

AGREEMENT

Between

**Board of Directors
Little Rock School District**



and

**The Little Rock
Education Association**

**TEACHERS
2012-2015**

AEA

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PROFESSIONAL NEGOTIATIONS AGREEMENT

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

PREAMBLE

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

ARTICLE 1

RECOGNITION

A. Good Faith Negotiations

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

B. Association and Policy

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

C. Board Authority

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

D. Certification for Exclusive Representation

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

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

E. Equal Opportunity

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

ARTICLE 2

NEGOTIATION PROCEDURES

A. Subjects of Negotiations

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

B. Representation

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

C. Ground Rules for Negotiations

1. Both parties will negotiate in good faith.
2. Tentative agreements to part of the proposed PN Agreement are contingent upon eventual agreement to the entire PN Agreement.
3. Both spokespersons are vested with the authority to reduce to writing and initial all tentative agreements reached during each session.
4. The LREA and the Board will exchange all proposals (except the teacher salary scale and the supplementary pay schedule) on February 1 each year and negotiations will begin on March 1 in the year that the agreement expires.
5. Both parties agree to expedite the process.
6. The Negotiations Process will be determined by both parties prior to February 1 of the year the contract expires.
7. An Internal Editing Committee will be appointed, with four members from each team, including the Chief Negotiator from each team, to edit and draft language and format the document. The draft of the document will be presented to the entire Negotiations Team for approval.

D. Meetings

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

E. Assistance

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

F. Study Committee

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

G. Exchange of Information

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

H. Agreement

When tentative agreement is reached by the negotiation teams, it shall be reduced to writing and submitted for ratification to the Association. The tentative agreement shall constitute an Agreement only upon adoption by the Association and the Board. The Agreement shall constitute District policies upon adoption by the Little Rock School Board. Provisions of the Agreement shall be incorporated by reference in the individual contract or statement of conditions of service as submitted to employees.

I. Impasse

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

J. Costs

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

ARTICLE 3

EDUCATIONAL QUALITY

A. Instructional Systems

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

C. Field Trips

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

D. Library Media Specialists and Library Media Facilities

The Board and the Association agree that library facilities will be available for use by students during the entire school term. In order to accomplish this objective, all fully certified librarians will be placed on 9 1/2 month contracts. Library Media services are not to be considered as planning time, preparation time or released time for teachers. 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 teachers 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)

E. Kindergarten/Restrooms

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

F. Kindergarten/Instructional Aides

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

G. 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 teacher is assigned a disproportionate number of protected students, the Board will strive to see that the students are assigned in an equitable manner in the elementary classrooms.

ARTICLE 4

PROCEDURE FOR RESOLUTION OF GRIEVANCES

A. Definitions

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

B. Procedure for Individual Grievances

The parties acknowledge that it is desirable for a teacher to resolve problems through free and informal communications with his/her immediate supervisor and therefore agree that an effort to resolve a problem between a teacher and his/her immediate supervisor shall be attempted. Such attempt shall occur within five (5) calendar days of the incident(s) or within five (5) calendar days of the teacher's knowledge of the incident(s) on which the grievance is based. If the teacher cannot resolve the problem verbally with the building administrator in an informal exchange then the teacher shall contact the building administrator in writing of the request for an informal meeting with the reason for the informal meeting. Teachers attempting informal resolution shall have the right to a representative at the meeting(s).

1. Level One – Immediate Supervisor

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

The grievance letter shall include the following:

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

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

The supervisor shall, within three (3) calendar days after the receipt of the grievance, arrange for a meeting with the grievant, the Association's representative, and an administration representative. The supervisor shall provide the aggrieved party and the Association with a written answer to the grievance within five (5) calendar days after the meeting. Such answer will include the reasons upon which the decision was based.

2. Level Two - Superintendent

For grievances which are not the result of suspensions without pay, or non-renewal and/or termination recommendations:

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

A grievance which is the result of a suspension without pay, or termination or non-renewal recommendation shall begin at Level II Two. Prior to making a recommendation for suspension without pay, or termination or non-renewal, the principal or supervisor shall review the proposed recommendation with an appropriate Associate Superintendent and/or Human Resources Director/Associate Superintendent for Human Resources. Following the review, the principal shall either resolve the issue with the teacher or send the recommendation to the teacher with a copy to the Superintendent.

The request to appeal a suspension without pay, or termination or non-renewal recommendation through the grievance procedure must be made in writing to the superintendent or his designee within 15 days of the employee's receipt of the notice of the principal's or supervisor's recommendation. The Superintendent or his/her designee will arrange a meeting with the grievant, the Association's Representative, the involved supervisor and the administration representative within five (5) days after receipt of the grievance. The parties shall have the right to include in the representation such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance. The hearing officer shall, within five (5) working days after this meeting, send his/her decision in writing to the grievant, the Association and the Superintendent. Such answer shall include the reasons upon which the decision was based.

