

AGREEMENT BETWEEN
THE LITTLE ROCK SCHOOL DISTRICT
AND THE
LITTLE ROCK EDUCATION ASSOCIATION

1. Preamble

The Little Rock School District (LRSD) Board of Directors¹ recognizes the Little Rock Education Association (LREA) as the representative of a majority of LRSD teachers and agrees to negotiate with LREA concerning “economic conditions of employment” pursuant to LRSD Board Policy HD. In accordance with Policy HD, this recognition of the LREA will continue so long as it is “deemed by the Board of Education to be in the best interest of the employees and the District.”

2. Management Rights

LRSD Board Policy HD requires “that an acceptable management rights clause be part of every negotiated agreement.” Accordingly, the LRSD Board and Administration reserve certain management rights, including but not limited to the right to hire, direct, assign, suspend, demote and promote all employees, the right to determine qualifications for all employees, the right to establish work schedules for all employees, and the right to establish policy.

3. LREA Obligations

In accordance with LRSD Board Policy HD, LREA agrees that it will not cause, or permit its members to cause, any curtailment of work or restriction of services or interference with the operations of LRSD, and it will not support the action of any employee taken in violation of these obligations. If LREA violates these obligations, the LRSD Board will withdraw recognition of the LREA and terminate any existing contract(s).

4. LRSD Obligations

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

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

*(Note: Our option under Arkansas law (A.C.A. 6-17-202) is to include the italicized language or convene a “committee on personnel policies” consisting of at least five teachers and at most three administrators.)

5. Salaries

Teachers will be paid in accordance with the salary schedule for the 2015-16 school year which is attached as Exhibit A to this Agreement.

6. Benefits

Teachers are entitled to the following benefits:

A. Insurance

1. Health Insurance LRSD will contribute \$_____ toward each teacher’s 2015-16 health insurance premium under the ARBenefits Health Insurance Plan for Arkansas Public School Employees.

2. Life or other?

B. Leave

1. Sick Leave

2. Family and Medical Leave Act

3. Personal Leave

7. Grievance Procedure (Note: This section is structured in accordance with, and draws language from, A.C.A. § 6-17-208.)

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

B. Definition. “Grievance” means any concern related to personnel policy, salary, federal or state laws and regulations, or terms or conditions of employment raised by a teacher, except that recommendations for non-renewal, termination or suspension under the Arkansas Teacher Fair Dismissal Act (A.C.A. §§ 6-17-1501 – 1510) are excluded from this grievance procedure and are governed by the requirements of the Arkansas Teacher Fair Dismissal Act. A grievance may be pursued by an individual teacher or by a group of teachers who have the same grievance.

C. Informal Resolution. The grievant shall first attempt to resolve the grievance informally with his or her immediate supervisor within five (5) working days of the incident on which the grievance is based.

D. Formal Grievance Procedure. If the grievance is not resolved to the grievant’s satisfaction through informal discussions with his or her immediate supervisor, the grievant may, within five (5) working days from the date the informal resolution efforts failed, initiate the formal grievance procedure by providing a written statement of the facts constituting the grievance and the resolution sought by the grievant to his or her immediate supervisor, the Superintendent of Schools, and the Director of the Human Resources Department. The grievant shall be entitled to a hearing before the Superintendent or his or her designee within ten (10) working days of the date the grievant provides a written grievance to the Superintendent. The grievance hearing procedure shall be informal and shall consist of the grievant explaining and supporting the grievance, the grievant’s immediate supervisor explaining and supporting his or her opposition to the grievance, and both sides responding to questions from the Superintendent or his or her designee. The teacher may be represented at the hearing by a person of his or her choosing (but not a member of the teacher’s immediate family). The Superintendent or his or her designee will provide the grievant a written decision within ten (10) working days from the date of grievance hearing.

E. Appeal to LRSD Board of Directors². If the grievant is not satisfied with the decision of the Superintendent or his or her designee, the grievant may appeal to the LRSD Board of Directors providing a written notice of appeal to the President of the LRSD Board of Directors and the Superintendent of Schools within five (5) working days of the grievant's receipt of the decision of the Superintendent or his or her designee. The written notice of appeal shall contain the grievant's specific objections to the decision of the Superintendent or his or her designee, the facts supporting those objections, and the resolution sought in the appeal to the LRSD Board of Directors. The appeal hearing will be held at the next regularly scheduled meeting of the LRSD Board of Directors unless both parties agree to a different date in writing. The hearing shall be open or closed at the discretion of the teacher. The teacher may be represented at the hearing by a person of his or her choosing (but not a member of the teacher's immediate family). The grievant shall have an adequate opportunity to present the grievance, including no less than ninety (90) minutes within which to present and question witnesses. The LRSD Board of Directors shall decide the grievance within ten (10) working days of the completion of the grievance hearing and shall provide a copy of its decision in writing to the grievant. There shall be no reprisals of any kind against any teacher who exercises his or her right to pursue a grievance.

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

9. Term This Agreement is effective from August 1, 2015 to October 31, 2016 and supersedes the Agreement between LRSD and LREA which took effect on August 1, 2012.

² During the time LRSD remains under state control, the Arkansas Commissioner of Education or his or her designee(s) will conduct the appeal hearing described in this paragraph.

Board of Directors of
The Little Rock School District

Attest:

Superintendent

Little Rock Education Association

President

Attest:

Uniserv Director