



# LITTLE ROCK SCHOOL DISTRICT

810 WEST MARKHAM STREET  
LITTLE ROCK, ARKANSAS

BOARD OF DIRECTORS  
SPECIAL MEETING  
September 13, 2017  
5:30 PM

---

I. Professional Negotiated Agreement Between LRSD and LREA

[ATTACHMENTS](#)

II. Personnel Policy Manual

[ATTACHMENTS](#)



## LITTLE ROCK SCHOOL DISTRICT

810 WEST MARKHAM STREET  
LITTLE ROCK, ARKANSAS

---

**DATE:** September 13, 2017 5:30:00 PM  
**FROM:** Mike Poore  
Superintendent of Schools  
**SUBJECT:** Professional Negotiated Agreement Between LRSD and LREA

---

### **BACKGROUND:**

The Little Rock School District Board of Directors recognizes the Little Rock Education Association as the exclusive representative of all non-administrative LRSD employees.

### **RATIONALE:**

The LREA will negotiate in good faith with the LRSD Board of Directors concerning economic conditions of employment pursuant to LRSD Board Policy.

### **RECOMMENDATION:**

Administration recommends that the Board approve this agreement in accordance with the policies of the Little Rock School District.

### **PREPARED BY:**

Michael Poore, Superintendent and Rhonda Benton, Human Resources Director

**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, as well as personnel policies and educational matters of mutual concern. In accordance with Board Policy, 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 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 Teachers 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, 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 for the duration of this agreement. **All persons on the employee's salary schedule will be paid in twenty-four (24) equal installments.** Pay dates shall be the fifteenth and thirtieth day of each month. If the pay date falls on a Saturday or Sunday, the payment shall be available on the preceding Friday. Salaried employees who have contracts less than twelve (12) months will receive their normal payments on the first and second pay dates in May and may elect to receive two (2) payments on the first and second pay dates in June. (thus receiving no compensation for the month of July.)

##### A. Extra Pay Assignments

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

##### B. Internal Substitutes Compensation

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

**When teachers are required to cover an entire class other than their own, they shall be paid one-twentieth (1/20) of one percent (.0005) of the annual base salary for a 9 ¼ month teacher for the major portion of each hour, rounded to the nearest ½ hour, that they are required to substitute.**

### C. Additional Workday

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

## 7. Benefits

Non-administrative employees are entitled to the following benefits:

### A. Insurance

#### 1. Health Insurance

LRSD will contribute \$275.00 toward each employee's health insurance premium under the ARBenefits Health Insurance Plan for Arkansas Public School Employees.

#### 2. Term Life Insurance

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

#### 3. Payroll Deductions

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

1. Professional Association Dues
2. Group Insurance Premiums
3. Credit Unions
4. United Way
5. Annuities

## B. Leave

### 1. Sick Leave

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

#### Predictable Absence:

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

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

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

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

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

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

## 2. Family and Medical Leave

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

## 3. Personal Leave

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

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

## 4. Jury Duty

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

## 5. Association Leave

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

## 6. Extended Leave

### a. Association President

At the request of the LREA, the President shall be given full released time from his or her contracted responsibilities in order to perform

LREA business, and the LREA will reimburse the LRSD for the full cost (salary and fringe benefits) of all such time.

b. NEA/AEA President

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

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

## 8. Grievance Procedure

### A. Purpose

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

### B. Definition

“Grievance”- means any concern related to personnel policy, salary, Federal or State laws and regulations, or terms or conditions of employment raised by an employee, except the recommendations for nonrenewal, termination, or suspension under the Arkansas Teacher Fair Dismissal Act (A.C.A. § 6-17-1510) and the Public School Employee Fair Hearing Act (A.C.A. § 6-17-1705) 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 a written warning, written reprimand, suspension without pay, and discharge. The parties acknowledge that some levels of conduct may merit discipline at any level, up to and including discharge. Employees shall have the right to 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(s) involved
- b. Date of the alleged violation
- c. Citation of the contractual violation
- d. Brief summary of the facts giving rise to the grievance
- e. Statement of the contention of the employee(s) and of the Association on the issues
- f. The requested remedy

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

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

### 2. Level Two - Superintendent

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

Superintendent or his or her designee will provide the grievant a written decision within ten (10) working days from the date of the grievance hearing.

### 3. Level Three – Appeal to the LRSD Board of Directors<sup>1</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 Superintendent of Schools within five (5) working days of the grievant's receipt of the decision of the Superintendent or his or her designee. The written notice of appeal shall contain the grievant's specific objections to the decision of the Superintendent or his or her designee, the facts supporting those objections, and the resolution sought in the appeal. The appeal hearing will be held at the next regularly scheduled meeting of the LRSD Board of Directors unless 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 the 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 the 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 employees 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, 2017 to October 31, 2019. The parties agree to re-open negotiations only for the purpose of bargaining wages and/or benefits no later than October 1 of the 2017-18 school year and no later than October 1 of the 2018-19 school year.

#### **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

---

Attest:

---

Superintendent

Little Rock Education Association

---

Attest:

---

Uniserv Director



## LITTLE ROCK SCHOOL DISTRICT

810 WEST MARKHAM STREET  
LITTLE ROCK, ARKANSAS

---

**DATE:** September 13, 2017 5:30:00 PM  
**FROM:** Mike Poore  
Superintendent of Schools  
**SUBJECT:** Personnel Policy Manual

---

### **BACKGROUND:**

A joint committee comprised of certified employees, building administrators, the Director of Human Resources and the President of LREA met over a two-year period to develop policies and procedures governing the certified employee group.

### **RATIONALE:**

The Personnel Policy Manual will help ensure that buildings run smoothly and efficiently during the course of the school year.

### **RECOMMENDATION:**

Administration recommends the adoption of this personnel policy manual.

### **PREPARED BY:**

Michael Poore, Superintendent and Rhonda Benton, Human Resources Director

# **Little Rock School District**



## **Personnel Policy Manual For Certified Staff 2017-2018**

## Table of Contents

<b>Section I-Employment of Certified Employees</b>	<b>Page 3</b>
Employment Requirements	Page 4-6
Job Descriptions	Page 6
Benefits	Page 7-8
<b>Section II-Certified Employee Responsibilities</b>	<b>Page 9</b>
Absences and Tardies	Page 10
Work Calendar	Page 10-11
Grade Submissions	Page 12
Salary Credit	Page 12
Personal Property	Page 13
Travel Expenses	Page 13
Additional Workday	Page 14
Workers' Compensation	Page 14
Tuition Reimbursement	Page 14-15
Teaching Hours and Load	Page 15-17
Non-Instructional Duty	Page 17-18
Conflicts of Interest	Page 18
Mandated Reporters	Page 18
Transporting Students	Page 19
Grants and Online Fundraising	Page 19
<b>Section III-Building Procedures</b>	<b>Page 20</b>
Field Trips, Library Services, Kindergarten	Page 21
Assignment of Students	Page 21
Teaching Materials	Page 22
Employee Facilities	Page 23-24
Building Procedure	Page 25
Recording Grades	Page 25-26
Lesson Plans	Page 27
Meetings	Page 27
Employee Rights and Protection	Page 28-29
Fundraisers	Page 31
Department Chairs and Committees	Page 31
School Safety	Page 32-33
Continuous Improvement Committee	Page 37
Professional Dress	Page 38
<b>Section IV-Classroom Management</b>	<b>Page 38</b>
Student Discipline and Placement	Page 39-41
Interference of Instruction	Page 41
<b>Section V-Transfers, Evaluation and Separation</b>	<b>Page 43</b>
Transfers	Page 44
Evaluation and Dismissal	Page 45-46
Employee Discipline	Page 47-49
Insubordination	Page 49
Displaced Employees/Reassignment/RIF	Page 49-54
Resignations/Reemployment	Page 55

**SECTION I  
EMPLOYMENT OF CERTIFIED  
EMPLOYEES**



## **1. Employment Requirements**

### **A. Equal Opportunity and Non-Discrimination**

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

### **B. Required Documentation**

Upon hire every certified employee must have on file in the Department of 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, Direct Deposit form, reference forms, and an official birth certificate. No compensation will be issued until the aforementioned material is on file in the Department of Human Resources Office. Exceptions may be made for good and valid reasons as determined by Department of Human Resources.

