendent's office ten (10) days prior to the registration date for the proposed course of study.
7. The maximum financial reimbursement granted shall be equivalent to three (3) beginning teacher's annual salaries in effect at the time of application.
8. Successful applicants will sign an 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.
9. Tuition reimbursement shall be used to pay tuition for completion of any course, which qualifies for salary credit anywhere in the Agreement.
Exception:
Tuition reimbursement may be used to pay for any computer training course directly applicable for educational research and/or instruction. The course does not have to be part of a program of advanced study or qualify for salary credit. This provision will be reevaluated at the end of the contract.
10. A teacher who is on sabbatical leave is not eligible for tuition reimbursement during the period he/she is on sabbatical.

ARTICLE 16

TEACHING ASSIGNMENTS

A. Procedure

The procedure outlined below shall be followed in making teaching assignments:

1. Teaching assignments shall be based upon certification, training, experience, competence, seniority, tenure, race and such other factors as would indicate success in the position to be filled.
2. To assure that students are taught by teachers working within their areas of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates of their major or minor field of study. Teachers assigned outside their major or minor fields shall not be penalized on the salary schedule in any way. When requested, the Director of Human Resources will make available to the Association a list of teachers assigned outside their major or minor fields.
3. All teaching assignments will be made by the principal or his/her superiors after the following steps are taken:
 - a. Each year all teachers will submit in writing their personal preference for grade level, group and subject assignments, and such preference shall be a factor in making assignments.
 - b. Department Coordinators will be consulted before assignments are made in their departments.
4. Secondary teachers shall not be required to teach more than two (2) subject matter areas with no more than two (2) preparations involved. Basic, regular, and enriched classes shall be considered separate preparations. Exceptions will only be made when it would otherwise be impossible to enroll all students who have registered for a required course. Teachers assigned more than two (2) preparations will be so notified as soon as possible and in no case later than three (3) weeks before the teaching assignment is to commence. No teacher shall be assigned more than three (3) preparations under any circumstances.
5. Schedules of teachers who are assigned to more than one (1) school shall be arranged so that such teachers shall not be required to engage in an unreasonable amount of interschool travel.
6. The principal shall or should consult with the Building Coordinating Committee in regard to the tentative master schedule for the following year, and all teachers will be given an opportunity to discuss their tentative assignments with the principal if they so request.

B. Notification of Assignments

The following procedure shall be used for notifying teachers of their assignments:

1. Returning teachers shall be given written notice of their tentative grade level, grouping, subject area assignments, building assignments, and room assignments by May 15. Newly elected teachers shall be given such notice at the time of their employment.

2. All personnel shall be given notice of their grade level, grouping, and/or subject area assignments, building assignments, and room assignments as soon as practicable, and except in cases of emergency, not later than one week after registration. Tentative assignments shall be maintained except in cases of emergency.

C. Conditions of Reassignment

The Board and the Association recognize that the reassignment of some teachers within a school may be unavoidable. However, such reassignments shall be held to a minimum and made only under the following provisions:

1. Reassignments within a school shall not be made without the consent of the teacher except as follows:
 - a. Substitution of a study hall or a non-teaching duty for a teaching period.
 - b. Reduction of the number of daily lesson preparations.
 - c. Changes in school and/or class enrollment.
 - d. Factors related to job performance indicate that a teacher may perform more effectively in another assignment. Factors shall include evaluations, experience in a particular grade level, preference of the teacher based on seniority and racial balance of the staff.
 - e. Certification needs of the school.
 - f. No teacher may be involuntarily reassigned for reasons other than those listed above.
2. Teachers shall be notified immediately following their reassignment.
3. Adequate assistance in moving (if necessary) and time to prepare for effective instruction will be provided as determined by the school principal.

D. Primary Responsibility

The Board and the Association agree that in the event of conflicting supervision, teachers are responsible in the performance of their professional duties to the building principal.

ARTICLE 17

VOLUNTARY TRANSFERS

A. Policy

The Board and the Association agree that it is desirable to establish a transfer policy which allows teachers a fair opportunity to move from one assignment to another when desired.

B. Application

A change in teaching position from one school to another may be requested by a teacher by filing a written application of such desire with the Director of Human Resources. Such application shall include the grade level, subject area, and school to which the teacher desires to be transferred. A teacher may not file more than three (3) applications at any one (1) time. All requests for transfer shall remain on file until October 31 each school year. All renewals or requests for transfers must be filed on or after November 1 of each year.

C. Listing of Vacancies

On the fourth (4th) Monday in April and May of each year, the Director of Human Resources shall cause to be published in each school, a complete list of all known vacancies which will occur during the following school year. Teachers who desire to apply for these positions must submit a written application to the Director of Human Resources no later than ten (10) days after the vacancy is published.

During the summer two additional vacancy lists will be published (the last Monday in June and the third Monday in July). Any teacher who has indicated a desire to apply for such positions shall be mailed the vacancy list if he/she has indicated that desire in writing and provided self-addressed stamped envelopes to the office of Human Resources. Teachers who desire to apply for these positions must submit a written application to the Director of Human Resources no later than seven (7) calendar days after the mailing is postmarked. If the vacancy has not been filled within seven (7) calendar days after the applicable deadline, additional applications shall be accepted.

D. Vacancy Posting

Whenever a teaching vacancy exists at a school, that vacant position will be posted in all buildings for seven (7) days. Existing teaching staff in the district who 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.

E. Request for Transfer

The Board and the Association recognize the desirability that each school have a balanced staff in terms of such factors as experience, training, age, gender and race. A request for transfer to the same teaching assignment at a different school should be honored, and whenever possible, all parties involved should be agreeable to said transfers. In all cases of transfers of teachers to a different grade level or course offering, 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 teachers who were previously transferred involuntarily, provided that the Human Resources Office is notified of the teacher's desire to transfer by May 1 of each year.

F. 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. Teachers whose requests for a voluntary transfer have been granted will be notified within ten (10) days after such decision has been reached. The teacher whose requests for voluntary transfer have been denied will, upon request, be notified in writing of the reason for denial.

ARTICLE 18

INVOLUNTARY TRANSFERS

While the parties agree that it is desirable that schools be similarly staffed with regard to average years of experience; percentage of teachers with advanced degrees, and racial composition; it is recognized that frequent transfers of teachers from one school to another is disruptive to the educational process and interferes with optimum teacher performance. It is therefore agreed that involuntary transfers will be kept to a minimum.

A. Condition

No vacancy will be filled by means of involuntary transfers if there is a qualified volunteer available to fill said position.

B. Seniority

All other factors being equal, priority to remain in the assigned position shall be given first to tenured teachers and then to those having seniority in a school when an involuntary transfer is necessary and no qualified volunteer is available.

C. Required Meeting

An involuntary transfer will be made only after a meeting between the teacher involved and the Director of Human Resources, at which time the teacher will be notified of the reasons for the transfer. In the event that a teacher objects to any of the conditions of the transfer, the teacher may request that the Association be notified and the Director of Human Resources will meet the Association's representative(s) and the teacher to discuss the matter within three (3) school days after the request. In the event the differences cannot be resolved, provisions of the grievance procedure will be employed.

D. List of Vacancies

A list of current open positions in the school system will be made available to all teachers being involuntarily transferred. Such teachers may request a transfer to the open position(s) for which they are certified and/or qualified. Teachers being involuntarily transferred shall have selection preference in order of seniority over those seeking voluntary transfer.

E. Assistance

Notice of involuntary transfer shall be given to teachers immediately after such decision to transfer has been made. Adequate assistance in moving (if necessary) and time to prepare for effective instruction will be provided as determined by the receiving school principal.

When requested by the Association, the Director of Human Resources shall make available to the Association any information on voluntary or involuntary transfers.

