

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

**1. Recognition**

The Little Rock School District (LRSD) Board of Directors<sup>1</sup> recognizes the Little Rock Education Association (LREA) as the exclusive representative of all non-administrative LRSD employees and agrees to negotiate in good faith with LREA concerning “economic conditions of employment” pursuant to LRSD Board Policy HD, as well as personnel policies and educational matters of mutual concern. 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. Board Authority**

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 establish work schedules for all employees, and the right to establish policy. Nothing in this agreement shall limit LRSD’s statutory right to petition the State Board of Education for waivers pursuant to A.C.A. § 6-15-103 while adhering to the Arkansas Teacher Fair Dismissal Act and the Public School Employee Fair Hearing Act. The Association recognizes the Board as the policy-making body of the District, and the Board agrees that it will not adopt any policy inconsistent with this agreement and the law.

**3. LREA Obligations**

LREA agrees to negotiate in good faith with LRSD concerning personnel policies, salaries, and educational matters of mutual concern. In accordance with LRSD Board Policy 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). Participation by a LRSD employee in any curtailment of work or restriction of services or interference with the operations of LRSD constitutes just cause for termination.

---

<sup>1</sup>During the time LRSD remains under State control, the Arkansas Commissioner of Education will continue to serve as the LRSD Board of Directors.

**4. LRSD Obligations**

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

**5. Joint Committees**

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

**6. Salaries**

Employees will be paid in accordance with the applicable salary schedules that have been negotiated and are currently in effect until June 30, 2017. The majority of persons on the employee's salary schedule will be paid in twenty-four (24) equal installments. Certain employees will receive twenty-five (25) equal installments. Pay dates shall be the fifteenth and thirtieth day of each month. If the pay date falls on a Saturday or Sunday, the payment shall be available on the preceding Friday. Salaried employees who have contract lengths less than twelve (12) months will receive their normal payments on the first and second pay dates in May and may elect to receive two (2) payments on the first and second pay dates in June (thus receiving no compensation for the month of July).

**7. Benefits**

Non-administrative employees are entitled to the following benefits:

A. Insurance

1. Health Insurance

LRSD will contribute up to \$300.00 per month toward the cost of each employee's health insurance premium under the ARBenefits Health Insurance Plan for Arkansas Public School Employees until January 1, 2017. LRSD's contribution will be up to \$275.00 per month for the remainder of the term of this contract.



2. Term Life Insurance

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

3. Payroll Deductions

The Board agrees to deduct and transmit the following items when employees individually authorize the deductions: Professional Association Dues, Group Insurance Premiums, Credit Unions, United Way and Annuities.

B. Leave

An employee’s primary obligation is to report to work regularly and on time. Failure to do so constitutes just cause for discipline including termination.

1. Sick Leave

An employee shall be entitled to sick leave only for reasons of personal illness or illness in his or her immediate family. On the first day of their contract period, all teachers who are employed by LRSD on or before October 31, 2015 will be credited with the number of sick leave days without loss in pay as indicated by the table below. All other employees will begin to accumulate sick leave at the rate of one day per month, with an accumulation from year to year to a maximum of one hundred seventy-eight (178) days:

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

Teachers hired by LRSD beginning November 1, 2015 will receive leave in accordance with “The Teachers’ Minimum Sick Leave Law,” A.C.A. § 6-17-1201 et. seq. Other employees hired by LRSD beginning November 1, 2015 will receive leave in accordance with “The School Employees Minimum Sick leave Law,” A.C.A. § 6-17-1301 et. seq. Teachers and other employees hired beginning November 1, 2015 will accumulate sick leave from year to year to a maximum of ninety (90) days.

## 2. Family and Medical Leave

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

## 3. Personal Leave

At the beginning of each school year, every employee will be credited with two (2) days personal leave.

- a. Those two (2) days will be available without loss of pay. Any of these days not used within a school year will be credited to accumulated sick leave.
- b. The building administrator or support staff supervisor must be notified twenty-four (24) hours prior to taking such leave. In cases of emergency, including inclement weather, where such notice is impossible, the Sub System and the building administrator and/or the support staff supervisor must be notified.
- c. The terms of this agreement do not preclude the past practice of allowing an employee to arrange, with his/her building administrator's or support staff supervisor's approval, to be absent without penalty for a short duration. If the absence exceeds one half (1/2) day, then the employee must take appropriate leave.

## 4. Association Leave

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

## 5. Extended Leave

### a. Association President

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

### b. NEA/AEA President

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



## **8. Grievance Procedure**

### **A. Purpose**

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

### **B. Definition**

“Grievance” means any concern related to personnel policy, salary, Federal or State laws and regulations, or terms or conditions of employment raised by an employee, except that recommendations for nonrenewal, termination, or suspension under the Arkansas Teacher Fair Dismissal Act (A.C.A. § 6-17-1501-1510) and the Public School Employee Fair Hearing Act (A.C.A. § 6-17-1701-1705) are excluded from this grievance procedure and are governed by the requirements of those statutes. A grievance may be pursued by an individual employee or by a group of employees who have the same grievance.