### **C. Previous Experience**

Upon being initially employed by the Little Rock School District, the employee shall be given full credit for previous teaching experience in schools, colleges, or universities accredited in Arkansas or by an accrediting agency of comparable rank. Credit for college and university teaching will not be allowed unless the experience was in the certified employee's major teaching field and unless the certified employee was fully certified by public school standards when such experience was gained. (Summer school experience will also be excluded.) Certified employees will be given one-half (1/2) credit for previous teaching experience in schools, colleges, universities, or facilities operated by the Division of Youth Services holding lesser accreditation than that of accrediting agencies of comparable rank.

### **D. Notification of Employment**

1. Unless a certified employee receives notice of nonrenewal by May 1 of the current school year, his/her contract will remain in effect for the next school year.
2. Certified employees will have thirty (30) calendar days after contracts are issued to accept and return their contracts to the Administration Office.

### **E. Probationary Certified employees**

A certified employee entering the Little Rock School District is on probation until he/she has served under annual contract (a contract for the school year or for 120 days) for three (3) consecutive school years and has been elected for his/her fourth contract. All newly hired certified employees to the Little Rock School District will be on probation for a minimum of one year, including certified employees who have

obtained non-probationary status in another Arkansas school district. Upon completion of this probationary period and election for the fourth contract, the certified employee becomes entitled to non-probationary status in the Little Rock School District. All newly employed certified employees shall be placed on the salary schedule in accordance with their training and experience, and the level of compensation shall be determined by the salary schedule currently in effect.

**F. Career Technical Education Certified employees and Non-Traditional Certified employees**

Career Technical Certified employees and Non-Traditional Certified employees Salary Schedule Placement (Career Technical Certified employees are defined as certified employees who are certified / licensed with a vocational permit in a professional / vocational area. Examples are Cosmetology, ROTC, welding, auto mechanics, etc.)

**1. Certified employees with degrees**

Career Technical certified employees and non-traditional certified employees who have a bachelor's or master's degree will be placed on the same salary schedule adopted by the LRSD of Directors of the Little Rock School District for the regular academic certified employees. Actual work experience for these certified employees will be substituted for teaching experience on the salary schedule for Career Technical Certified employees.

**2. Certified employees without degrees**

Non-degree Career Technical certified employees and with minimum qualifications (high school education and six years' work experience) will be placed at the beginning certified employee'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 certified employee'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 Career Technical certified employees must earn three (3) hours of college work applicable to their teaching assignment. Within the three (3) year probationary period, non-degree Career Technical certified employees 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 Career Technical certified employee 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 Career Technical certified employee 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 Career Technical certified employee 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 of Career Technical Education and the Department of Human Resources.

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

The following work must be completed to move:

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

Speech (3 hours) parentheses 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 Department 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 certified employee 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 certified employee.

## G. Job Descriptions

All Little Rock School District job descriptions are available via the online application system and shall be provided upon written request to the Department of Human Resources.

## H. Insurance

1. **Major Medical**-Various policies are provided by different vendors. If Major Medical coverage is elected, an additional \$5,000 life insurance is included. Also, Major Medical for dependents and \$2,500 dependent life insurance may be purchased.\*\*
2. **Life Insurance**-If the insured employee dies from any cause, while insured for life insurance under the policy, the amount of insurance, as provided in the policy in effect at the time, will be payable to the beneficiary when the carrier receives proof of death in writing. Additional Supplemental Life Insurance may also be purchased; the benefit amount is based on the employee's annual salary.
3. **Accidental Death and Dismemberment**-The insured employee will be paid the applicable dismemberment benefit if he/she sustains a loss covered by the policy due to an accident sustained while insured. In the case of accidental death, benefits are payable to a designated beneficiary.
4. **Hospital Indemnity**-If, as the result of a covered accident or sickness, the insured is confined as an inpatient in a hospital, the insured will receive a daily hospital indemnity benefit beginning with the first day of hospital confinement, not to exceed 365 days.
5. **Short-Term Disability**-This insurance provides a monthly disability benefit, payable to the insured employee, on a weekly basis, in the event of a total disability as a result of a covered accident or a covered illness.
6. **Long-Term Disability**-This insurance is a voluntary extension of short-term disability coverage. Employees may elect to cover up to a percentage of his/her salary up to a maximum amount.
7. **Dental and Vision Insurance**-Coverage is available for employees and dependents.
8. **Employee Assistance Program**-An Employee Assistance Program benefit is available to employees and covered family members to assess and treat depression and anxiety, assess eldercare and child care issues, assess and treat alcohol and chemical dependency problems, assess financial and credit problems, address parenting teenagers, assess marital and divorce issues; and assist with other personal, family, or work-related problems. To access the EAP benefits, call toll free 1-866-378-1645.
9. All listed benefits are subject to revision, and the specific benefits are listed in separate booklets for each benefit program.

\*\*To qualify for Major Medical Insurance benefits, an employee must work at least 30 hours per week. All other benefits require an employee to work at least 25 hours per week

**I. Retirement Benefits**

All permanent employees of LRSD are required to enroll in the Arkansas Teacher Retirement System (ATRS) as contributory members in the amount of 6% of an employee's annual salary. Little Rock School District makes additional contributions on the employee's behalf. Annual statements are provided by the ATRS to participants in the Retirement Plan. To obtain a complete picture of various Retirement options, employees may request the ATRS "Application for Estimate of Service Retirement Allowance." The LRSD provides optional opportunities for employees to participate in various tax deferred retirement plans. Employees may contact the Department of Human Resources for additional information.

**J. Staff Definitions**

**Certified Employee**-Any person who must possess a teaching or administrative license issued by the Arkansas Department of Education.

**Probationary Teacher**-Any teacher with less than three consecutive years of teaching in the District is considered probationary for three years. Any new District teacher who completed three consecutive years in another Arkansas district is considered probationary for one year.

**Interim Teacher**-Teachers who receive an assignment after the first student contact day of the school year that continues until the end of the school year. The position is declared vacant at the end of the school year, and the interim teacher is encouraged to apply.

## **SECTION II**

# **EMPLOYEE RESPONSIBILITIES**

**A. Employee Responsibility**

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

**B. Notification of Absences****1. Predictable Absence:**

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

**2. Unpredictable Absence**

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

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

The building administrator or designee must be notified of the use of sick leave (phone call, email, or text) at the certified employee's school at least two (2) hours before the start of the certified employee's workday

**C. Tardies-**Any certified employee arriving after his/her scheduled starting time will be considered tardy. Any three occurrences of tardiness within a 30-day period shall be considered excessive.**D. Sick Leave-per PNA**

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

**2. Predictable Absence:**

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

notify the building administrator and the LRSD Sub System as soon as the appointment is made.

3. Except in cases of emergency when certified employees are physically or mentally incapable of meeting these criteria, the following conditions must be met in order to use sick leave:
  - a) The LRSD Designated Sub System must be notified of the use of sick leave at least two (2) hours before the start of the certified employee's workday.
  - b) The Building Administrator must be notified of the use of sick leave at least two (2) hours before the start of the certified employee's work day.
4. On the first day of their contract period, all certified employees who are employed by LRSD on or before October 31, 2015 will be credited with the number of sick leave days without loss in pay as indicated by the table below, with an accumulation from year to year to a maximum of one hundred seventy-eight (178) days:

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

5. Certified employees 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 certified employees hired by LRSD beginning November 1, 2015 will receive leave in accordance with "The School Employees Minimum Sick Leave Law," A.C.A. § 6-17-130 et. seq. Certified employees hired beginning November 1, 2015 will accumulate sick leave from year to year to a maximum of ninety (90) days.
6. Forfeit at Resignation  
 Certified employees who resign from their positions with the Little Rock School District forfeit all accumulated sick leave in excess of ninety (90) days if they do not return to the District within three (3) years from the time of their resignation.

#### E. Doctor's Certificate

In the case of any use of regular sick leave or extended sick leave of more than five (5) consecutive days' duration, a doctor's certificate verifying the illness or disability shall be submitted to the Department of Human Resources. Progressive Discipline will begin after three instances (use of sick leave) in a thirty (30) day period or upon a pattern of frequent absence. The Department of Human Resources Staff is available to review with the employee their rights under applicable laws and policies. Upon a certified employee's return to work after an illness of more than



five (5) consecutive days' duration, a statement from a doctor certifying that the certified employee is capable of performing normal employment functions may be required by the Board. In cases where a certified employee has developed a pattern of 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.