ARTICLE 19

PROMOTIONAL VACANCIES

A. Definition

For the purpose of this article, promotion shall be defined as the transfer to a position that qualifies for a higher total salary than that of a nine and one-fourth (9 1/4) month teacher of the same salary classification.

B. Application

A teacher may file an application at any time with the Director of Human Resources for any promotion. Such applications shall remain on file one year and will be given equal and fair consideration when the position becomes vacant. Applications may be updated if desired.

C. Listing of Promotional Vacancies

During the school year, all positions that are open for promotion shall be published by the Director of Human Resources. Such notices shall be posted in at least three conspicuous locations. Each notice shall include the job description, effective date of vacancy, qualifications for the position, and the filing deadline. Applicants will be allowed seven (7) school days from the time of distribution to the teachers to file for the promotions listed before final selections are made.

D. Filing for Positions

After the end of each school year, the administration shall compile a list of positions open for promotion. The list will be sent promptly to the Association and to each teacher who signed the mailing list for promotional positions which will be made available in their school at the end of the school year. For openings which occur prior to fifteen (15) days before the first day of the contract for that position, notices will be sent at reasonable intervals by the Director of Human Resources. In both instances, applicants will be allowed fifteen (15) calendar days following the dates named above to file for the positions listed before final selections are made. For cases in which openings occur less than fifteen (15) days prior to the first contract day for that position, individuals requesting promotional information will have seven (7) days after distribution of the notice or until the second contract day for nine and one-fourth (9 1/4) month teachers, whichever occurs sooner, to make application before final selections are made. However, in no case will teachers have less than one (1) day after distribution of notice to apply for a promotion. For cases in which openings occur on or between the first contract day and the first day of pupil attendance, teachers will be notified immediately and will have one (1) day to apply.

E. Preferences

The Board and the Association recognize the desirability that each school has a balanced staff in terms of such factors as experience training, age, sex, and race. The most qualified candidate among the applicants will be recommended for promotional vacancy. Qualifications will be determined on training, experience, performance. 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 request, the Board shall notify the teacher in writing of the reasons for denial of the promotion.

F. Publication of Vacancies

On the fourth (4th) Monday in April and May of each year, the Director of Human Resources shall cause to be published in each school, a complete list of all known vacancies, which may be filled during the following school year. Teachers who desire to apply for these positions must submit a written application to the Director of Human Resources no later than ten (10) days after the vacancy is published.

ARTICLE 20

REASSIGNMENT OF TEACHERS

A. District Reorganization

This Article shall be applicable for instances in which a school is closed, and/or the entire or part of the district is reorganized or as otherwise specified in Section G of this Article.

B. Definitions:

SENIORITY - Shall be defined as a teacher's total number of years of employment by the Little Rock School District, with those teachers having the greatest length of service having the most seniority.

CERTIFICATION AREAS - Shall be defined as those grade levels or subject discipline that the State of Arkansas provides a license to teach.

DISPLACED TEACHER - Shall be defined (for the purpose of this Article) as any teacher whose school is closed or reorganized, or as described in paragraph G of this Article.

GRADE -LEVEL - Shall be defined as Elementary (K-5), Middle School (6-8), and Senior High (9 -12).

SURPLUS TEACHER - Shall be defined as teaching personnel who are without an assignment after all positions have been filled in accordance with this Article.

C. Procedure:

1. In the event of a school closing or reorganization, those teachers in the affected school(s) will be ranked by area of certification with seniority to be based on total years within the district except that teachers with three (3) years or less experience in the certification area to which he/she is assigned at the time of the school closing or reorganization will have his/her seniority counted in the certification 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 teachers by seniority as described in paragraph C, 1, above, will be made by the same grade-level organization as school(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 school closing(s) or reorganization.
4. If the number of vacancies available within each area of certification at school(s) involved in the closing or reorganization is less than the number of displaced teachers, the position(s) of the least senior teacher(s) in each certification area will be declared vacant so that the number of vacancies will then equal the number of displaced teachers.
5. These displaced teachers will then be given the opportunity to choose from the positions vacant at the same grade-level as school(s) involved in the closing or reorganization where they will be assigned for the upcoming school year. The most senior displaced teacher will choose first, the second most senior displaced teacher will choose second, and etc.

D. Rights of Surplus Teachers

Those teachers whose positions are declared vacant because of their position on the seniority list shall be declared surplus. These surplus teachers shall be assigned as regular substitutes. All surplus teachers will be the first to be offered a position in the district for which they are currently certified or become certified for before any new teacher is hired and after all previously surplused teachers have been duly placed or offered a permanent full-time position. First offer of employment shall be made to teachers in the reverse order in which they are declared surplus.

E. Court Orders

The Board reserves the right to make assignments which will enable compliance with court orders.

F. Teacher Transfer

Any teacher transferred or reassigned as a result of a school closing or reorganization shall be classified as involuntarily transferred, provided, however, that the Elementary (K-5) assignments resulting from involuntary transfers will not be changed until the end of the school year in which the reassignment occurred. Requests for voluntary transfers will be dealt with in accordance with Article 17 of the PN Agreement.

G. Displaced Teachers

1. In the event that the number of teachers employed in a given school year is in excess of the number of teachers allocated to that particular school, and such excess is a result of decrease(s) in student enrollment, displaced teachers at the affected school will be identified by appropriate central office staff on the basis of his/her seniority as established by the procedure described in paragraph C,1, of this Article. Such displaced teachers will be reassigned in accordance with paragraph C of this Article.
2. In the event that the number of teachers in a given school(s) for a given year is in excess of the number of teachers allocated to that particular school, and such excess is a result of change(s) in district-wide program offerings at the grade-level of the affected school(s) displaced teachers at the affected grade-level will be identified by central office staff on the basis of his/her seniority as established by the procedure described in paragraph C,1, of this Article. Such displaced teachers will be assigned in accordance with paragraph C of this Article.

H. Board's Right - RIF

None of the provisions of this Article precludes the Board's right to effect Reduction-in-Force as provided for in Article 5, Section G of the current PN Agreement.

For the purpose of this Article, any teacher who is presently assigned to an area of certification/grade-level through involuntary transfers will be ranked in seniority based on the total number of years of employment by the Little Rock School District.

ARTICLE 21

TEACHER EVALUATION

A. Open Observation and Teacher Copy

All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Teachers will be given a copy of any evaluation report prepared by their evaluator and will have the right to discuss, in a scheduled meeting, all such reports with their evaluator before it is submitted to the Human Resources Division and/or placed in their personnel files.

B. Three Day Notification of Complaints

Any complaint deemed by an administrator (including principals) to justify investigation and/or subsequent action of any nature will, if possible, be brought to the attention of the teacher involved within three (3) working days. No teacher shall be adversely evaluated on the basis of a parent and/or student complaint which has not been substantiated. Any investigation shall include discussions with the teacher about whom the complaint was made. If substantiated, the charge may result in disciplinary actions via a suspension or termination recommendation. A union representative may be present in the discussions with the teacher when circumstances permit.

C. Adverse Evaluation

Any adverse evaluation and the basis for such evaluation or disciplinary action shall be given to the teacher in writing with recommendations for improvement. The evaluation and procedure are subject to the grievance process. Adverse evaluation shall mean any performance rating less than satisfactory.

D. Conference

An administrator may schedule a conference with a teacher to offer verbal suggestions related to improving a teacher's job performance which are not entered into the teacher's personnel file. The conference is intended to be an informal process between the teacher and the administrator in correcting an area of concern and is intended to be helpful in nature.

E. Confidentiality and Representation

Any warning, reprimanding, or disciplining of a teacher for any infraction of rules or delinquency in professional performance will be done in private. However, the teacher shall have the right to have another staff member of his/her preference present at such a meeting.