In cases involving suspension without pay, or non-renewals and/or termination recommendations: if the hearing officer upholds the principal's or supervisor's recommendation following the Level Two appeal, the Superintendent shall, within ten (10) working days of receipt of the hearing officer's letter, send a recommendation to the teacher for suspension without pay, or termination or non-renewal in accordance with the notification requirements of the Arkansas Teacher Fair Dismissal Act and also inform the teacher of his/her legal right to a hearing before the Board of Directors or

binding arbitration, if requested, within thirty (30) calendar days of receipt of the Superintendent's notification.

For a grievance which is the result of a suspension without pay, or a termination or nonrenewal recommendation:

if the employee does not make a Level Two appeal request within fifteen (15) days of the principal's or supervisor's notice, then the principal's or supervisor's recommendation shall go to the Superintendent. If the Superintendent decides to support the recommendation, then the Superintendent shall notify the employee of his/her decision in writing in accordance with the notification requirements of the Arkansas Teacher Fair Dismissal Act. The employee may request a hearing before the Board of Directors outside of the grievance procedure in accordance with the provisions of the Arkansas Teacher Fair Dismissal Act. The notice shall also inform the teacher of his/her legal right to a hearing before the Board of Directors if requested within thirty (30) calendar days of receipt of the Superintendent's notification or binding arbitration, if requested, within thirty (30) calendar days of receipt of the Superintendent's notification.

If an appeal request has not been made within 15 days of the notice, the employee may still request a hearing before the Board of Directors outside of the grievance procedure as long as the request conforms to the requirements of the Arkansas Teacher Fair Dismissal Act.

If no decision is received, the grievance is sustained.

3. Level Three – Binding Arbitration or Board Hearing

a. Request for Level Three Grievance

For a grievance which is the result of a suspension without pay, or a termination or nonrenewal recommendation, if the Association is not satisfied with the resolution of the grievance at Level Two, or if no decision has been rendered within five (5) days after the meeting with the Superintendent or designee, then within fifteen (15) days after the Level Two meeting, or within thirty (30) days after the request for a Level Two Grievance, the Association or employee must submit a formal request for a Level Three Grievance by written notice to the Superintendent or designee. All requests for Level Three hearings must be made in writing. The grievant shall include in the Level Three request all documents from the Level Two meeting.

Binding arbitration shall be the method of resolving all Level Three grievances except grievances filed contesting suspensions without pay, or non-renewals, and/or termination recommendations. In the case of a grievance which is the result of a suspension without pay, or a termination or nonrenewal recommendation, the Association and the employee have the option of selecting either a Board hearing pursuant to the Arkansas Teacher Fair Dismissal Act, or binding arbitration to resolve suspensions without pay, non-renewals and/or termination recommendations. If the binding arbitration option is selected, the employee's position must be clearly stated in the formal request for a Level Three hearing. The request for either arbitration or a hearing pursuant to the Arkansas Teacher Fair Dismissal Act shall be made within thirty (30) days following the teacher's receipt of the Superintendent's recommendation.

Further, if the binding arbitration option is selected, the employee shall sign a written waiver agreeing to waive his/her rights to a Board hearing under the Arkansas Teacher Fair Dismissal Act and to any subsequent judicial processes thereunder and accepts the decision of the arbitrator as final. If the binding arbitration option is not selected for suspensions without pay, or non-renewals and/or termination recommendations, the procedure set forth in the Arkansas Teacher Fair Dismissal Act, as amended, shall be followed.

b. Procedure for Binding Arbitration (Optional)

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

c. Procedure for School Board Hearing

- 1) Board hearings to resolve suspensions without pay, or non-renewals and/or termination recommendations shall be conducted in accordance with the procedures set forth in the Arkansas Teacher Fair Dismissal Act.

C. Procedure for Association Grievances

1. If, in the judgment of the Association, a grievance affects a group of teachers or the Association, the Association may initiate and submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the procedure, even though there is no individual aggrieved person who wishes to do so. Class grievances involving more than one (1) supervisor and grievances involving the administrator above the building level may be filed by the Association at Level Two.
2. In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Level Two.

3. The Association, on its own, may continue and submit to fact-finding any grievance filed and later dropped by the grievant.
4. Association grievances must be filed within ten (10) calendar days of the incident(s) on which the grievance is based or within ten (10) calendar days after the last effort at an informal resolution.