**F. Immediate Reinstatement**

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

**G. Lack of Notification**

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

If the teacher 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.

**H. Personal Leave-per the PNA**

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

**I. Temporary Leave of Absence**

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

1. A certified employee in his/her first year of teaching service may be allowed up to four (4) days for visiting other schools within the district.
2. Other certified employees, on approval of the building administrator, shall be given two (2) days per year for visitation to another colleague'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 certified employee unless attendance is requested by the District.
3. Certified employees may be given time to attend meetings or conferences of an educational nature, subject to the discretion of the Administration. The number of certified employees allowed leave at any one (1) time will also be within the discretion of the Administration.
4. Certified employees will be given the time necessary for appearance in any legal proceeding connected with the teacher's employment, if the certified employee is required by law or subpoena to attend.
5. Requests for temporary leave must be submitted to the building administrator at least two (2) weeks before such leave would occur.

**J. Military**

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

**K. To Run or Serve in Public Office**

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

**L. Family and Medical Leave**

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

**M. Employee Work Calendar****1. Workdays and Holidays**

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

**2. Make-up Days**

Make-up days will be added at the end of the school year calendar to make the required adjustments so that the number of pupil contact days will be one hundred seventy-eight (178) except by mutual consent of the LRSD and the LREA.

**3. Schedule of Workdays**

The workdays of certified employees employed on a nine and one-fourth (9 1/4) month basis shall be one hundred ninety) 190 days as set forth below.

- a) Pupil-Certified Employee Contact Days - 178 days
- b) Professional Development –6 days as defined in ACT 44 of 2015.
- c) Classroom Preparation – All certified employees shall have, at a minimum, the three (3) consecutive, full workdays immediately preceding the first day of pupil attendance of each school year for their individual use in preparing their classroom or office. If a certified employee is reassigned after the first day of school, he/she shall receive two and a half (2 ½) days of classroom preparation time before beginning his/her new assignment. If needed, only one (1) three hour meeting may be called on day one or day two of the three days preceding the first day of pupil attendance for department or group meetings to ensure a smooth opening of school. On the day immediately preceding the first day of pupil attendance there will be no meetings scheduled or held for any reason.
- d) Parent conferences shall be established in accordance with Arkansas State Standards.
- e) The two (2) full workdays/professional days at the conclusion of the second and fourth nine weeks shall have a one-hour professional development meeting from 8:00-9:00 a.m. at the elementary level and 9:00-10:00 a.m. at the middle and high school level.
- f) There shall be no meetings or school events scheduled on the evenings of high school graduations, scheduled school LRSD meetings or elections, LREA scheduled Representative Council meetings, or local, state or national elections.

**N. Pre-School Cleaning**

All classrooms and certified employee work areas will be cleaned before the preschool workdays.

**O. Class Rosters**

All certified employees shall be provided with tentative class rosters no later than two (2) workdays prior to the first day of pupil attendance

**P. Excused from Pre-School Workshop**

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

**Q. Closing of Schools – Inclement Weather**

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

**R. Submission of Grades**

For the first three (3) grading periods, certified employees will not be required to turn in quarterly/semester grades prior to the end of the second workday following the record days for the grading period. For the last grading period, grades will be due at the end of the day on the last teacher workday.

**S. Criteria for Salary Credit**

Certified employees 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 in Arkansas, or by some other accrediting agency of comparable rank, and further provided that at least one of the following criteria is met:

- a) The degrees and/or earned hours are directly related to his/her teaching field(s).

- b) The degree and/or hours earned were directly related to his/her level of teaching assignment prior to employment.
- c) Eligible credit for degrees or hours earned during the preceding summer will be given during the current school year if a certified employee presents a written statement concerning such work to the Department of Human Resources 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 Department of Human Resources, a revised contract will be issued and the certified employee will be paid accordingly.
- d) Any certified employee who has completed 120 days or more of a school year shall be advanced to the next step the following year.
- e) Certified employees 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 certified employees.) Certified employees will be limited to three (3) hours of professional development salary credit per semester.

#### **T. Personal Property**

The LRSD shall reimburse certified employees for any theft, damage, or destruction of personal property used for classroom instruction up to \$500.00, where the negligence of the certified employee is not involved, provided an itemized list with approximate value of each item has been filed in the building administrator's office prior to the personal items being placed on school property and provided the building administrator has approved the list as submitted.

#### **U. Travel Expenses for Certified employees**

1. Certified employees 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 LRSD policy. Travel time will not be taken from the preparation time for certified employees who must travel from one school to another. If preparation time must be lost to allow a certified employee to travel between schools, a stipend of \$2000 will be paid to the certified employee.
2. Certified employees who take students to contests or activities approved by their building administrators 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 building administrator.
  - c) If use of a certified employee's personal automobile is required, mileage at the state mileage rate will be paid to the certified employee. If sufficient numbers of persons are participating, a bus should be used.
  - d) Reimbursement for meals and lodging will be paid at the state per diem rate. The policies of the LRSD Board of Directors are to be adhered to, and itemized receipts for lodging must be turned in to the Business Office.
3. Certified employees 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 state mileage rate (b) registration fees, and (c) meals and lodging at the state per diem rate if overnight stay is involved. Trips to destinations in Pulaski County will not qualify for reimbursement of meals and lodging.

#### **V. Additional Workday**

Certified employees requested (by the building administrator or Central Office administrator) to provide professional services on a day not specified as a workday in D. above shall be compensated for the time spent in performing those services at the negotiated rate. This provision does not apply to certified employees who are paid a stipend for extra duty, for services performed outside the minimum schedule hours of work on a workday, or to State Department requirements for job performance. If a certified employee is required (by the building administrator or Central Office Administrator) to provide professional services or to be in attendance on a day not specified as a workday in D. above or during a time outside of contractual hours, the certified employee will be compensated for the time spent in performing those services at the individual daily rate of pay.

#### **W. Worker's Compensation**

Any employee injured at work shall report the injury to his/her supervisor immediately and complete the First Report of Injury form within 48 hours of the accident per A.C.A. 6-17-1401-1413. Forms are available from the employee's supervisor.

#### **X. Tuition Reimbursement**

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

1. The application form will require the normal personal and professional data. Tuition reimbursement will be granted to applicants based on the order in which they are received as long as total budgeted moneys have not been expended. If requests for

- funds exceed budgeted appropriations, total years of service with the Little Rock School District shall be the determining factor for granting tuition reimbursement.
2. The applicant, except non-degree career technical certified employees, 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 certified employee will be made within thirty (30) days after the district has been provided with an official transcript and receipts for tuition payments.
  4. Any certified employee who receives financial reimbursement for in-service advanced study shall be provided released time upon notice to his/her building administrator with no loss of accumulated leave at a rate of one (1) day for each three (3) semester hours of course work.
  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 Department of Human Resource's office ten (10) days prior to the attendance of the first class meeting for the proposed course of study.
  7. The maximum financial reimbursement granted shall be equivalent to four (4) beginning certified employee's annual salaries in effect at the time of application.
  8. Successful applicants will sign a non-interest bearing promissory note in favor of the Little Rock School District for the amount of the reimbursement granted, said note to be cancelled and of no effect at the conclusion of one (1) semester service (following the completion of the course of study) for each six (6) hours of credit with the district's financial aid. Failure on the part of the district to offer grantee a contract for periods sufficient to cause the note to be cancelled shall cause the remaining balance of the note to be cancelled. The balance of the note shall become due and payable if the grantee voluntarily fails to render service of sufficient length to cause cancellation of the note as described above.
  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.

**Y. Teaching Hours and Load**

Certified employees 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 herein should not be construed to imply that certified employees may not or should not arrive at school earlier or remain later than the times specified.