F. Conditions of Evaluation

Teachers shall be formally evaluated each year by their principal or his/her designee as follows:

1. Tenured teachers shall be evaluated once each year.
2. Non tenure teachers shall be evaluated once each semester.
3. Formal evaluations on non- tenure teachers shall be based upon direct observations and must include some in class observations. Tenure teachers will only have direct observations once every three (3) years except in cases covered by Article 6.

4. A private conference between the principal and the teacher will be held before the evaluations placed in the teacher's file.
5. Teacher evaluation procedures and philosophy will be reviewed as necessary by an appropriate joint committee. (See Article 37).

G. Opportunity to Improve

A teacher who needs additional development or assistance in meeting the teaching standards will be afforded an opportunity to improve.

H. Coaches

Coaches will be evaluated according to the Coaches Evaluation Procedures/Forms.

I. Timeline

All final teacher evaluations should be completed and delivered to each teacher by May 15th.

ARTICLE 22

TEACHER FILES

A. File Contents

No material, excluding reference and information obtained in the process of evaluating the teacher for employment, which is derogatory to a teacher's conduct, service, character, or personality, shall be placed in the files unless the teacher has had an opportunity to read such material by affixing his/her signature on the actual copy to be filed with the understanding that such signature merely signifies that he/she has read the material to be filed. Should a teacher refuse to sign the material to be filed, such fact shall be noted and filed in the teacher's folder.

B. Response

The teacher shall have the right to immediately answer any material filed, and his/her answer shall be reviewed by the Director of Personnel and attached to the file copy.

C. Access to File

Upon request by the teacher, he/she shall be given access to his/her file, excluding recommendations and information obtained in the process of evaluating the teacher for employment.

D. Copy of Contents

Upon reasonable written request, the teacher shall be furnished a reproduction of any material in his/her file, excluding recommendations and information obtained in the process of evaluating the teacher for employment.

E. Removal

Personnel files or any of their contents will not be removed from the Board of Education Building without the consent of the teacher, except in cases where it may be necessary in judicial proceedings. The confidential nature of this material will be honored at all times.

F. Confidentiality

Other than the teacher, no one may have access to a teacher's file other than his/her principal and the Administration, or a fact-finder involved directly in a grievance procedure initiated by the teacher.

ARTICLE 23

CLASS SIZE

Class Size

The goal of both the Board and the Association is to insure the high quality of education by following the limits set forth below in class size. Be it also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should meet the standards set by the Arkansas Department of Education.

ARTICLE 24

TEACHING HOURS AND LOAD

A. Teacher Time Before and After School

Teachers are encouraged to spend additional time before or after school within reasonable limits and on an occasional basis in order to comply with parental requests for personal conferences. The restrictions stated in this Article should not be construed to imply that teachers may not or should not arrive at school earlier or remain later than the times specified.

The teacher's work time, before and after school, shall not be considered instruction time. A teacher may be assigned supervisory duties during this time without additional compensation. However, this shall not exceed one (1) ten (10) minute assignment per week.

Teachers assigned non-teaching duties that require more time than specified in this Article will be compensated as set forth in Section H and I of this Article and Appendix B of the Salary Schedule.

Every teacher shall have a duty-free, uninterrupted lunch period (except in case of emergency when teachers will be required to respond) of thirty (30) minutes.

The hours of service shall be continuous and in no instances shall the teacher's workday exceed the provisions set forth in this Article.

Teachers not supervising students may leave school up to fifteen (15) minutes prior to the end of their regular school day:

1. On Fridays and on days preceding holidays or vacations. Teachers will be allowed to leave during prep period when students leave on all Fridays and all Wednesdays.
2. To attend meetings directly related to the educational field. Teachers may be requested to indicate in writing what meeting they are attending.
3. Every teacher shall have a duty-free, uninterrupted lunch period of 30 minutes except in cases where a teacher has volunteered to perform supervision of playground/cafeteria during this time.
4. Both the Board and the Association agree that there will be no coercive measures taken to solicit volunteers and that there will be no reprisals of any kind taken against any teacher who chooses not to volunteer.
5. Under no circumstances shall teachers be involuntarily assigned to playground/cafeteria supervision.
6. The Board further agrees that the Building Administrators will maintain a high degree of visibility and support.
7. Any teacher who is performing supervisory duties on the playground or in the cafeteria shall be given release time from his/her instructional duties for any discipline-related activities resulting from the supervisory duties.

B. Teacher Schedules
Elementary

The teaching load of elementary school teachers shall not exceed twenty-eight (28) hours of instruction per week. Every elementary teacher will be guaranteed a minimum of two hundred seventy (270) minutes of preparation per week.

Elementary teachers will report to class five (5) minutes before the pupil's instructional day begins and remain thirty (30) minutes after the pupil's instructional day ends.

A fifteen (15) minute unassigned relief period will be provided for each elementary teacher each day.

Secondary (Middle School and High School)

The normal daily teaching load for middle school and high school teachers shall not exceed five (5) teaching periods, a preparation period, and a homeroom period. This shall not exceed five and one-fourth (5 1/4) hours of instruction time each day. Assignment to a supervised study period or homeroom shall be considered the same as instruction time for the purpose of this Article.

Teachers who are requested to teach a sixth class in schools where the normal load is five classes and accept the assignment shall be paid 10% of their base salary. In schools with different normal teaching loads the teacher will be paid 10% of their base salary for each class above the normal for that school.

Secondary teachers shall report to school fifteen (15) minutes before their instructional day begins and remain at school until the instructional day ends. Secondary teachers will supervise the students in their classroom ten (10) minutes before their instructional day begins.

Secondary teachers may leave the building when the students do.

C. Travel

Travel time will not be taken from the preparation period for teachers who must travel from one school to another. If preparation must be lost to allow a teacher to travel between schools, a stipend of \$2,000 will be paid to the teacher.

D. Department Coordinators

1. The parties agree that the same Department Coordinator positions in effect in 1998-99 shall be retained for the duration of the agreement.
2. Department Coordinators are to be selected by the Principal with the approval of his/her supervisor.
3. The Department Coordinator shall serve in coordinating and administering affairs of the department shall be responsible for the expenditure of all fees and funds allocated to the department, subject to the approval of the principal, shall work in the area of curriculum improvement, and shall serve as a liaison between the teachers in that department and the school administration. Department Coordinators shall have no role in evaluating the teachers in their department.

E. Non-Teaching Duties

Teachers will not be assigned non-teaching duties during the pupil's regular school day without first being consulted by the principal. Such non-teaching duties shall not be assigned in place of a teacher's preparation period. Teachers will not be assigned non-teaching duties before or after their regular workday without their permission, except in cases of emergency. Teachers who accept non-teaching duties on a continuing basis shall be compensated for such duties as set forth in Appendix B.

F. Extra Curricular Activities

Teachers shall not be assigned to sponsor an extra-curricular activity without being consulted by the principal and shall not be asked to sponsor more than one (1) such activity unless they volunteer to do so.

G. Faculty Committee Assignments

A teacher shall not be asked to serve on more than two (2) faculty committees each year and shall be consulted by the principal before being assigned such duties. Faculty committees shall be appointed by the principal after conferring with the Building Coordinating Committee. Meetings of faculty committees shall be held on school time whenever possible.

H. Equal Distribution of Assignments

Assignments of non-teaching duties, faculty committee appointments, and extracurricular activities should be equitably distributed and rotated where preferences of teachers overlap.

I. Parent Teacher Conferences

The desirability of parent-teacher conferences, particularly at the elementary school level, is hereby acknowledged by the Association and the Board. It is also recognized that such conferences, in order to be valuable, need to be conducted in a pleasant, unhurried atmosphere. Be it hereby agreed, therefore, that every effort will be made by the Administration to see that teachers have sufficient time to prepare for and conduct parent-teacher conferences when they are deemed necessary on an individual basis.