D. Miscellaneous Clauses

1. Time Limits

When a grievance is submitted on or after June 1, and before September 1, time limits shall refer to weekdays rather than teacher workdays.

2. Confidentiality

All sessions held in connection with the processing of grievances shall be in closed session, and no news releases shall be made concerning the progress of the hearing unless such action is deemed to be in violation of the Freedom of Information Act.

3. Representation

No teacher may be required to discuss any grievance if a representative of the Association is not present.

4. Released Time

Should the formal processing of any grievance require that a grievant or the Association's representative be released from his regular assignment, he shall be released without loss of pay or benefits.

5. No Reprisal

No reprisals of any kind will be taken by the Board, Administration, or Association against any teacher, administrator, or board member because of his participation in the process of any grievance.

6. Cooperation

The Board, Administration, and Association agree to cooperate in the investigation of any grievance and to exchange any information required for the processing of the grievances.

7. Filing of Grievances

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

8. Administrative Channels

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

9. Association Rights

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

10. Level Two/Non-renewal or Termination

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

11. Arbitrator's Decision

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

12. Precedent

Any decision rendered by the Administration at Level II in a grievance shall be considered as precedent for substantially similar grievances and distributed in writing to the appropriate Associate Superintendent.

ARTICLE 5

EMPLOYMENT OF TEACHERS

A. 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 by AdvancEd or accrediting agencies of comparable rank. Credit for college and university teaching will not be allowed unless the experience was in the teacher's major teaching field and unless the teacher was fully certified by public school standards when such experience was gained. (Summer school experience will also be excluded.) Teachers will be given one-half (1/2) credit for previous teaching experience in schools, colleges, universities or facilities operated by the Division of Youth Services holding lesser accreditation than that of AdvancEd or accrediting agencies of comparable rank.

B. Employment Requirements

Upon hire every teacher must provide to Human Resources evidence indicating freedom from tuberculosis. He/she must also have on file in the Human Resources Office an official transcript of all college credit, a valid teaching certificate/ license from the state of Arkansas, an employee withholding tax certificate, fingerprints and criminal background check information, insurance paperwork, social security card, I-9 form, Direct Deposit form, reference forms and an official birth certificate. No compensation will be issued until the aforementioned material is on file in the Human Resources Office. Exceptions may be made for good and valid reasons as determined by the Associate Superintendent of Human Resources or designee.

C. Notification of Employment

1. Unless a teacher 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. When a successor Agreement as defined in Article 2. H. is reached, contracts will be issued. Teachers will have thirty (30) calendar days after contracts are issued to accept and return their contracts to the Administration Office.

D. Probationary Teachers

A teacher entering the Little Rock School District is on probation until he/she has served under annual contract (a contract for the school year or for 120 days) for three (3) consecutive school years and has been elected for his/her fourth contract. The exception to this is a teacher who had obtained non-probationary status in another Arkansas School District. All newly hired teachers to the Little Rock School District will be on probation for a minimum of one year. Upon completion of this probationary period and election for the fourth contract, the teacher becomes entitled to non-probationary status in the Little Rock School District.

E. Vocational-Technical Teachers

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

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

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

F. Hiring

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

G. Reduction-In-Force

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

1. Definition

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

2. Determination

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

3. Notification to the Association

The Board will notify the Association of their 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 Board will meet and confer with representatives of the Association for the purpose of discussing the basis for the planned reduction-in-force and consider alternatives, such as decreases in extra-curricular programs, non-instructional personnel, administrative staff, and expenditures non-essential to the learning process.

4. Selection of Teachers to be Laid-Off

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

5. Procedure

The Board will notify the Association of their 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.) A hiring freeze will be instituted immediately.

During this forty-five (45) calendar day period, representatives of the Board will meet and confer with representatives of the Association for the purpose of discussing the basis for the planned reduction-in-force and consider alternatives, such as decreases in extra-curricular programs, non-instructional personnel, administrative staff, and expenditures non-essential to the learning process.

Develop lists of positions identified for Reduction-in-Force, as well as positions that will be available for employees in that category.

Develop lists by rubric score of current employees within each category of employees that will be affected by the Reduction-in-Force.

Affected employees will be offered/placed in available positions based on their rubric scores. Teachers with the highest rubric scores will be placed first. In the event of a tie, the employee with the earliest date of hire will be placed first.