1. The certified employee's work time, before and after school, shall not be considered instructional time. An elementary certified employee may be assigned supervisory duties during this time up to one hour (60 minutes) per week without additional compensation, as long as their individual planning time requirement is met.
2. Certified employees assigned non-teaching duties that require more time than specified in this section will be compensated as negotiated.
3. Every certified employee shall have a duty-free, uninterrupted lunch period of thirty (30) minutes. A fifteen (15) minute unassigned relief period will be provided for each elementary certified employee each day.
4. The hours of service shall be continuous and in no instance shall the certified employee's workday exceed the provisions set forth in this section.
5. There will be no coercive measures taken to solicit volunteers and there will be no reprisals of any kind taken against any certified employee who chooses not to volunteer to perform duties during his/her lunch period without pay.
6. Under no circumstances shall certified employees be involuntarily assigned to playground/cafeteria supervision except in cases of emergency.
7. Any certified employee 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.



## **Z. Planning Time**

1. Planning time for all certified employees 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.
2. Instructional time for all certified employees shall not exceed 30 hours per week. Every certified employee will have at least two hundred (200) minutes for individual planning each week. Time in blocks of fewer than thirty (30) minutes shall not be considered planning time. Certified employees will not be assigned duties beyond seven hours and thirty minutes in a contract workday. Scheduled direct instructional time to students will not exceed 30 hours per week.
3. For schools on a block schedule, four hundred fifty (450) minutes each week will be used for individual planning and/or preparation and consultation. The length of a certified employee's contract day shall not exceed eight hours, inclusive of a 30 minute duty-free lunch period and a 15 minute relief period.
4. A minimum of 200 minutes of scheduled time shall be provided each week (based on a 5 day workweek) for each elementary classroom certified employee for individual planning. Art, Music, and Physical Education classes shall serve as planning time for elementary schools.
5. For Middle Schools, certified employees shall have a minimum of 315 minutes per week of individual planning time. Planning time provided above the 315 minutes of individual planning time shall be used for collaboration and teaming.
6. Two monthly meetings, sixty (60) minutes in length, may be set aside during the day for such items as grade level meetings, cross-grade level meetings, vertical teaming, analysis of achievement data or other/certified employee data and/or professional development that are tied to student achievement.
7. Certified employees who are requested to teach a sixth period in schools where the normal load is five periods and accept the assignment shall be paid 10% of their base salary for each period above five periods. In schools with different normal teaching loads, the certified employees will be paid 10% of their base salary for each period above the normal for that school.
8. Certified employee work schedules will be assigned by the building administrator. However, secondary certified employees shall report to school ten (10) minutes before their instructional day begins and remain at school until the instructional day ends. Secondary certified employees will supervise the students in their classrooms and at their hallway doors five (5) minutes before

the instructional day begins. Secondary certified employees may leave the building no sooner than five (5) minutes after the students leave. Elementary certified employees will report to class five (5) minutes before the pupils' instructional day begins and remain thirty (30) minutes after the pupils' instructional day ends, unless the certified employee chooses to take his/her additional planning time 30 minutes before the instructional day begins, in which case he/she shall be entitled to leave at student dismissal.

#### **AA. Non-Instructional Duty**

Certified employees may be assigned non-instructional duty for up to sixty (60) minutes per week under the following guidelines:

1. Elementary certified employees will work with their administrator to establish the time and the length of when their duty will be assigned.
2. Elementary duty may include bus duty before or after school, recess, lunch, etc.
3. All certified employees shall have their thirty (30) minute, duty-free lunch period each day. If they are assigned lunch duty, it must be at a different time.
4. Elementary certified employees may choose to do their thirty (30) minute planning time before or after school based on their needs. Their principal shall be made aware of their choice, as well as any changes that may occur throughout the year.
5. All certified employees are required to attend two one-hour meetings (Staff, PD, etc.) after school monthly regardless of when their extra planning time occurs. At least one (1) week's notice shall be given for all meetings except in emergencies.
6. Secondary certified employees may fulfill their non-instructional duty requirements by subbing one period a week for up to sixty (60) minutes.

#### **BB. Educational Quality-Instructional Systems**

The LRSD 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 building administrator and the appropriate associate superintendent may utilize departmentalization, semi-departmentalization, team teaching, or any other system deemed to be educationally sound.

#### **CC. Conflicts of Interest**

1. Certified employees shall uphold the LRSD policy prohibiting a conflict of interest which states that gifts, favors, or gratuities from suppliers, contractors, or people performing services for the LRSD should not be accepted.

2. Employees shall not utilize LRSD facilities, contract time, or the LRSD name for private advertising for personal products and/or services.
3. At no time shall an administrator be directly responsible for evaluating a certified employee that is directly related to him/her.

**DD. Mandated Reporters of Child Maltreatment**

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

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

**EE. Transporting Students**

No employee, except an authorized bus driver or Safety and Security officer, has the authority to provide transportation for any student unless express written permission is given by the principal/supervisor and a parent/guardian permission slip. District employees who receive written permission via approved LRSD transportation forms should not travel alone with a student. District employees who wish to transport students must have current proof of liability insurance, current driver's license, and auto registration on file prior to transporting students.

**FF. Grants and Online Fundraising**

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

Online fundraising campaigns shall have prior approval from the school principal, as well as the Chief Financial Officer and the appropriate Associate Superintendent. This includes campaigns on Go Fund Me, KickStarter, Facebook, or any other online fundraising site. Any property acquired through grant funding becomes the property of the LRSD.

# **SECTION III BUILDING PROCEDURES**

**A. Field Trips**

The LRSD 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 certified employee and the building administrator, without charge to the students.

**B. Library Media Specialists and Library Media Facilities**

The LRSD 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. Library Media services are not to be considered as planning time, preparation time, or released time for certified employees. Library Media Specialists should be on duty in the Library Media Center before school, after school, and during the lunch hour to provide services to students and certified employees as needed. Duties may not be assigned outside of the Library Media Center Duties.

*(Public School Library Media Services and Technology Act 1786 of 2003, LRSD Policy IJ-R2, Arkansas Standards for Accreditation of Arkansas Public Schools, AASL Interpretation of the Library Bill of Rights 1990, ADE Commissioner's Memo ACC-04-012, ALA Position Statement on Flexible Scheduling, ALA Position Statement on Appropriate Staffing for School Library Media Centers)*

**C. Kindergarten/Restrooms**

The LRSD 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, building administrators will give major consideration to this factor.

**D. Kindergarten/Instructional Aides**

An instructional aide shall be provided in accordance with state standards. Kindergarten shall be no more than twenty (20) students to one (1) certified employee in a classroom. However, kindergarten class maximum may be no more than twenty-two (22) with one half-time instructional aide.

**E. Assignment of Students**

In an effort to provide more effective instruction to students covered by the Individuals with Disabilities Education Improvement Act (IDEIA) and Section 504 of the Rehabilitation Act of 1973, (revised 1997, 2004) and to insure that no certified employee is assigned a disproportionate number of identified students, the LRSD will strive to see that the students are assigned in an equitable manner in the elementary classrooms.

**F. Teaching Materials****1. Textbooks Provided Students/Certified employees**

LRSD guarantees to make available to each student in grades K-12 sufficient basal textbooks in subject areas which require their use. LRSD also agrees to make every

effort to provide supplementary materials for growth and enrichment. Certified employees will be provided certified employee editions of all textbooks that they are assigned to teach.

## **2. Career Technical Education**

a) All Career Technical Education certified employees shall be able to request before the end of the certified employee's current contract any supplies which shall be needed to open school the following year. (All orders shall be dated July)

### **b) Textbook Selection**

LRSD agrees that before a new textbook is selected, administrators and a textbook adoption committee shall jointly discuss selections with certified employees. The certified employees' recommendations shall be the criteria upon which the textbook adoption committee makes the recommendation for the new textbook.

### **c) Instructional Budget**

Within the confines of the budget, certified employees will be provided sufficient teaching equipment and supplies necessary to support an effective education program. Certified employees will have daily access to the Internet and email provided there are not technical problems beyond the control of the district. Each department coordinator shall confer with the members of his or her department. All certified employees or their department coordinators shall meet with the building administrator to discuss the school's allocations for equipment and supplies to his/her building administrator or department coordinator each spring. The building administrator shall make an instructional budget for the school, distribute it, and discuss it, as well as any subsequent changes, with the faculty.