ARTICLE 25

TEACHING MATERIALS

A. Textbooks Provided Students/Teachers

The Board guarantees to make available to each student in grades 1 through 8 sufficient basal textbooks in subject areas which require their use. The Board also agrees to make every effort to provide supplementary materials for growth and enrichment. Teachers will be provided teacher editions of all textbooks that they are assigned to teach.

All vocational teachers shall be able to request before the end of the teacher's current contract any supplies which shall be needed to open school the following year. (All orders shall be dated July 1.)

B. Textbook Selection

The Board agrees that before a change in textbook is made, or a new textbook is selected, supervisors and the textbook committee will jointly discuss such changes or selections with the teachers affected by the change, and the teachers' recommendations shall be one principle criterion upon which the textbook committees base the final selection.

C. Instructional Budget

Within the confines of the budget, teachers will be provided sufficient teaching equipment and supplies necessary to support an effective education program. Each department coordinator shall confer with the members of his or her department. All teachers or their department coordinators shall meet with the principal to discuss the school's allocations for equipment and supplies to his/her principal or department coordinator each spring. The principal shall make an instructional budget for the school, distribute it, and discuss it, as well as any subsequent changes, with the faculty.

D. Care of Textbooks

The Board and Association agree that teachers and administrators share an equal responsibility in caring for teaching materials provided; therefore, teachers and administrators are expected to make every effort to cause students to properly care for teaching materials and to monitor the care of teaching materials by students.

ARTICLE 26

TEACHER FACILITIES

The Administration and the Association will work together to see that every effort is made to provide each school with the following facilities for teachers:

A. Work Area

A separate work area for teachers containing adequate equipment and supplies to aid in the preparation of instructional materials. This work area shall include, as a minimum, the following items:

1. Copy equipment with all necessary supplies in sufficient quantities.
2. A serviceable typewriter with adequate supplies.
3. A table large enough to assemble multiple-page tests or other instructional materials.
4. A serviceable calculator.
5. Equipment and supplies for making transparencies.

Students shall not be allowed in the teachers' work area. If teachers deem it necessary, the work area shall be locked at all times, and each teacher shall be provided with a key to the workroom.

B. Lounge

An appropriately furnished room (in addition to the aforementioned teacher work area) for the exclusive use of the professional staff as an employee lounge. The employee lounge will include the following minimum facilities:

1. A telephone
2. Comfortable couch and chairs
3. A serviceable refrigerator
4. A radio or television set
5. Newspaper and magazines
6. Refreshment facilities (coffee, soft drinks, candy, peanuts, etc.)
7. Rest rooms
8. Bulletin board (all notices concerning teachers shall be posted on this bulletin board)

C. Dining Area

A separate dining area for teachers capable of seating at least fifty (50) percent of the staff. If this is not possible, comparable facilities shall be provided in the employee lounge.

D. Restrooms

Well-lighted and clean teacher restrooms, if such facilities are not provided in the employee lounge.

E. Sick room and Rest Area

A sick room and rest area for teachers.

F. Storage Space

Suitable space for each teacher to store coats, overshoes, and personal articles.

G. Communication System

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

H. Parking Facilities

Free and adequate off-street parking facilities, properly maintained and identified for the exclusive use of the professional staff. If this is not possible, the Board will contact the City and request that a study be made at each school to improve parking where needed.

I. Classroom Facilities

Within the financial ability of the District, properly lighted, ventilated, heated, and maintained classrooms with minimum facilities as follows:

- a. Student desks (ample, serviceable, and suitable)
- b. Serviceable teacher's desk and chair
- c. Filing cabinet
- d. Storage space for instructional materials and supplies
- e. Ample bulletin board and blackboard space

J. ADA Accommodations

The Administration will make every reasonable effort to insure that all building facilities properly accommodate the physical limitations as required under ADA.

If a teacher is not assigned a classroom, a serviceable teacher's desk, chair, and filing cabinet will be provided for his/her exclusive use somewhere in the building.

For teachers who serve primarily support functions (counselors, librarians, etc.) every reasonable effort shall be made to provide them with their own office/room with appropriate office supplies and equipment.

ARTICLE 27

TEACHER AUTHORITY

A. Board Support in Discipline

The Board and the Association recognize that teachers and administrators bear equal responsibility for the enforcement of discipline in their assigned schools. The Board also recognizes that administrators set the tone for the overall building climate and bear significant responsibility and authority for the enforcement of discipline as presented in the Student Rights and Responsibilities Handbook.

The Board recognizes its responsibility to give its full support and assistance to teachers in regard to maintaining control and discipline in the classroom through the use of reasonable pupil control measures. Therefore the parties agree that they will take appropriate disciplinary measures consistent with the Student Rights and Responsibilities Handbook.

B. Shared Responsibility

Upon accepting employment in the Little Rock School District, classroom teachers assume their appropriate share of the responsibility for pupil discipline in the classroom, in the halls, and on the campus of the school where they teach. When the teacher 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. Nothing in this section shall be construed to imply that a teacher is responsible for student behavior outside of the regular workday (except in cases of emergency).

C. Physical Restraint

In its support of its teachers, the Board recognizes the right of the teacher to use physical restraint when conditions are such as to threaten the physical well-being of the teacher or a student.

D. Disciplinary Plan

Prior to the start of the school, each school will develop a building disciplinary plan that all parties will follow in dealing with disciplinary action of students. It will include classroom and building procedures that teachers and administrators shall follow which insures strong discipline and due process for students. These procedures shall incorporate and be consistent with guidelines in the Student Rights and Responsibilities Handbook (SRRH).

E. Principal's Office

The Association agrees that teachers should handle minor infractions of rules and minor disciplinary problems to the extent possible. When this is not possible, teachers have the right to send students to the principal's office or designated locations.

The teacher will send a brief explanation of the problem with the previous steps taken to the appropriate office as soon as possible, but by the end of the teaching period in secondary schools or within one (1) hour in elementary schools. The teacher may make a recommendation for appropriate action. The administration will take appropriate action that shall incorporate and be consistent with the guidelines in the Student Rights and Responsibilities Handbook (SRRH).

The student may report back to class after meeting with the principal or his/her designee and will present an admission slip to the teacher indicating how the problem has been dealt with.

The teacher will receive within two (2) working days a written report of the conference. A copy of this report, together with the teacher's statement of the original problem, will be filed.

F. Discipline Oversight Committee (DOC)

In addition the parties agree to establish a Discipline Oversight Committee (DOC) for the LRSD.

Purpose of the DOC

The DOC shall review and report on discipline and SRRH compliance issues. It also shall serve as an advisory committee to the Superintendent of Schools in matters relating to student discipline, safety, and security issues within the LRSD.

By the end of September of each school year the DOC for the LRSD shall review the discipline plan of each school to ensure that it incorporates and is consistent with the SRRH and the District policy and procedures.

By May 1 of each year the DOC shall review discipline management in the District and compile a report to be sent to the Superintendent of Schools and the Association.

Composition of the DOC

The DOC shall be comprised of five administrators and five members appointed by the Association. None of the members of the DOC may work at the site being reviewed. The DOC also shall serve as an advisory board to the Association and the Superintendent of Schools.

DOC Review Procedure

If the teacher believes that the action taken by the building administration was not consistent with the building discipline plan and the SRRH, the teacher may ask the BCC to review the action.

If the BCC establishes that the administration has committed a violation of, or failed to follow, the plan and/or the SRRH, the BCC may ask that the DOC for the LRSD review discipline enforcement at the school.

If any school's BCC wishes to have a DOC review the discipline enforcement at the school, the BCC must notify the Assistant Superintendent for Student Discipline in writing. The notification must include the name of the school, the specific instances which give rise to the requested review, and a brief summary of the facts as they relate to those incidents. The BCC should also include the principal's action or response to the BCC concern if it is not satisfied with the resolution at the building level. The DOC will ask the BCC chairperson, the principal, and the teacher(s) involved for any information it needs to review before drawing its conclusions.