6. Rehiring

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

H. Federal Funds

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

RIF (Reduction-in-Force) Scoring Rubric

Domain-Based on Prior Year	Points Possible-25 Points	Points Earned	Total
Seniority-Total Years in LRSD	0-3 Years=5 points 4-10 years=10 points 11-20 years=15 points 20+ years=25 points		
Performance Evaluation <i>Average of All Areas on PTAS</i>	Below Basic=0 points Basic=5 points Proficient=15 Points Distinguished=25 Points		
Attendance	13+ Missed Days=0 Points 10-12 Missed Days=5 Points 8-9 Missed Days=10 Points 4-7 Missed Days=15 Points 0-3 Missed Days=25 Points		
Professional Development	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		
Educational Preparation <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		
Other-See Definitions <i>Bilingual</i> <i>Extracurricular Responsibilities-See List</i> <i>Pathwise Mentor Leadership-See List</i> <i>Certification-See List</i> <i>NBCT</i> <i>Specialized Training-See List</i>	Bilingual=5 points NBCT=5 points Pathwise Mentor=4 points Specialized Training=3 points Leadership=3 points Certification=3 points Extracurricular Responsibilities=2 points		
Armed Forces Veteran	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, Reading Recovery Training, Sheltered Instruction Observation Protocol Training Model, etc.

ARTICLE 6

TEACHER DISMISSAL (Performance)

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

A. Performance Probation

Before placing a teacher into the Assistance phase, at least one formal observation must be completed in accordance with the evaluation procedures jointly adopted by the Little Rock School District and the Little Rock Education Association.

B. Post Conference and Observation Report

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

The observation-report may be completed on the District form or may be entered electronically. If the report is entered electronically, the four domains and associated elements must be the same components listed on the District form.

C. Notification of Unsatisfactory Performance

If, upon evaluation of a teacher, a teacher's overall performance is less than proficient, the building administrator will issue written notice to the teacher setting a meeting to discuss performance concerns and possible probation. The written notice shall state that the teacher may have union representation at the meeting.

D. Assistance Letter

If the building administrator elects to place the teacher on assistance, an assistance letter must be given in the meeting. The letter must include the following items:

1. The performance domains which are judged unsatisfactory.
2. What must be done to correct the Basic and/or Below Basic areas.
3. Notice that the building administrator will meet with the teacher to develop an assistance plan.
4. Notice that the building administrator will provide and/or schedule technical assistance.
5. The length of the assistance period will be 40 calendar days.
6. Notice that failure to satisfactorily remedy deficiencies will result in probation extension, a non-renewal recommendation, or a termination recommendation.

E. Individual Improvement Plan

A meeting must be held to develop an assistance plan. The teacher must be allowed input into the plan. If the teacher rejects the plan, he/she will still be responsible for correcting the identified areas. This plan is to be specific with obtainable objectives and reasonable measurements.

F. Intensive Assistance

Intensive assistance to correct the problem must be provided during the Assistance Phase unless rejected by the teacher and documented by the building administrator.

G. Observations During Probation Period

A formal observation conference to assess the progress and to provide feedback to the teacher along with the required post observation conference shall be held by the building administrator during the probationary period. In the pre-conference, the teacher and building administrator will mutually identify, when possible, the date of the classroom observation. During the post observation conference, the building administrator and the teacher will jointly conference to determine how future progress and feedback will be determined at or near the end of the probationary period (i.e., informal observation, drop-ins, written communication, and conference).

H. Formal Observation

At the final probationary conference, a union representative will be present. In the final meeting, the building administrator shall be present to inform the teacher and to respond to any questions about his or her decision to extend the probation, to recommend non-renewal, or to recommend termination of the teacher's employment if the identified competencies have not been remedied. (An appraisal form shall be included with the recommendation at the end of the assistance period. This appraisal may be in addition to the appraisal required in Article 21, Section F.)

I. Appeal to Level II Hearing

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

J. Compliance

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

K. Arbitrary or Capricious Reasons

No probationary or non-probationary teacher 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 teachers will be renewed unless the above procedures regarding performance have been followed. (This relates to performance only.)

M. Teacher Suspension

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

N. Coaches

Athletic coaches will be observed and evaluated in accordance with the "Coaches Evaluation Procedure". (See Appendix C)

ARTICLE 7

TEACHER DISCIPLINE

A. Progressive Discipline

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

B. Administrative Leave

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

C. Stages of Progressive Discipline

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

D. Written Warning

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

E. Written Reprimand

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

F. Suspension Without Pay

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

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

G. 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.

H. Just Cause

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

I. Teacher Conduct

Under no circumstances shall the disciplinary provisions of this contract as they apply to teacher conduct be linked to the essential instructional competencies covered by the Professional Teacher Appraisal System.

J. Representation

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

K. Time Frame

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

L. Submission of District Property

Any teacher placed on administrative leave, suspended or recommended for termination shall be required to submit to the administration keys, gradebooks (if not on Edline), and any other district property. This may be required prior to the teacher leaving the building.