### **d) Arkansas Act 1687 of 2001-Classroom Supplies**

Each school district, according to its established reimbursement policy, shall provide to each Pre-Kindergarten through sixth grade and Self Contained Special Education certified employee in each fiscal year the greater of twenty dollars (\$20.00) per student enrolled in the certified employee's class at the end of the three (3) months of the school year or five hundred dollars (\$500.00) per classroom for the certified employee to apply toward the purchase of related commodities for use by that certified employee in his or her classroom for classroom activities.\*

\*Per LRSD policy, these monies may not be spent on technology, technology related equipment, nor may certified employees be required to purchase copy paper, ink, or office supplies. All

supplies purchased with these monies must remain in the LRSD. If a certified employee transfers to another school within the district, the supplies purchased with these monies may transfer with the certified employee. However, if the certified employee leaves the district, all supplies purchased with these monies must be surrendered at the time of separation.

**e) Arkansas Act 245 of 2005-Visual Art and Music Classroom Supplies**

The Department of Education shall provide a stipend of not less than one hundred dollars (\$100.00) per class to each school for the purchase of necessary supplies or equipment for the classes required by this subsection. (Visual Art and Music)

**G. Certified Employee Facilities**

**1. Work Area**

A separate work area for certified employees containing adequate equipment and supplies to aid in the preparation of instructional materials shall be provided in each school building. This work area shall include, as a minimum, the following items:

- a) Copy equipment with all necessary supplies in sufficient quantities.
- b) A computer with internet access.
- c) A table large enough to assemble multiple-page tests or other instructional materials.
- d) Students shall not be allowed in the certified employees' work area. If certified employees deem it necessary, the work area shall be locked at all times, and each certified employee shall be provided with a key to the workroom.

**2. Lounge**

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

- a) A telephone
- b) Seating
- c) A serviceable refrigerator
- d) Vending Machines
- e) Bulletin Board (all notices concerning certified employees shall be posted on this bulletin board.)

f) Restrooms-Well-lit, stocked and clean employee restrooms will be provided.

### **3. Communication System**

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

### **4. Parking Facilities**

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

## **H. Classroom Facilities**

Within the financial ability and available space of the District, properly lit, ventilated, air conditioned, heated, and maintained classrooms with minimum facilities as follows:

1. Student desks (ample, serviceable, and suitable)
2. Networked Student Computers at a ratio of one (1) Internet accessible computer for every four (4) students, exclusive of administrative computers. (LRSD Technology Plan)
3. Serviceable certified employee's desk and chair
4. Networked Administrative computer with Internet access and access to a printer. (LRSD Technology Plan)
5. Display device (SmartBoard with projector, Projector and screen or Television with PC/TV converter) (LRSD Technology Plan)
6. Filing cabinet
7. Storage space for instructional materials, supplies, and lockable storage for personal articles and high interest equipment.

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



For certified employees 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 in compliance with state law.

## **J. Building Procedure**

### **1. Mailboxes**

Certified employees shall check their mailboxes and district email upon arriving at school in the morning and before leaving school in the afternoon. All mail shall be placed in the certified employees' mailboxes as soon as possible after it is received. If an email requires a response, the certified employee shall respond within 24 hours or one business day. All Certified Employees are responsible for the information that is provided via email or placed in mailboxes.

### **2. Leave School During Preparation Period**

Certified employees may leave school during their preparation period on matters of school business but shall notify the building administrator before doing so. With the approval of the building administrator, certified employees may leave school during their preparation period for reasons other than school business. The above restrictions do not apply to certified employees leaving school during their lunch period. No certified employee shall be required to sign in or sign out to indicate their presence in a building at the beginning or end of the workday.

### **3. Activities**

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

### **4. Class Interruptions**

Every effort will be made to keep such interruptions at a minimum. The building administrator and Continuous Improvement Committee will be responsible for jointly developing and evaluating guidelines for reducing class interruptions.

### **5. Assemblies**

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

Certified employees will be notified of all assemblies not listed on the monthly calendar at least one (1) week before the assembly.

## **K. Recording Grades-LRSD Policy IKA-R2**

- 1.** Certified employees shall not be required to record quarterly 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.)
- 2.** Certified employees are directed to post grades on a weekly basis and daily attendance to the web-based program at all LRSD schools. Allowances for the

required weekly grade posting may occur when the instructional curriculum or special projects do not provide a weekly grade for posting. The failure of a certified employee to comply with the regulation of posting grades and attendance to the web-based program may result in progressive discipline.

3. E-School will serve as the documentation for Interim Reports at all levels.
4. Attendance shall be entered electronically via the E-School system on a daily basis. Attendance is required to be taken within the first thirty (30) minutes of class in all elementary schools and the first 15 minutes of class in secondary schools.

#### **L. Intern Teacher**

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

#### **J. Lesson Plans**

1. An individual certified employee's lesson plans shall be subject to the review of the building administrator online at any time.
2. Failure to post lesson plans on a second request will result in a written warning, thus beginning progressive discipline. Certified employees must provide lesson plans for no more than five days.
3. A certified employee's lesson plans shall remain the intellectual property of the certified teacher that created the lesson plans.

#### **K. Access to Buildings**

Upon request, provisions shall be made for giving certified employees access to the building when school is not in session.

#### **L. Collection for Field Trips**

When budgeted monies for field trips are unavailable, certified employees may collect a nominal sum of money from students who wish to attend a field trip which the certified employee and building administrator 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 monies from every available source to provide said funds.

#### **M. Unlisted Procedures**

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

#### **N. Meetings**

##### **1. Types of Required Meetings**

Certified employees may be required to attend the following meetings:

- a) 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 School Improvement Planning.
- b) One (1) regularly scheduled faculty meeting each month. At the beginning of each school year, the building administrator, in collaboration with the Continuous Improvement 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. Whenever possible, at least one (1) day's notice will be given to certified employees for any rescheduled meetings.
- c) Certified employees will be involved in planning the content of professional development including the method of evaluation and will be given the opportunity to complete an evaluation at the conclusion of each meeting.
- d) The following additional meetings may be used for building level or district level planning or professional development.
  - i. Elementary  
One (1) meeting per month  
Elementary Grade Level – two (2) meetings a year
  - ii. Secondary –Middle Schools and High Schools (organized department or grade level) -Seven (7) meetings per year
  - iii. Certified employees 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.

## 2. Other Meetings

Certified employees may not be required to attend more than two (2) evening meetings each year for open house and/or parent visitation. A Back-to-School Bash/Meet the Certified employee event may be scheduled in lieu of Open House, but certified employees are required to attend only one of this type of event.

## 3. Attendance

Attendance at all meetings not specifically authorized in this Personnel Policy Manual shall be at the option of the individual certified employee

## 4. Length

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

**5. Notice**

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

**O. Certified employee's Rights****1. Non-Discrimination**

LRSD will not discriminate against any certified employee with respect to terms and conditions of employment by reason of his/her membership in the Little Rock Education Association and his/her participation in any activities of the Association, including negotiations with the LRSD.

**2. Political Rights**

Certified employees shall not be deprived of any of their rights as a citizen including the exercise of all political rights.

**3. Academic Freedom**

Certified employees 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 research based best educational practices.

**4. Grade Change**

If a grade is changed by a building administrator, the building administrator must initial the change and inform the certified employee, in writing, that a change has been made and of the reason for the change. If the certified employee is dissatisfied with the reason provided by the building administrator, the certified employee may appeal the building administrator's decision to the appropriate Associate Superintendent, whose decision will be final.

**P. Certified employee Protection****1. Hazardous Conditions**

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

**2. Harassment**

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

### 3. Bullying

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

- a) Physical harm to a certified employee or damage to the certified employee's property.
- b) Substantial interference with a certified employee's role in a student's education.
- c) A hostile environment for a certified employee due to the severity, persistence, or pervasiveness of an act;
- d) Substantial disruption of the orderly operation of the school or educational environment.
- e) Any certified employee who is a target of bullying or is a witness to bullying shall report the incident to the building administrator. Incidents may also be reported on the "Employee Formal Complaint Form" available from Administrators or from the Department of Human Resources.

### 4. Drug-Free Workplace

The LRSD is a drug-free workplace. Certified employees are prohibited from unlawful use, possession, distribution, dispensation, and manufacture of controlled substances as defined by the U.S. Controlled Substances Act. Violations of the drug-free policies of the LRSD constitute grounds for disciplinary action up to and including suspension and dismissal. Certified employees are required to report any conviction for illegal drug-use or alcohol-related incidents within five days of the occurrence to their immediate supervisor.