Within five days of the receipt of the notification, the Assistant Superintendent for Student Hearing will arrange a meeting to review the complaint. Within five days after the meeting, the findings of the DOC will be sent to the school's principal, the BCC chairperson, the Associate Superintendent for School Services and the Association. (During the term of this contract, the DOC also shall send a copy of its finding to the Little Rock School Board.

G. Exclusion Procedure

The Board agrees that all teachers have the right to exclude a pupil from class when his/her presence is intolerable to the learning process. Under such circumstances, the pupil will be referred to the principal. Within forty-eight (48) hours of the exclusion, the principal shall arrange a meeting. Such meeting shall include the principal, the teacher, the pupil's parents and any specialist deemed necessary by any of the parties. Following this meeting, the principal and teacher will make a joint decision on the disposition of the case. In the event the teacher and principal do not reach a joint decision, the matter shall be referred to the appropriate assistant or associate superintendent. In a secondary school, if the student is excluded from the same class a second time, he/she may be dropped from that course for the remainder of the year. In an elementary school, if a pupil is excluded a second time, he/she may be transferred to another teacher's class or to another school.

If the student continues to be disruptive to the learning process in his/her new environment, placement in an alternative setting or a recommendation for expulsion for the remainder of the year is in order.

H. Student's Due Process Rights Records

Individual records will be maintained on student discipline and will be available to teachers as an aid for determining disciplinary recommendations concerning particular pupils.

I. Suspension

Any student whose suspension is on appeal may be required to attend an alternative classroom or other alternative setting during the appeal. During that time the student may not return to the class of the teacher initiating the referral which resulted in the suspension except by permission of the teacher.

J. Alternative Classrooms

The Board and the Association agree that effective alternative classrooms/settings are an effective tool for maintaining an orderly school and classroom environment. Therefore, to the extent possible, the Administration agrees to the establishment of alternative classrooms or settings for every school.

K. Due Process Rights

Nothing in this article should be interpreted to supersede student's due process rights for a hearing where appropriate.

L. 504 Students

The parties recognize that students covered by IDEA and Section 504 of the Rehabilitation Act of 1973 have statutory rights that supercede the normal disciplinary plan for students. Therefore, a special section of the SRRH shall specify the appropriate action for teachers and administrators to take in dealing with disciplinary infractions committed by students covered by these statutes.

M. Committee

The committee that reviews and recommends changes to the SRRH will consist of the following members appointed by the Association: the president, the executive director: three (3) teachers (one from each level): one special education teacher: and one parent.

The District appointees will consist of the following members: Assistant Superintendent for Student Hearing: three (3) building administrators (one from each level): one special education administrator: one parent, and one additional appointee.

Four students will be appointed to the committee as non-voting members to ensure input from students in the development of the SRRH. Two (2) of the students will be from middle schools and two from high schools.

ARTICLE 28

BUILDING COORDINATING COMMITTEES

A. Advisory Committee

An advisory committee of staff members exclusive of administrators and supervisors shall be created in each school building from the faculty of that building.

B. Selection of Committee Members

1. In schools having a faculty of fewer than twenty-five (25) staff members, the committee shall consist of three (3) staff members. Members of the committee shall be elected by the staff in the building. One (1) position on each Building Coordinating Committee shall be filled by a faculty representative.
2. In school having a faculty of at least twenty-five (25) staff members but fewer than fifty (50) staff members, the committee shall consist of five (5) staff members. Members of the committee shall be elected by the staff in building. One (1) position on each Building Coordinating Committee shall be filled by a faculty representative.
3. In schools having a faculty of fifty (50) or more staff members, the committee shall consist of seven (7) staff members. Members of the committee shall be elected by the staff in the building. One (1) position on each Building Coordinating Committee shall be filled by a faculty representative.

If a staff qualifies for more than one (1) Association building representative, one (1) of the building representatives will be chosen by the staff by secret ballot to fill the position reserved for a building representative. This does not prohibit a faculty from electing other building representatives to the Building Coordinating Committee.

C. Elections

All elections of the members of the committee selected by the staff in the building shall be conducted by the building representatives of the Association within the school. Such elections shall be conducted by secret ballot. All staff, members and non-members of the Association, shall be eligible to vote for and hold elective positions on the committee. The chairperson of the Building Coordinating Committee shall be elected by the committee by secret ballot. Under no circumstance shall the administration interfere with the election of BCC members or with the submissions of recommendations or concerns of the staff.

If the faculty chooses not to elect a BCC or is unwilling to elect candidates to serve by acclamation, then the faculty and alternate representatives may coordinate and present any suggestions or recommendations by the faculty for improving any condition or solving any perceived problems in that building.

D. Committee Function

In September, the building representative will submit a list of the committee members to the principal who will, thereafter, schedule a monthly meeting with the Building Coordinating Committee for the purpose of:

1. Reviewing and discussing conditions in the school and any problems which may exist. Except any disputes between or among staff shall not be an appropriate subject for the

BCC. Such matters shall be handled and dealt with in a confidential manner by the principal.

2. Developing, reviewing and revising procedures within the building. (Such building procedures shall not be inconsistent with school board policy.)
3. A principal may choose not to implement, for good cause, procedures and/or recommendations of the Building Coordinating Committee. In such cases, the principal shall respond in writing as soon as possible to the Building Coordinating Committee and list the basis for non-implementation of the procedures.
4. After reviewing the principal's response, the Building Coordinating Committee may appeal the decision to the Associate Superintendent-Curriculum and Instruction and the Superintendent.
5. If after fifteen (15) working days following the filing of the appeal under section D-4 the problem has not been solved or resolved to the satisfaction of the Building Coordinating Committee, the matter may be presented to the Board by the Association at its next regular meeting.

Cases handled through D-5 of this Article shall not be resubmitted as a grievance in accordance with Article 4 of the Agreement.

Decision of the Board rendered in such cases shall apply only to that school and shall not constitute District-wide policy.

E. Additional Meetings

Additional meetings may be held at the request of either party. However, all meetings must be held within the building.

F. Additional Staff Present

Either party may have additional staff from the building present at any meeting. If further action is required on an issue, it must be channeled through the normal Administration-Association channels.

ARTICLE 29

BUILDING PROCEDURE

A. Mailboxes

Teachers shall check their mailboxes upon arriving at school in the morning and before leaving school in the afternoon. All mail shall be placed in the teachers' mailboxes as soon as possible after it is received.

B. Leave School During Preparation Period

Teachers may leave school during their preparation period on matters of school business but shall notify the office before doing so. With the approval of the principal, teachers may leave school during their preparation period for reasons other than school business. The above restrictions do not apply to teachers leaving school during their lunch period. No teacher shall be required to sign in or sign out to indicate their presence in a building at the beginning or end of the work day.

C. Bulletins

Bulletins of all building activities shall be placed in each teacher's mail box.

D. Activities

A monthly schedule of all activities (building and system) shall be made available to each teacher at the beginning of each month.

E. Class Interruptions

Since class interruptions are a deterrent to effective classroom activities, every effort will be made to keep such interruptions at a minimum. The principal and Building Coordinating Committee will be responsible for jointly developing and evaluating guidelines for reducing class interruptions.

F. Assemblies

Except in emergency situations, the following shall apply to assemblies:

1. Teachers will be notified of all assemblies not listed on the monthly calendar at least one (1) week before the assembly.
2. No more than one (1) assembly shall be scheduled in any one (1) week.
3. No assemblies will be scheduled during the last two weeks of a semester.