### **C. Informal Resolution**

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

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

### **D. Formal Grievance Procedure**

#### **1. Level One – Immediate Supervisor**

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

The grievance letter shall include the following:

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

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

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

## 2. Level Two – Superintendent

If the grievant is not satisfied with the supervisor's determination, or if no decision has been rendered within three (3) days after the meeting, then within ten (10) days after the Level One meeting, the grievance shall be advanced to the Superintendent or his/her designee at Level Two. The grievant shall be entitled to a hearing before the Superintendent or his designee within ten (10) working days of the date the grievant provides a written grievance to the Superintendent. The grievance hearing procedure shall be informal and shall consist of the grievant explaining and supporting the grievance, the grievant's immediate supervisor explaining and supporting his or her opposition to the grievance, and both sides responding to questions from the Superintendent or his or her designee. The grievant may be represented at the hearing by a person of his or her choosing (but not a member of the grievant's immediate family). The Superintendent or his or her designee will provide the grievant a written decision within ten (10) working days from the date of the grievance hearing.

## E. Appeal to the LRSD Board of Directors<sup>2</sup>

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

---

<sup>2</sup>During the time LRSD remains under State control, the Arkansas Commissioner of Education will serve as the LRSD Board of Directors. The LRSD Community Advisory Board will conduct the appeal hearings described in this paragraph and will make recommendations to the Commissioner.



Superintendent of Schools within five (5) working days of the grievant's receipt of the decision of the Superintendent or his or her designee. The written notice of appeal shall contain the grievant's specific objections to the decision of the Superintendent or his or her designee, the facts supporting those objections, and the resolution sought in the appeal. The appeal hearing will be held at the next regularly scheduled meeting of the LRSD Community Advisory Board unless both parties agree to a different date in writing. The hearing shall be open or closed at the discretion of the grievant. The grievant may be represented at the hearing by a person of his or her choosing (but not a member of the grievant's immediate family). The grievant shall have an adequate opportunity to present the grievance, including no less than ninety (90) minutes within which to present and question witnesses. The LRSD Board of 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 an employee who exercises his or her right to pursue a grievance or participates in the process of any grievance.

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

## **9. Miscellaneous Clauses**

### **A. Representation**

No employee shall be required to discuss any grievance without a representative of the LREA being present.

### **B. Cooperation**

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

### **C. 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.

## **10. Teaching Assignments**

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

**11. Verification**

Prior to April 30 during each year of this Agreement, LREA will provide to LRSD a written certification from LREA's independent accountants verifying that LREA's membership has constituted more than fifty percent (50%) of the classroom teachers of LRSD for two (2) consecutive years, measured as of March 30 of each year during the Agreement.

**12. Term**

This agreement is effective from November 1, 2016 to October 31, 2017.

**13. Integration**

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

Board of Directors of  
The Little Rock School District

By: Johnny Key 9/16/16  
Johnny Key, Commissioner of Education

Attest:  
Mike Poore  
Mike Poore, Superintendent

Little Rock Education Association

By: Cathy Koehler 8-9-16  
Cathy Koehler, President

Attest:  
Marshall J. Greene 8/9/16  
Uniserve Director



RAMSEY EDDINGTON, P.A.  
CERTIFIED PUBLIC ACCOUNTANT

808 WEST SECOND STREET  
LITTLE ROCK, AR 72201

(501) 372-2322  
FAX (501) 372-5485

**Independent Accountants' Report on Applying Agreed-Upon Procedures**

Ms. Cathy Koehler, President  
Little Rock Education Association  
119 South Izard, Suite 200  
Little Rock, Arkansas 72201

We have performed the procedures, as stated below, which were agreed to by the Little Rock Education Association (LREA). This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of the specified users of the report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose. The procedures and associated findings as of March 28, 2016, are as follows:

1. We obtained, from LREA, an Employee List File of the Little Rock School District (LRSD) and reviewed the list for duplicate entries.
2. We obtained from LREA a membership roster and reviewed the list for duplicate entries.
3. We randomly sampled twenty-five individuals to test for inclusion on both lists.

We found no exceptions as a result of these procedures.

A summary of our review follows:

Employee Class	Total Employees	Member Employees	Member Percentage
Teachers	2,026	1,321	65.2%

We were not engaged to, and did not conduct an examination, the objective of which would be the expression of an opinion on management's assertions. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

Ms. Cathy Koehler, President  
Little Rock Education Association  
Page 2

This report is intended solely for the information and use of the Little Rock Education Association and is not intended to be and should not be used by those who have not agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purposes.

 CPA PA  
March 30, 2016