### 5. Report Assaults

Certified employees will immediately report to the school building administrator all cases of assault in which they are involved while acting in the course of their employment. Please refer to Worker's Compensation on pg. 14.

### 6. Investigation

This report will be forwarded to the Associate Superintendent, Superintendent, and the LRSD who will comply with any reasonable request from the certified employee for information in their possession relating to the incident or the persons involved

and will act in appropriate ways as liaison between the certified employee, police, and the courts.

**7. Legal Support**

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

**8. Legal Counsel**

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

**9. Compensation for Absence**

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

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

**10. Conditions of Repayment**

Any monies paid to an injured certified employee as a result of a 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 his/her duties during the time period specified in paragraph 9. above will be paid to the District. Such payment to the District shall not exceed the amount paid by the District through the provisions of paragraph 9. above.

**Q. Fundraisers**

If a certified employee volunteers to conduct a fundraiser or to sell products for the benefit of the students in their charge, such certified employees will be required to follow the procedures outlined in an official District handbook on fundraising developed and distributed by the Administration.

All certified employees 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 the Activity Fund Handbook and will be discussed with affected Certified employees. Employees will not be allowed to co-mingle District and personal funds under any circumstance.

**R. Department Chairs**

1. Department Chairs are to be selected by the Building administrator with the approval of his/her supervisor.
2. The Department Chair: 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 building administrator; shall work in the area of curriculum improvement; and shall serve as a liaison between the certified employees in that department and the school administration. Department Chairs shall have no role in evaluating the certified employees in their department.

**S. Extra Curricular Activities**

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

**T. Faculty Committee Assignments**

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

**U. Equal Distribution of Assignments**

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

**V. School Security**

All employees have a responsibility to ensure that they follow and enforce security directives, policies, and regulations. It is every employee's responsibility to report security

violations or security hazards/risks immediately. The following security guidelines must be followed while working at your school or work location:

1. Report suspicious activity and unauthorized visitors to school administrators or the building manager immediately.
2. Report criminal activity to school administrators immediately, and/or report violent or dangerous criminal activity to the police immediately.
3. Do not use or permit students to use unauthorized entrances and exits. Do not prop open doors or circumvent door locks to gain access to facilities or rooms that are locked.
4. Do not use or permit students to use fire exits or alarmed doors without specific permission from the principal or the building manager.
5. Do not leave laptops, computers, or other high value equipment that can be easily taken in unsecured areas.
6. Avoid bringing high value personal items to work. Do not leave purses or wallets unattended. LRSD does not take responsibility for personal items that are stolen.
7. Lock your automobile and do not permit others access to your personal vehicle.
8. Do not loan building or room keys to anyone without permission from the Principal or the building manager.
9. Properly secure and account for funds left in your charge. Employees who do not adequately manage or secure funds shall be held financially responsible.

#### **W. Visitors in the Workplace**

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

#### **X. Emergencies**

All employees shall be familiar with the safety procedures for responding to a medical emergency and the evacuation diagrams posted in their work areas. Emergency drills shall be conducted to familiarize employees and students with safety and evacuation procedures. Each campus is equipped with an automatic external defibrillator. Fire extinguishers are located throughout all district buildings. Employees shall know the location of these devices and the procedures for their use



**Y. Administering Medication to Students**

Only prescribed medication by an Arkansas licensed medical or dental provider may be administered to students by an employee trained to administer medications. A student who must take medication during the school day shall bring a written request from his or her parent and the medication shall be in its original, properly labeled container. Medication shall be stored in a secure location in the health room.

**Z. Continuous Improvement Committee**

1. Building administrators and certified employees shall work collaboratively together through a campus-based Continuous Improvement Committee.
2. The Continuous Improvement Committee will include staff members depending on staff size (Certified 4-6 and Classified-1) and the school principal and assistant principal(s) in each school.
3. The LREA Building Representative shall conduct an election for the Continuous Improvement Committee members at the first August staff meeting of the school year by secret ballot.
4. All building staff are eligible to serve on the Continuous Improvement Committee. At least one LREA Building Representative or Alternate shall serve on the Continuous Improvement Committee.
5. If the staff chooses not to elect a Continuous Improvement Committee or is unwilling to elect candidates to serve by acclamation, the LREA President shall appoint the members of the Continuous Improvement Committee.
6. The elected Continuous Improvement Committee members will vote on the Continuous Improvement Committee Chair.
7. The Continuous Improvement Committee Chair will submit a list of elected members to the principal.

**AA. 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 Continuous Improvement Committee shall be filled by a faculty representative. One position shall be filled by a classified member.
2. In schools 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 Continuous Improvement Committee shall be filled by a faculty representative. One position shall be filled by a classified member.

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 Continuous Improvement Committee shall be filled by a faculty representative. One position shall be filled by a classified member.
4. 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 Continuous Improvement Committee

#### **BB. Continuous Improvement Committee 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 Continuous Improvement Committee shall be elected by the committee by secret ballot. Under no circumstance shall the administration interfere with the election of Continuous Improvement Committee members or with the submissions of recommendations or concerns of the staff.

If the faculty chooses not to elect a Continuous Improvement Committee or is unwilling to elect candidates to serve by acclamation, the Association shall appoint members to the Continuous Improvement Committee.

#### **CC. Building Administrator and Continuous Improvement Committee**

The LRSD 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 therefore agree that the building administrator shall consult with the Continuous Improvement Committee in the spring prior to the assignment of classrooms and all extra duties to certified employees for the following school year. A certified employee 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, certified employees who instruct children in the children's regular classroom, teach small groups, or need special facilities which must be shared.

#### **DD. Continuous Improvement Committee Procedures**

1. The Building Representative will submit a list of the committee members to the building administrator.

2. Concerns must be submitted anonymously in a locked container located in the lounge to which only the Chair may have the key or combination.
3. The Chair of the Continuous Improvement Committee sets the agenda for each meeting by removing the concerns from the locked box in the presence of the other Continuous Improvement Committee members and compiles a list of concerns to be addressed with the building administrator at a separate meeting.
4. It is up to the discretion of the Continuous Improvement Committee members if a concern meets the criteria for a Continuous Improvement Committee concern. Not every concern placed in the locked box should be brought before the building administrator. Individual concerns or personnel matters are not appropriate.
5. At the meeting with the building administrator, the Continuous Improvement Committee will present the concerns and discuss potential solutions with the building administrator. The Continuous Improvement Committee is not required to present the concerns prior to the scheduled meeting.
6. Issues and resolutions should be typed and distributed to the staff either electronically or in print within seven (7) working days.
7. If any school's Continuous Improvement Committee wishes to have a review of the discipline enforcement at the school, the Continuous Improvement Committee must notify the Superintendent's designee 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 Continuous Improvement Committee should also include the building administrator's action or response to the Continuous Improvement Committee concern if it is not satisfied with the resolution at the building level. The Student Handbook Committee will ask the Continuous Improvement Committee chairperson, the building administrator, and the certified employees(s) for any information it needs to review before drawing its conclusions.
8. A building administrator may choose not to implement, for good cause, procedures and/or recommendations of the Continuous Improvement Committee. In such cases, the building administrator shall respond in writing within seven (7) working days to the Continuous Improvement Committee and list the basis for non-implementation of the procedures.
9. After reviewing the building administrator's response, the Continuous Improvement Committee may appeal the decision to the Associate Superintendent and the Superintendent.

10. If after fifteen (15) working days following the filing of the appeal under section 9, the problem has not been solved or resolved to the satisfaction of the Continuous Improvement Committee, the matter may be presented to the LRSD by the Association at its next regular meeting.
11. Cases handled through this Article shall not be resubmitted as a grievance.
12. Decisions of the LRSD rendered in such cases shall apply only to that school and shall not constitute District-wide policy.