M. Violations of Criminal Codes

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

N. Criminal Charges

All teachers with pending criminal charges shall have all the rights afforded under the “Arkansas Teacher Fair Dismissal Act.” Employees with pending criminal charges shall not utilize the grievance procedures with regard to any suspension and/or termination recommendation arising out of the charges.

O. Coaches

Coaches of all sports will be covered by the terms of this article whenever applicable.

P. Coaching Contract

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

ARTICLE 8

SCHOOL CALENDAR

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

A. Workdays and Holidays

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

B. Make-up Days

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

C. Schedule of Workdays

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

1. Pupil-Teacher Relationship - 178 days
2. Professional Development –10 days as defined in ACT 53 of the special legislative session of 2003.
3. Classroom Preparation – All bargaining unit members 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 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.
4. Pupil attendance days will not be established on the two (2) days of the AEA Convention. On those days teachers will receive in-service training by attending instructional conferences or seminars provided by the AEA or those provided by the District.
5. Parent conferences shall be established in accordance with Arkansas State Standards.
6. 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. The two (2) record days at the conclusion of the first and third nine weeks will be ½ day in length.
7. There shall be no meetings or school events scheduled on the evenings of high school graduations, scheduled school board meetings or local, state or national elections.

D. Pre-School Cleaning

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

E. Class Rosters

All teachers shall be provided with tentative class rosters no later than three (3) workdays prior to the first day of pupil attendance.

F. Unpaid Holidays

The school calendar shall include the following unpaid holidays:

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

G. Excused from Pre-School Workshop

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

H. Extended Contracts

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

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

I. Closing of Schools – Inclement Weather

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

J. Paydates

Pay dates shall be the first and fifteenth day of each month. If the pay date falls on a Saturday or Sunday, the payment shall be available on the preceding Friday, except for the months of January and July.

K. Submission of Grades

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

ARTICLE 9

PROFESSIONAL COMPENSATION

A. Salary Schedule

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

B. Newly Employed Teachers

All newly employed teachers shall be placed on the salary schedule in accordance with their training and experience, and the level of compensation shall be determined by the salary schedule currently in effect.

C. Criteria for Salary Credit

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

1. The degrees and/or earned hours are directly related to his/her teaching field(s).
2. The degree and/or hours earned were directly related to his/her level of teaching assignment prior to employment.
3. Eligible credit for degrees or hours earned during the preceding summer will be given during the current school year if a teacher presents a written statement concerning such work to the Human Resources Office by September 1, such statement to be supported by a transcript sent to this office by October 1. Upon receipt of such statement by the Human Resources Office, a revised contract will be issued and the teacher will be paid accordingly.
4. Any teacher who has completed 160 days or more of a school year shall be advanced to the next step the following year.

D. No Reduction for Involuntary Transfer

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

E. Professional Development Salary Credit

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

F. Paydates

All persons on the teacher’s salary schedule will be paid in twenty-four (24) equal installments on the pay dates as set forth in Section J of Article 8. However, teachers holding 9 1/4 month contracts will have the following option of receiving the balance of their contractual salary. Upon written request to the business office by April 15th, teachers may request to receive two (2) payments on the first pay dates in May and June and two (2) payments on the second pay dates in May and June. (Thus receiving no compensation for the months of July and August.) Those teachers who have contract lengths greater than 9 ¼ months but less than twelve (12) months will receive their normal payments on the first and second pay dates in May and two (2) payments on the first and second pay dates in June. (Thus receiving no compensation for the month of July.)

G. Per Diem Salary

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

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

H. Payroll Deductions

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

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

1. Professional Association Dues

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

and have not canceled the deduction. Persons whose names are not on the list will automatically be dropped from payroll deduction of Association dues.

2. Group Insurance Premiums

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

3. Credit Unions

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

4. United Way Donations

a. Requests for donations to the United Way must be received in the Business Office by October 1, and the amount deducted will be divided into twenty (20) equal payments.

b. The Board and Association agree that United Way is a worthy organization that serves a number of important human service agencies in our community. Teachers who wish to contribute to the United Way may do so on a voluntary basis. However, no teacher shall be required to attend any meeting, view films, hear lectures or other promotions of the United Way. Pledge cards may be placed in teachers' mailboxes and teachers may sign and return cards if they choose; however, they will not be required to do so.

5. Annuities

Prior to the close of the 2006-07 school year, a committee composed of no more than three teachers appointed by the Association and three administrators appointed by LRSD shall meet to develop a list of criteria for the purpose of approving up to three additional companies offering tax-sheltered annuities to be recognized for payroll deduction. Once the criteria are developed and implemented the committee shall meet as needed to review the criteria and discuss possible changes and revisions.