G. Recording Grades

Teachers shall not be required to record grades for any grading period while students are in attendance for that grading period. (Exception: The recording date for the last grading period will be negotiated as part of the annual school calendar.)

H. Student Information

The following information shall be made available to all teachers at the beginning of school or as soon as possible after a student enters school. Such information shall be treated in a confidential manner:

1. Achievement scores.
2. The names of their students who qualify for services under IDEA or "Section 504".

Data obtained from individual tests administered by certified psychological examiners will also be made available to teachers.

I. Student Placement

Principals, through consultation with counselors (if available) and teachers, shall determine the placement of all students in groups based upon individual achievement scores.

J. Student Teachers

A student teacher will not be assigned to a teacher without the teacher's approval. The supervising teacher shall schedule and direct all activities of the student teacher assigned to him/her.

K. Preschool Registration

Teachers will not be required to take part in preschool registration when the time of such preschool registration is not clearly within the teacher's contract period.

L. Department Funding

In secondary schools, all departments not requiring fees shall be given a reasonable allocation for general operating expenses at the beginning of each school year.

M. Lesson Plan Book

An individual teacher's lesson plan book shall be subject to the review of the principal at any time, but teachers shall not be required to make their lesson plan books available on a scheduled basis.

N. Parent-Teacher Conference

Teachers are encouraged to arrange conferences with parents and are expected to comply with reasonable requests from parents for such. Where possible, parent-teacher conferences will be scheduled during the teacher's preparation period. The time and place of conferences scheduled by the office must be approved by the teacher before the conference is scheduled.

O. Private Educational Agencies

Teachers shall not be required to confer with or furnish data to private educational agencies (e.g., tutoring services). Teachers may voluntarily participate in such activities if the private agency has the prior approval of the parent and Superintendent.

P. Access to Buildings

Upon request, provisions may be made for giving teachers access to the building when school is not in session.

Q. Principal and Coordinating Committee

The Board and the Association subscribe to the philosophy that the school should be a model of democratic decision-making and that the teaching staff should be cooperatively involved in planning relative to their professional responsibilities. The parties thereof agree that the principal shall consult with the Building Coordinating Committee in the spring prior to the assignment of classrooms and all extra duties to teachers for the following school year. A teacher shall not be required to accept an assignment without a classroom for two consecutive years, except for good cause such as, but not limited to, teachers who instruct children in the children's regular classroom, teach small groups, or need special facilities which must be shared.

R. Collection for Field Trips

When budgeted moneys for field trips are unavailable, teachers may collect a nominal sum of money from students who wish to attend a field trip which the teacher and principal determine is educationally beneficial. If any children are financially unable to obtain the finances for such trip, every effort should be made to appropriate the moneys from every available source to provide said funds.

S. Unlisted Procedures

Any building procedures not covered in the above shall be open to joint discussion by the principal and the Building Coordinating Committee within the terms of this Agreement. No individual school policy shall take precedence over policies applying to the District as a whole.

T. Verbal Abuse at Parent Conferences

No teacher shall be required to participate in/attend a parent conference in which the teacher is threatened or verbally abused. In the event a teacher believes he/she has been threatened or verbally abused by a parent, any future conferences between the teacher and the parent must be attended by an administrator if requested by the teacher.

U. Interference of Instruction

Teachers should notify their administrator if they believe a parent(s) is actively interfering with the delivery of instruction in his/her classroom.

ARTICLE 30

IN-SERVICE EDUCATION

The Board and Association agree that effective, comprehensive, and relevant in-service courses which meet the needs of the practicing classroom teacher will result in a more effective instructional program for the students in the District and will enhance student achievement.

Therefore, the parties agree to establish a standing committee in accordance with Article 37 to conduct an annual review of the District's in-service program. In order that the committee have some direction, yet remain unencumbered with imposed restrictions, it shall at least be responsible for:

Developing its own operational guidelines and a system to evaluate current course offerings.

Developing recommendations for future in-service courses as well as a procedure for selection, implementation, and evaluation of such courses.

ARTICLE 31

SUBSTITUTES

A. List

The Board agrees at all times to maintain an adequate list of substitute teachers who, to the fullest extent possible, meet the general and subject area requirements (where applicable) of the State of Arkansas. No substitute shall be called to teach outside his/her subject field until the list of qualified teachers in that field has been exhausted.

B. Report Absences

At the beginning of each school year, the principal/designee in each school will give the teachers a telephone number to call before 6:30 a.m. to report their unavailability for work. In addition teachers are required to call S.O. S. per Article 11 A. 1. Once a teacher has reported his/her unavailability, it shall be the responsibility of the Administration to arrange for a substitute for all personnel covered by this Agreement.

C. 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.

In Elementary Schools:

- a. The students in the absent teacher's classes will not be placed in another teacher's class until every effort has been exhausted to get a substitute.
- b. Instructional aides not required by IDEA or Section 504 of the Rehabilitation Act of 1973 will be used to substitute before teachers are required to substitute.
- c. Specialists may be utilized to substitute during unassigned time over 270 minutes prep time before other teachers are required to substitute.
- d. A rotation of specialists (exclusive of those paid with federal funds) will be developed in each school to ensure equity in their assignment to substitutes.

When elementary 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 ¼ month teacher for the major portion of each hour, rounded to the nearest ½ hour, that they are required to substitute.

In Secondary Schools:

- a. The Administration will solicit teachers to volunteer to serve as substitutes during their prep period.
- b. Those teachers requesting to substitute on their prep periods will be utilized first.
- c. During their prep period(s) teachers may be required to cover classes other than their own when no substitutes are available.
- d. A roster of all teachers on their prep periods shall be developed for each period, and a rotation (exclusive of those teacher paid with federal funds) will be developed in each school to ensure equity in their assignment to substitute. The assignments will be rotated after the volunteer pool has been exhausted.
- e. Secondary teachers who serve as substitutes shall be paid one-twentieth (1/20) of one percent (.0005) of the annual base salary for a 9 ¼ month teacher for the major portion of each hour, rounded to the nearest ½ hour, that they are required to substitute.

ARTICLE 32

MEETINGS

A. Types of Required Meetings

Teachers may be required to attend the following meetings:

1. Five (5) general staff meetings a year called by the Superintendent or his designee. Three (3) of these meetings may be allocated to other purposes, such as building level work sessions for North Central Association/ACSIP.
2. One (1) regularly scheduled faculty meeting each month. At the beginning of each school year, the principal in collaboration with the Building Coordinating Committee will agree on a set time and date for each of these regularly scheduled monthly faculty meetings. If a regularly scheduled faculty meeting must be canceled due to circumstances beyond the district's control, the meeting can be rescheduled. The principal, upon consultation with the Building Coordinating Committee chairperson, may call an additional faculty meeting when necessary. Whenever possible, at least one (1) day's notice will be given to teachers for any rescheduled or additional meetings.
3. The Board and Association agree on the merit of high quality professional development. The parties agree that teachers will be involved in planning the content of professional development including the method of evaluation. Teachers will be given the opportunity to complete an evaluation at the conclusion of each meeting.

The following additional meetings may be used for building level or district level planning or professional development.

- a. Elementary
One (1) meeting per month
Elementary Grade Level – two (2) meetings a year
- b. Secondary –Middle Schools and High Schools (organized department, grade level or team meetings in school)
Seven (7) meetings per year
- c. Teachers new to the District may be required to attend, in addition to the regularly scheduled professional development, three (3) orientation meetings during the first semester of employment.

B. Other Meetings

Teachers may not be required to attend more than two (2) evening meetings each year for open house and/or parent visitation. The Association concurs with the Board that school-community relations should be a concern of teachers and agrees to encourage participation, when possible, in activities to promote favorable school-community relations. In order to facilitate maximum participation of the professional staff, the Building Coordinating Committee will be consulted before the scheduling of any evening meetings that are scheduled at the option of the school.