#### **EE. Committee Function**

1. In the preceding May, the building representative will submit a list of the committee members to the building administrator who will, thereafter, schedule a monthly meeting with the Continuous Improvement Committee for the purpose of:
2. Reviewing and discussing conditions in the school and any problems which may exist. Disputes between or among staff shall not be an appropriate subject for the Continuous Improvement Committee. Such matters shall be handled and dealt with in a confidential manner by the building administrator.
3. Developing, reviewing, and revising procedures within the building. (Such building procedures shall not be inconsistent with school LRSD policy.)
4. Consulting with the Continuous Improvement Committee in regard to the tentative master schedule for the following year.
5. Setting times and dates for each regularly scheduled faculty meeting
6. Consulting with the Continuous Improvement Committee before scheduling any evening meetings that are scheduled at the option of the school.
7. Conferring with the Continuous Improvement Committee before appointing faculty committees.
8. Developing and evaluating guidelines for reducing class interruptions jointly with the Continuous Improvement Committee.
9. Consulting with the Continuous Improvement Committee on assignment of classrooms and all extra duties to certified employees for the following school year.

#### **FF. Additional Meetings**

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

**GG. Additional Staff Present**

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

**HH. Continuous Improvement Committee Joint Training**

Both building administrators and the members of school Continuous Improvement Committees shall be required to attend an annual joint training on Continuous Improvement Committee responsibilities.

**II. Professional Dress and Appearance**

All certified employees are expected to dress in clothing appropriate for their profession. Employees must remember their obligation to set an example for their students. When a certified employee is not dressed in professional attire, the principal will communicate this to the certified employee. Buildings may elect to dress in a casual manner on specific days.

**SECTION IV**  
**CLASSROOM MANAGEMENT AND**  
**STUDENT DISCIPLINE**

**A. LRSD Support in Discipline**

Certified employees and administrators bear equal responsibility for the enforcement of discipline in their assigned schools. The LRSD 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 Handbook.

The LRSD recognizes its responsibility to give its full support and assistance to certified employees in regard to maintaining control and discipline in the classroom through the use of reasonable pupil control measures. Appropriate disciplinary measures consistent with the Student Handbook will be used.

**B. Shared Responsibility**

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

**C. Physical Restraint**

In its support of its certified employees, the LRSD recognizes the right of certified employees to use reasonable force as is necessary to protect other persons or property, to quell a disturbance, or to obtain possession of weapons or other dangerous objects. The LRSD further recognizes the right of any employee assaulted by a student to file appropriate charges with the Little Rock Police Department.

**D. Disciplinary Plan**

Prior to the start of the school year, 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 certified employees and administrators shall follow which ensures strong discipline and due process for students. These procedures shall incorporate and be consistent with guidelines in the Student Handbook.

**E. Building Administrator**

Certified employees should handle minor infractions of rules and minor disciplinary problems to the extent possible. When this is not possible, certified employees have the right to send students to the building administrator or designated locations. The certified employee will send a brief written 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 certified employee 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 Handbook.

The student may report back to class after meeting with the building administrator or his/her designee and will present an admission slip to the certified employee indicating how the problem has been dealt with. The certified employee will receive within two (2) working days a written report of the conference. A copy of this report, together with the certified employee's statement of the original problem, will be filed.

**F. Student's Due Process Rights Records**

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

**G. Suspension Appeal**

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 certified employee initiating the referral which resulted in the suspension except by permission of the certified employee.

**H. Alternative Classrooms**

Effective alternative classrooms/settings are an important tool for maintaining an orderly school and classroom environment. Therefore, to the extent possible, the establishment of alternative classrooms or settings for every school will be made.

**I. Due Process Rights**

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

**J. 504 Students**

Students covered by IDEIA and Section 504 of the Rehabilitation Act of 1973 have statutory rights that supersede the normal disciplinary plan for students. Prior to implementation of a student's Section 504 plan, all certified employees affected must be notified and given the opportunity to be included in the plan development. Therefore, a special section of the Student Handbook shall specify the appropriate action for certified employees and administrators to take in dealing with disciplinary infractions committed by students covered by these statutes. Once developed, student plans shall be distributed to applicable staff for implementation.

**K. Exclusion Procedure**

All certified employees have the right to exclude a pupil from class when his/her presence is intolerable to the learning process and after documented attempts have been made to follow the Student Handbook and/or School Discipline Plan. Under such circumstances, the pupil will be referred to the appropriate building administrator.



Within forty-eight (48) hours of the exclusion, the building administrator shall arrange a meeting. Such meeting shall include the building administrator, the certified employee, the pupil's parents and any specialist deemed necessary by any of the parties. Following this meeting, the building administrator and certified employee will make a joint decision on the disposition of the case. In the event the certified employee and building administrator do not reach a joint decision, the matter shall be referred to the appropriate 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 certified employee's class after conferring with the receiving certified employee 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.

#### **L. Student Information**

The following information shall be made available to all certified employees at least two work days prior to the students' first day of class 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".
3. Data obtained from individual tests administered by certified psychological examiners.

#### **M. Student Placement**

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

#### **N. Verbal Abuse at Parent Conferences**

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

#### **O. Interference of Instruction**

If a certified employee believes a parent is actively interfering with the delivery of instruction in his/her classroom, the certified employee may exclude the parent from his/her classroom. Within 48 hours of the exclusion, the building administrator shall arrange a meeting. Such meeting shall include the building administrator, the certified

employee, and the parent. Following this meeting, the building administrator and the certified employee shall make a joint decision on the disposition of the case. In the event the certified employee and the building administrator do not reach a joint decision, the matter shall be referred to the appropriate associate superintendent. If the parent is excluded a second time, he/she may be prohibited from entering the classroom and/or the school building for the remainder of the school year.

**SECTION V**  
**TRANSFERS, EVALUATION AND**  
**SEPARATION**

**A. Voluntary Transfers****1. Application**

A change in teaching position from one school to another may be requested by a certified employee by filing an online application (short form) for transfer to a posted position within the District. All requests for transfer shall remain active for one (1) year from the date of application submission.

**2. Listing of Vacancies**

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

**B. Vacancy Posting**

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

**C. Request for Transfer**

A 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 certified employees 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 certified employees who were previously transferred involuntarily, provided that the Department of Human Resources Office is notified of the certified employee's desire to transfer by May 1 of each year.

**D. 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. Certified employees whose requests for a voluntary transfer have been granted will be notified within ten (10) days after such decision has been reached. The certified employee whose requests for voluntary transfer have been denied will, upon request, be notified in writing of the reason for denial.

## **E. Certified Employee Evaluation**

### **1. Open Observation and Certified employee Copy**

All monitoring or observation of the work performance of a certified employee will be conducted openly and with full knowledge of the certified employee. Certified employees will be given a copy of any mid-year and/or summative appraisal 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 Department of Human Resources and/or placed in their personnel files.

### **2. Three Day Notification of Complaints**

Certified employees shall receive written notice and copies within three working days of all complaints deemed by an administrator (including building administrators) to justify investigation and/or subsequent action of any nature regarding their work performance. No certified employee 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 certified employee 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 certified employee when circumstances permit.

### **3. Adverse Appraisal**

Any adverse appraisal and the basis for such appraisal or disciplinary action shall be given to the certified employee in writing with recommendations for improvement. The appraisal and procedure are subject to the grievance process. An adverse appraisal shall mean any performance rating level less than Basic.

### **4. Conference**

A building administrator may schedule a conference within three (3) days with a certified employee to offer verbal suggestions related to improving a certified employee's job performance that are not entered into the certified employee's personnel file. The conference is intended to be an informal process between the certified employee and the building administrator to discuss an area of concern and to develop an unofficial plan of action.

### **5. Confidentiality and Representation**

Any criticism, reprimanding, warning or disciplining of any employee by a supervisor, an administrator, or any other agent of the employer shall be made in confidence and never in the presence of pupils, parents, other employees, or at public gatherings. All critiques shall be confidential.

However, the certified employee shall have the right to have another staff member of his/her preference present at such a meeting.

**6. Conditions of Evaluation**

Certified employees shall be formally evaluated each year by their building administrator or his/her designee as outlined in the Arkansas Teacher Evaluation Support System (TESS).

**F. Timeline**

All final certified employee evaluations shall be completed and delivered to each certified employee by May 31st.

**G. Certified employee Dismissal (Performance)**

Certified Employee Dismissal for performance concerns shall be conducted as outlined in the Arkansas Teacher Evaluation and Support System (TESS).

**H. Final Probationary Conference**

At the final probationary conference, a union representative will be present. In the final meeting, the building administrator shall be present to inform the certified employee 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 certified employee's employment if the identified competencies have not been remedied.

**I. Appeal to Level II Hearing**

If the certified employee is not satisfied with the results of the Level II grievance hearing, the certified employee may elect to appeal the issue to the LRSD Board of Directors.