The Board and the Association agree that up to six (6) companies offering tax sheltered annuities to teachers will be recognized for payroll deductions. Unless changed by negotiation, three (3) companies are the NEA Valuebuilder program of Nationwide Life Insurance Company, the Travelers Companies, and The Variable Annuity Insurance Company (VALIC).

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

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

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

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

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

I. Extra Pay Assignments

All teachers involved in extra pay assignments shall be compensated as set forth in Appendix B Salary Schedule. All extra duty assignments will be declared vacant annually except those that are contract extensions.

J. Budget

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

K. Travel Expenses for Teachers

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

L. Additional Workday

Effective beginning the 2004-05 school year, teachers requested (by their building administrator or Central Office administrator) to provide professional services on a day not specified in Article 8 as a workday shall be compensated for the time spent in performing those services at a rate of \$25 per hour with a daily cap of \$200 per day. This provision does not apply to teachers who are paid a stipend for extra duty, for services performed outside the minimum schedule hours of work on a workday specified in Article 8, or to State Department requirements for job performance. If a teacher is required (by their building administrator or Central Office Administrator) to provide professional services or to be in attendance on a day not specified in Article 8 as a workday or during a time outside of contractual hours, the teacher will be compensated for the time spent in performing those services at their individual daily rate of pay.

M. Vocational -Technical Teaches and Non-Traditional Teachers

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

1. Teachers with degrees

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

2. Teachers without degrees

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

a. Vertical movement

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

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

A vocational-technical teacher may substitute experience in trade schools or industry schools for fifty (50) percent of the required college work. This may be done upon receipt of approval from the Director - Vocational-Technical Education and the Director of Human Resources in the Little Rock School District.

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

The following work must be completed to move:

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

Speech (3 hours) () denotes required courses

Psychology: General, Educational or Adolescent (3 hours)

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

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

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

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

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

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

Sociology, U. S. History, Economics, or Political Science (3 hours)
Physical or Biological Science (3-4 hours)
Advanced Instructional Techniques or Materials Development, or
In-service Institute or Workshop*(5-6 hours)**

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

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

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

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

ARTICLE 10

FRINGE BENEFITS

A. Term Life Insurance

The Board agrees to provide at least ten thousand dollars (\$10,000) of term life insurance, including Accidental Death and Dismemberment, for each teacher employed by the School District. Each teacher may purchase an additional amount of optional life insurance in increments of one thousand dollars (\$1,000) up to forty thousand dollars (\$40,000). The monthly premium will be payroll deducted. Other details of the policy and the choice of insurance carrier shall be subject to procedures of negotiation and ratification as provided in this Agreement.

B. Health Insurance

The District will continue to negotiate with LREA to determine the amount of the health insurance contribution. The current District contribution as of December 1, 2012 is \$357.70. The Open Enrollment Period for making changes to all health benefits will be October first (1st) through October thirty-first (31st). Other benefit option changes or selection will be in October and early November based upon the approved schedule.

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

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

C. Retirement Incentive

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

ARTICLE 11

SICK LEAVE

A. Application, Transfer and Application Procedure

At the beginning of each school year all teachers will be credited with the number of days sick leave without loss in pay as indicated by the table below, with accumulation from year to year to a maximum of one hundred seventy-eight (178) days beginning with 2012-13 school year. Teachers coming to the District from other Arkansas districts will be granted credit for unused sick leave accumulated in Arkansas districts up to a maximum of ninety (90) days. Except in cases of emergency when teachers are physically or mentally incapable of meeting these criteria, the following conditions must be met in order to use sick leave:

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

B. Additional Sick Leave

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

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

C. Usage

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

D. Sick Leave may be used for:

1. Personal illness or medical care.
2. Death, illness, or medical care of a member of the immediate family. This leave may also be used as bereavement leave.

E. Pregnancy

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

F. Family and Medical Leave

Sick leave days and Family and Medical Leave days will run concurrently. (Family and Medical Leave Act of 1993)

G. Forfeit at Resignation

Teachers who resign from their positions with the Little Rock School District forfeit all accumulated sick leave in excess of ninety (90) days if they do not return to the District within three (3) years from the time of their resignation.

H. Predictable

In case of any use of regular sick leave or extended sick leave which may be predictable (e.g., elective surgery and pregnancy) and which will probably last five (5) consecutive days or longer, the teacher 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.