C. Attendance

Attendance at all meetings not specifically authorized in this Agreement shall be at the option of the individual teacher.

D. Length

All meetings held immediately after school shall not be scheduled for more than one (1) hour past the teachers' normal dismissal time. (This does not preclude the practice of allowing elementary schools to meet during the after school preparation time if the majority of the teachers in the building vote to forego that preparation time.) No meeting shall be prolonged after the regular agenda has been completed.

E. Notice

At least one (1) week's prior notice will be given for all meetings except in emergencies.

ARTICLE 33

TEACHERS' RIGHTS

A. Professional Rights

The Board recognizes that teaching is a profession and agrees that teachers shall be accorded all rights and privileges normally granted such personnel.

B. Non-Discrimination

The Board agrees that it will not discriminate against any teacher with respect to terms and conditions of employment by reason of his/her membership in the Association and his/her participation in any activities of the Association, including negotiations with the Board, under this Agreement.

C. Political Rights

The Board agrees that teachers shall not be deprived of any of their rights as a citizen including the exercise of all political rights.

D. Academic Freedom

The Board and the Association agree that teachers shall have full academic freedom in the teaching methods and techniques that they use in the classroom in developing the prescribed curriculum as long as such methods and techniques are conducive to good and acceptable educational practices.

E. Grade Change

The Board agrees that if a grade is changed by a principal, the principal must initial the change and inform the teacher, in writing, that a change has been made and reasons why the change was necessary. If the teacher is dissatisfied with the reasons provided by the principal, the teacher may appeal the principal's decision to the appropriate Assistant Superintendent for School Services.

ARTICLE 34

TEACHER PROTECTION

A. Hazardous Conditions

Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

B. Report Assaults

Teachers will immediately report to the school principal all cases of assault in which they are involved while acting in the course of their employment.

C. Investigation

This report will be forwarded to the Superintendent and the Superintendent and the Board will comply with any reasonable request from the teacher for information in their possession relating to the incident or the persons involved and will act in appropriate ways as liaison between the teacher, police, and the courts.

D. Legal Support

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

E. Legal Counsel

If criminal or civil proceedings are brought against a teacher alleging wrongful conduct arising out of his/her employment, the Board shall furnish legal counsel to defend in such proceedings and shall give support and other assistance to him/her as are necessary except in those cases where either the Board of Directors is the plaintiff in the case or the alleged actions of the teacher that prompted the proceedings are clearly not within the effective policies of the School System.

F. Compensation for Absence

Whenever a teacher is absent from school as a result of personal injury caused by either an assault or other violent act committed against the teacher 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 Board shall have the right to have the teacher examined by a physician designated by the Board for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing his/her duties, and the opinion of said physician as to the said period shall control.

If a teacher contests the decision of the physician, the teacher 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.

G. Conditions of Repayment

Any moneys paid to an injured teacher as a result of civil action (except those paid for punitive damages or those which compensate for permanent disability) or through workmen's compensation which is paid in part or in full for the purpose of compensating for the inability to perform their duties during the time period specified in paragraph F. 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 F. above.

H. Personal Property

The Board shall reimburse teachers for any theft, damage, or destruction of personal property used for classroom instruction, where the negligence of the teacher is not involved, provided an itemized list with approximate value of each item has been filed in the principal's office prior to the personal items being placed on school property and provided the principal has approved the list as submitted.

I. Fund Raisers

If a teacher volunteers to conduct a fund raiser or to sell products for the benefit of the students in their charge, such teachers will be required to follow the procedures outlined in an official District handbook on fund raising developed and distributed by the Administration.

All teachers handling money will be given specific written direction in the requirements for collecting, depositing, and accounting for all money collected. Directions will be included in individual schoolteacher handbooks and will be discussed in the preschool workshop. Employees will not be allowed to commingle District and personal funds under any circumstance.

J. Overpayments

The parties recognize that occasionally the District may make an overpayment to an employee. The parties also recognize the right of the District to recoup such overpayments. However, whenever the overpayment exceeds \$25 the employee shall have the right with an association representative to negotiate a repayment schedule, which will not extend beyond the District's closing date for its fiscal year.

ARTICLE 35

PROFESSIONAL CONDUCT

A. Compliance

Teachers are expected to comply with rules, regulations, and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement. A teacher should refuse to carry out an order which threatens physical safety or well-being or is a professionally demeaning duty not normally found in the teacher job description.

B. The Association and Professional Conduct

The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. The Association shall attempt to prevent and correct such breaches of professional conduct by teachers.

C. Tobacco or Tobacco Products

The use of tobacco or tobacco products is prohibited at all times in all school buildings, on school grounds, in all District administration buildings and in vehicles owned by the District.

ARTICLE 36

SUMMER SCHOOL

A. Postings

Announcement of summer school dates and tentative subject matter offerings will be made and posted in each building no later than April 1 of each school year. Applications for teacher positions must be submitted by April 15.

Teachers who have applied for such summer school positions will be notified of the action taken regarding their applications no later than May 20. If a teacher is offered and accepts a position in summer school, he/she shall receive a minimum salary of twenty (20) percent of the full compensation even if it is determined later that his/her services are not needed.

B. Rules for Filling Positions

Positions in summer school will be filled in accordance with the following rules:

1. No application for summer school employment from teachers who have been so employed in each of the immediate past two (2) years will be considered until all other qualified applicants for that position have been considered.
2. No teacher shall be employed to teach in summer school outside his/her certified teaching field unless there are no applications from teachers assigned to that field.

ARTICLE 37

JOINT COMMITTEES

The Board recognizes that members of the teaching profession have specialized educational qualifications and knowledge which make their active and unencumbered participation in deliberations leading to administrative practices and procedures desirable.

A. Ad Hoc Committees

1. The Board and the Association agree that joint committees may be established on an ad hoc basis by mutual agreement of the Superintendent and the Association.
2. Joint committees shall consist of the following members:
 - a. Five (5) classroom teachers
 - b. Five (5) administrators
3. Additional members from other employee groups may be added by mutual agreement of the Superintendent and the Association. Each group will choose its own representatives to the joint committees.

B. Administrative Committees

1. All administrative committees assigned to work in areas affecting teachers as well as textbook selection, curriculum, and special state and federal program committees shall be composed of a minimum of fifty percent (50%) Association members. One-half of the committee members shall be appointed by the Association and the other half appointed by the Board or its designee except when in conflict with requirements of applicable law.
2. The Association recognizes that the Board has the right to establish broad-based committees or task forces in areas other than paragraph 1, where a wide variety of stakeholders is necessary. Examples include the reorganization of the district, consideration of a millage increase, formulation of a strategic plan, and district-wide improvements in school technology. The Association shall be asked to submit names of its appointees to such committees or task forces. The number of Association representatives on the committee shall not be less than the greatest number of representatives of any other individual group. The committees or task forces shall make every effort to reach a consensus. However, any representative or group of representatives retains the right to submit a minority report or position paper to the Board and Superintendent.

C. Minutes

The minutes of all meetings will be promptly distributed to the presidents of all participating groups and to the Superintendent.

D. Subcommittees

Each committee may establish as many sub-committees within their group as they feel are necessary. All committees may have complete access to all school records (except those prohibited by law or individual personnel files of staff members), personnel, equipment, and supplies needed for their work as long as this does not conflict with normal school operations. Committees should utilize any and all available community, state, and national resources applicable to their responsibility.

E. Recommendations

Each joint committee established shall make recommendations to the Superintendent, with copies to the Board and the Association.

ARTICLE 38

ASSOCIATION RIGHTS AND PRIVILEGES

A. Association Business

Members of the Association or its duly authorized representatives shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations.

B. Use of Facilities

The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the desired time and place of all such meetings so that an effort can be made to resolve any conflict in schedule. When special custodial service is required, the Board may make a reasonable charge for such services.