**J. Compliance**

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

**K. Arbitrary or Capricious Reasons**

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

**L. Annual Contract**

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

**M. Certified Employee Suspension**

Certified employee suspensions associated with a termination recommendation for performance shall comply with the Arkansas Certified employee Fair Dismissal Act, as it is amended.

**N. Coaches**

Athletic coaches will be observed and evaluated in accordance with the "Coaches Evaluation Procedure".

**O. Certified Employee Discipline****1. Progressive Discipline**

LRSD shall follow the principles of progressive discipline with respect to minor offenses. Any action taken against a certified employee will be appropriate to the behavior which precipitated such disciplinary action.

**2. Administrative Leave**

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

**3. Stages of Progressive Discipline**

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

**a) Written Warning**

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

**b) Written Reprimand**

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

**c) Suspension Without Pay**

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

- i. A hearing at Level II has been conducted and a decision rendered, or
- ii. Fifteen (15) calendar days after the disciplinary action is taken if the suspension is not grieved.

**P. 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.

**Q. Just Cause**

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

**R. Certified Employee Conduct**

Under no circumstances shall the disciplinary provisions of this contract as they apply to certified employee conduct be linked to the essential instructional competencies covered by TESS.

**S. Representation**

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

**T. Time Frame**

If LREA representation is requested, the LREA representative shall be required to be present within 48 hours of being notified of the impending action.

**U. Submission of District Property**

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

**V. Violations of Criminal Codes**

Any certified employee who is charged with a violation(s) of the Arkansas or United States criminal code must report the charge(s) to his/her immediate supervisor. The report shall be made immediately following the charge(s) being levied. After the initial report has been made to the immediate supervisor, any change in the status of the charge(s) must be reported to his/her immediate supervisor before the start of the next workday. Failure to make the required notifications shall be grounds for termination.



**W. Criminal Charges**

All certified employees 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.

**X. Insubordination**

Insubordination is defined as a willful or intentional failure to obey a lawful and reasonable request of a supervisor. The elements of insubordination are:

1. A direct order was issued to an employee.
2. The employee received and understood the order.
3. The employee refused to obey the order through an explicit statement of refusal or through nonperformance.
4. In the case of abusive language toward a supervisor, insubordination may not be found if:
  - a) It was provoked by the supervisor.
  - b) It was not spoken in the presence of others.

**Y. Involuntary Transfers/Displaced Certified employees****1. District Reorganization**

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

**2. Definitions:**

**SENIORITY** - Shall be defined as a certified employee’s total number of years of employment by the Little Rock School District, with those certified employees 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 CERTIFIED EMPLOYEE** - Shall be defined as any certified employee whose school is closed, reorganized, or is involuntarily transferred.

**INVOLUNTARY TRANSFER**-Shall be defined as the involuntary reassignment of teaching personnel.

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

SURPLUS CERTIFIED EMPLOYEE - Shall be defined as teaching personnel who are without an assignment after all positions have been filled.

**Z. Conditions of Reassignment**

1. The LRSD recognizes that the reassignment of some certified employees within a school may be unavoidable. However, such reassignments shall be held to a minimum and made only under the following provisions:
2. Reassignments within a school shall not be made without the consent of the certified employee except as follows:
  - a) Substitution of a study hall or a non-teaching duty for a teaching period.
  - b) Reduction of the number of courses.
  - c) Significant change in school enrollment (at least five (5) %) or loss of a class.
  - d) Factors related to job performance indicate that a certified employee may perform more effectively in another assignment. Factors related to teaching performance shall be defined as evaluations, experience in a particular grade level, and preference of the certified employee based on seniority.
  - e) Certification needs of the school.
  - f) No certified employee may be involuntarily reassigned for reasons other than those listed above.
  - g) Certified employees shall be notified immediately following their reassignment.

**AA.Procedure:**

1. In the event of a school closing or reorganization, those certified employees 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 certified employees with three (3) years or fewer 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 certified employees by seniority as described 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 fewer than the number of displaced certified employees, the position(s) of the least senior certified employee(s) in each certification area will be declared vacant so that the number of vacancies will then equal the number of displaced certified employees.
5. These displaced certified employees 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 certified employee will choose first, the second most senior displaced certified employee will choose second, and etc.

**BB. Rights of Surplus Certified employees**

Those certified employees whose positions are declared vacant because of their position on the seniority list shall be declared surplus. These surplus certified employees shall be assigned as regular substitutes. All surplus certified employees 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 certified employee is hired and after all previously surplus certified employees have been duly placed or offered a permanent full-time position. First offer of employment shall be made to certified employees in the reverse order in which they are declared surplus.

**CC. Court Orders**

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

**DD. Certified employee Transfer**

Any certified employee transferred or reassigned as a result of a school closing or reorganization shall be classified as involuntarily transferred provided 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.

**EE. Displaced Certified employees**

In the event that the number of certified employees employed in a given school year is in excess of the number of certified employees allocated to that particular school, and such excess is a result of decrease(s) in student enrollment, displaced certified employees 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 Section Y2.

**FF. Reduction-In-Force****1. Definition**

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

**2. Notification to the Association**

LRSD will notify the Association of its position at least forty-five (45) calendar days prior to the implementation of the reduction-in-force. Such notification shall include the basis for the position and a listing of the needed reductions by certification (elementary, secondary, and subject area - math, science, English, social studies, etc.) During this forty-five (45) calendar day period, representatives of the LRSD 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, and expenditures non-essential to the learning process.

**3. Selection of Certified employees to be Included in the RIF**

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

**4. Procedure**

- a) A hiring freeze will be instituted immediately.
- b) LRSD shall develop lists of positions identified for Reduction-in-Force, as well as positions that will be available for certified employees in that category.
- c) LRSD shall develop lists by rubric score of current certified employees within each category of certified employees that will be affected by the Reduction-in-Force.
- d) Affected certified employees will be offered/placed in available positions based on their rubric scores. Certified employees with the highest rubric

scores will be placed first. In the event of a tie, the certified employee with the earliest date of hire will be placed first.

**5. Rehiring**

If the LRSD increases the number of certified employees or has a vacancy at any time after the RIF, the LRSD shall first offer re-employment to the certified employee(s) in the reverse order of the RIF specified in number five (5.) above. A certified employee's failure to respond affirmatively within fifteen (15) calendar days after receipt of the LRSD's letter sent by registered mail to the certified employee's address on file with the LRSD recalling such certified employee, shall result in termination of the certified employee's right of recall thereafter. A certified employee who has been the subject of a Reduction-in-Force can be recalled for a period of up to two (2) years.

**6. Federal Funds**

The LRSD agrees that every certified employee whose position is funded through federal monies shall be given preference for similar positions if federal monies for their positions are discontinued or held.

**RIF (Reduction-in-Force) Scoring Rubric**

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

**Definitions:**  
**Extracurricular Responsibilities**-Duties voluntarily performed beyond those listed on the job description which directly impact instruction and/or students, such as club sponsor, special committees, etc.  
**Leadership**-holding a position as a leader of a group, organization, department, etc. or performing duties that motivate, guide or inspire others and have a positive impact on student learning.  
**Certification**-having licenses in critical shortage areas as defined by ADE, such as Special Education, Math, Science or endorsements in critical shortage areas as defined by ADE, such as GT, Library Media, School Counselor or ESL or shortage areas in LRSD.  
**Specialized Training**-having received additional training necessary to perform specific job duties related to student learning, such as Advanced Placement Training, Sheltered Instruction Observation Protocol Training Model, ESOL, CGI, and ECM, etc

**JJ. Resignations/Re-employment****1. Resignations**

Letters of resignation shall be submitted to the Department of Human Resources. Resignations become effective on the date specified in the body of the resignation letter. While unusual circumstances may dictate otherwise, usually a resignation will occur at least 15 days before the effective date of the resignation. Certified employees under annual contract shall give thirty (30) days' written notice of resignation or intent to retire. An employee's contract may only be voided by mutual consent.

**2. Reemployment**

All employees who leave the LRSD in good standing shall be available for reemployment consideration. Those employees re-hired will have all years of service (less time away) restored.

**SPECIAL EARLY CHILDHOOD ADDENDUM FOR P3 AND PRE-K 4 PROGRAMS**