I. Doctor's Certificate

In a case of any use of regular sick leave or extended sick leave (Article 14, Section G) of more than five(5) consecutive days duration, or upon a pattern of frequent absence for personal illness, the Board may request a doctor's certificate verifying the illness or disability. Progressive Discipline will be used to enforce clear abuses of sick leave. Upon a teacher's return to work after an illness of more than five (5) consecutive days duration, a statement from a doctor certifying that the employee is capable of performing normal employment functions may be required by the Board. In cases where a teacher 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.

J. Immediate Reinstatement

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

K. Leave of Absence

1. Any teacher whose illness or disability is charged entirely to accumulated regular sick leave is entitled, upon return, to immediate reinstatement in the position which was vacated or, if it is no longer in existence, in an equivalent position.
2. The contract of any teacher who is suffering from mental or physical disability which renders the person incapable of performing the services contemplated under his/her contract may be placed on a leave of absence.
3. In determining whether or not to place a teacher on leave of absence for physical or mental disability, the teacher may be required to have an examination by a physician and/or psychiatrist of the District's choice and at District expense. If the teacher contests the decision of the physician and/or psychiatrist, the teacher may select another physician and/or psychiatrist for a second opinion. If the second opinion differs from the first, the two physicians and/or psychiatrists will name a third physician and/or psychiatrist, whose decision will be final. The teacher will pay for the second examination and the District will pay for the third examination.
4. The above procedure may be initiated only by direct order of the Superintendent or designee. Upon return, the teacher may be required to have an examination by a physician and/or psychiatrist of the District's choice. If a dispute arises, the procedure outlined in the second paragraph above will be utilized. The District will pay for all examinations conducted in accordance with this section.

L. 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 or arbitration.

M. Sick Leave Bank

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

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

1. Withdrawal from the bank cannot be made before the employee's accumulated sick leave has been exhausted.
2. Withdrawal from the bank shall be only for life threatening or job threatening illness. To establish eligibility, the employee must submit an application form and statements from two (2) medical doctors on the appropriate LRSD forms. The applicant also shall authorize the release of all medical records used as the basis of the request to the committee. All medical records shall be treated confidentially by all members of the committee and shall be used only for determining eligibility. The committee may utilize a physician of its choosing to review applications that warrant additional review.
3. The maximum withdrawal shall not exceed ninety (90) days. However, withdrawals can be made in maximum increments of thirty (30) days. The committee may grant the extension of an increment after a thorough review.
4. Elective surgery, unless resulting in life threatening complications, and normal pregnancy are excluded from coverage.
5. Injuries being compensated by Workers' Compensation are excluded from coverage.
6. Sick leave days may not be withdrawn from the bank in the following circumstances:
 - a. The days are not normal contract days for the employee.
 - b. The employee becomes eligible for Social Security disability.
 - c. The employee accepts teacher retirement benefits.
 - d. The employee returns to work.
7. If at any time the bank has fewer than 50 days remaining on deposit, the bank shall close for the remainder of the year, or the committee may conduct a vote of the bank members to determine whether to assess all members an additional contribution of one day for that year. The vote of the majority shall be final. The District shall assume no obligation for days awarded in excess of those on deposit; therefore, the committee may not issue more days than are on deposit under any circumstance.

8. Compensation for the first 30 days will be at the employee's daily rate of pay. After the first thirty days, the cost of a long-term teacher substitute, including FICA, will be deducted from the employee's daily rate. However, the minimum payment will not be less than \$50 per day.
9. Annual audits will be conducted noting the amount of usage and the reasons for such usage.

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

ARTICLE 12

PERSONAL LEAVE

A. Allocation

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

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

B. Requirements

Requirements for use of personal leave.

1. The building administrator must be notified twenty-four (24) hours prior to taking such leave. In cases of emergency, including inclement weather, where such notice is impossible, SmartFindExpress and the building administrator must be notified.
2. Lesson plans must be available to cover length of absence.
3. No personal leave may be taken the day before or the day after a pupil holiday unless an emergency exists.
4. Personal leave other than that in Article 38, Section O, will not be used for Association activities.

C. Absence Without Penalty

The terms of this Agreement do not preclude the past practice of allowing a teacher to arrange, with his/her building administrator's approval, to be absent without penalty for a short duration for other purposes where his/her duties can be performed by other teachers during their preparation period with no cost to the District. If the absence exceeds one half (1/2) day, then the teacher must take appropriate leave.

ARTICLE 13

TEMPORARY LEAVE

A. Use For

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

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

B. Application Procedure

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

C. 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. Payment for the time served in jury duty is to be remitted to the District Finance Department.