C. Association Meetings

The following days - 2nd Wednesday, the immediate following Thursday, and 4th Wednesday - shall be set aside in the monthly schedule of meetings for Association meetings. No other meetings will be scheduled on these days.

D. Building Coordinating Committee

The Building Coordinating Committee shall have the right to use school facilities and equipment, including typewriters, copy machines, and types of AV equipment at reasonable times when such equipment is not otherwise in use. Such use shall be limited to activities of the school where the Building Coordinating Committee members are assigned.

E. Interschool Mail

The Association, in the performance of the Association's professional activities, will have the right to use the inter-school mail facilities and shall have the right to place notices, circulars, and other materials, on faculty bulletin boards, and in teacher mailboxes. The Association office shall be included as a scheduled stop on the school mail route. The Association agrees not to gather or disseminate political advertising or material inherently disruptive to the classroom learning environment through District facilities.

F. Purchase of Supplies

The Association shall have the right to purchase expendable office supplies and other materials from the Little Rock School District Material Supply Center.

G. Bulletin Boards

The Association shall have the exclusive use of a bulletin board in each school building located in the teachers' lounge or in an appropriate location convenient to teachers.

H. Board Rules, By-Laws and Regulations

The Board shall provide the Association with ten (10) copies of its rules, bylaws, and regulations when available and ten (10) copies of any revisions or amendments thereafter.

I. School Publications

The administration shall provide the Association with a copy of all school publications that relate to teachers.

J. Agenda and Minutes

The Board will provide the Association with an advance copy of the agenda for each official Board meeting. Following each meeting, sufficient copies shall be furnished to the Association for distribution to the individual schools. Copies of the minutes of each official Board meeting shall be sent to the Association as soon as they are approved by the Board but no later than 72 hours after they have been approved by the Board.

K. Printed Contracts

Printed Contract

1. The Board shall provide all teachers a copy of the negotiated contract no later than 60 days following ratification by the respective parties.
2. Teachers new to the District shall be provided with a copy of the current agreement.
3. The cost of printing the employee agreement shall be borne by the District.

L. Regular Meetings with Superintendent

The Superintendent shall meet monthly during the school year with representatives of the Association.

M. President's Release Time

At the request of the Association, the President shall be given full released time for the performance of Association duties, and the Association will reimburse the District for the full cost (salary and fringe benefits specified in Articles 9 through 12) of all such time.

N. Association Leave

Each year the Association will be granted up to thirty (30) days of paid leave for members participating in Association-sponsored meetings, conferences, or workshops. Costs for substitutes will be assumed by the Association. The Association's request for the leave should be received, whenever possible, at least (5) five days in advance by the Director of Human Resources with a copy sent to the principal.

O. Special Leave

1. The parties agree that one (1) day of personal leave may also be used each year for special leave for activities involving educational issues. The teacher is to pay the daily rate of pay for a substitute in order to be granted special leave. The building principal and SOS will be notified 48 hours before taking such leave.
2. No more than 12% of the teaching staff assigned to a building will be allowed to use special leave on any given day.
3. If, as determined by the Superintendent, the use of such special leave will affect the continuity of the district's educational programs, then the number of leaves allowed will be limited to the number of substitutes available after requests for substitutes for sick and personal leave are filled.
4. Special leave may not be taken:
 - a. on dates scheduled for standardized testing
 - b. during the last two weeks of a semester (secondary only)
 - c. during NCA/ACSIP visitations
 - d. the day before or after a pupil holiday
5. Such special leave will come from personal leave as outlined in Article 12. A. 2.

ARTICLE 39

MISCELLANEOUS PROVISIONS

A. Commitment

This Agreement shall constitute the full and complete commitment between both parties.

B. Incorporation

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

C. Board Policy

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

D. Inconsistency with Laws

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law or court order, then such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law or court order, but all other provisions or applications shall continue in full force and effect.

Any reasonable accommodation which might be necessary to comply with the Americans with Disabilities Act shall be made prior to the implementation of any provision of this contract with which the reasonable accommodation conflicts.

E. Notification

Whenever any notice is required to be given by one of the parties of this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or certified letter at the following addresses:

1. If by the Association, to Board at Board of Education Building, 810 West Markham Street, Little Rock, Arkansas 72201.
2. If by the Board, to the Association at 1500 West Fourth, Suite 305, Little Rock, Arkansas 72201.

F. Strike Clause

The Association agrees that it will not engage in a strike or other interruption of service during the period of this Agreement.

ARTICLE 40

WAIVERS

A. **Timeline**

To the extent possible, any proposal for waivers by a site or the District should be presented in writing to the Association by February 1 and processed in such a manner so as to enable the approval process to be completed by April 1. Waivers for proposals to be effective at times other than the opening of school shall be presented to the Association at least 90 days in advance.

B. **Proposals for waivers must include:**

1. Which parties the proposed waiver would impact;
2. The reason the waiver is needed and the goals that would be achieved if approved;
3. The timelines for implementation;
4. The resulting staff development needs;
5. A preliminary budget;
6. The evaluation and review process;
7. The specific provisions of the contract to be waived.

C. **Meeting**

Representatives of the District and the Association shall meet to discuss the reasons for and the ramifications of the proposed waiver. The parties will draft a Memorandum of Understanding and Agreement that covers the waivers needed for the implementation of the proposal.

D. **Voting at Site**

To approve the final language of the waiver memorandum, the members of the bargaining unit at the site must, by secret ballot, approve the waiver by a three quarters (75%) majority of the bargaining unit members affected. Those provisions of this agreement which are not waived would remain in full force.

E. **Memorandum of Understanding**

If the Memorandum of Understanding and Agreement is approved as described above, the District and the Association will consider the waiver to be in effect.

F. **Transferring to Schools with Waivers**

Any teacher requesting a transfer to a site that has contract waivers will be informed of the waivers before the transfer is finalized. Teachers assigned to sites where waivers are approved who do not wish to remain there will be considered 'involuntary transfers' and given priority to transfer to sites where similar waivers are not in effect.

ARTICLE 41

NATIONAL BOARD FOR PROFESSIONAL TEACHING NATIONAL STANDARDS

Recognizing the importance of a comprehensive support system for LRSD certified staff who are seeking to attain Board for Professional Teaching standards certification the Board will:

A. Representatives to National Conference

Send an LRSD Administrator and National Board Certified teacher to the annual National Board for Professional Teaching Standards National Conference.

B. Release Time

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

C. Use of Laptop

Provide NBPTS candidates with the use of a laptop computer for portfolio preparation.

D. Stipend

Effective for the 2004-2005 school year, teachers awarded the National Board Certification will receive an annual stipend of \$3,000.00.

ARTICLE 42

EFFECTIVE DATES AND DURATION

This agreement is effective from August 1, 2003 to July 1, 2005

IN WITNESS WHEREOF the parties have caused their corporate names to be hereunto subscribed by their respective presidents and attested to by the Superintendent of Schools of the Little Rock School District and the Executive Director of the Little Rock Classroom Teachers Association.

BOARD OF DIRECTORS
OF THE LITTLE ROCK
SCHOOL DISTRICT

LITTLE ROCK
CLASSROOM TEACHERS
ASSOCIATION



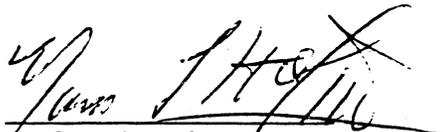
President



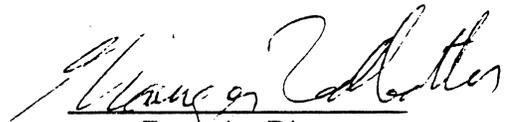
President

ATTEST:

ATTEST:



Superintendent



Executive Director

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