ARTICLE 14

EXTENDED LEAVE

A. Association Leave

When requested by the Association in writing, the Board agrees that one (1) teacher designated by the Association will be given a leave of absence for the term of the office, with increment but without pay, to serve as the President of the Little Rock Education Association.

B. For NEA/AEA Presidency

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

C. College Training

A teacher will be granted, with increment but without pay, a leave of absence for one (1) year, renewable for one (1) year, to engage in a full-time course of study related to a career in education at a college or university. If a teacher does not engage in a full-time course of study, as defined by the college or university, unless the college or university is not conducting the courses nor substitute courses that the teacher stated he/she planned to enroll in, that teacher shall have forfeited his/her accumulated benefits, including tenure and sick leave, and shall have forfeited his/her right to return to the District. The teacher on leave shall receive a form from the District in which the teacher will be asked to indicate whether he/she intends to return to work or seek an extension. Said form shall be sent by United States mail and be received by the teacher no later than March 1st. Any teacher on leave who fails to return the form or to notify the Department of Human Resources regarding their intent to return to work or seek an extension by April 7, forfeits their right to return to the District.

D. Peace Corps

Peace Corps leave will be granted, with increment but without pay, to any teacher who enlists for a period of time, not to exceed two (2) school years. The teacher on leave shall receive a form from the District in which the teacher will be asked to indicate whether he/she intends to return to work or seek an extension. Said form shall be sent by United States mail and be received by the teacher no later than March 1st. Any teacher on leave, who fails to return the form or to notify the Department of Human Resources regarding their intent to return to work or seek an extension by April 7, forfeits their right to return to the District.

E. Military

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

F. Family Illness

A leave of absence of up to one (1) school year, without increment or without pay, will be granted for the purpose of caring for a sick member of the teacher's immediate family, and such leave may be extended for one (1) year. The teacher on leave shall receive a form from the District in which the teacher will be asked to indicate whether he/she intends to return to work or seek an extension. Said form shall be sent by United States mail and be received by the teacher no later than March 1st. Any teacher on leave who

fails to return the form or to notify the Department of Human Resources regarding their intent to return to work or seek an extension by April 7, forfeits their right to return to the District. The request for an extension must be in writing with documentation of the need to care for a member of the family.

G. Extended Illness or Disability

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

H. Recovery from Illness or Disability

After an extended illness or disability, a teacher is entitled to extended leave for the remainder of the current semester and one (1) additional semester. Such leave may be extended for up to one (1) additional year. The request for an extension must be in writing with medical documentation of the need for the extension.

I. To Run or Serve in Public Office

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

J. Benefit Retention

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

K. Returning from Leave

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

L. Leave Application

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

M. Family and Medical Leave Act

Qualified teachers may take up to twelve (12) weeks of unpaid leave under the terms of The Family and Medical Leave Act. After the leave has been approved, the teacher will receive his/her full normal health care coverage for up to the twelve (12) weeks of the leave. Any leave taken under this section will run concurrently with leave(s) taken under Sections G, H, I of this Article and Section D of Article 11. When the maximum of twelve (12) weeks has expired, the language in any other applicable provisions of this contract shall apply.

ARTICLE 15

Tuition Reimbursement

A. Tuition Reimbursement For Teachers

When a teacher has worked for three years with the Little Rock School District, he/she is eligible to make application for financial reimbursement for in-service advanced study according to the following conditions:

1. The application form will require the normal personal and professional data. Tuition reimbursement will be granted to applicants based on the order in which they are received as long as total budgeted moneys have not been expended. If requests for funds exceed budgeted appropriations, total years of service with the Little Rock School District shall be the determining factor for granting tuition reimbursement.
2. The applicant, except non-degree vocational technical teacher, must hold the standard bachelor's degree plus six (6) semester hours of graduate work.
3. Successful applicants will be granted reimbursement for actual tuition not to exceed the rate charged by the U of A system, for the course of study; provided a passing grade or credit for the course is received. Payment to the teacher will be made within thirty (30) days after the district has been provided with an official transcript and receipts for tuition payments.
4. Any teacher who receives financial reimbursement for in-service advanced study shall be provided released time upon notice to his/her 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 Director of Certified Personnel'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 teacher'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. This provision will be reevaluated at the end of the contract.

ARTICLE 16

TEACHING ASSIGNMENTS

A. Procedure

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

1. Teaching assignments shall be based upon; certification, training, experience, performance (evaluations, leadership, etc.), seniority, non-probationary status, and such other factors as would indicate success in the position to be filled.
2. To assure that students are taught by teachers working within their areas of licensure, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates of their major or minor field of study. Teachers assigned outside their major or minor fields shall not be penalized on the salary schedule in any way. When requested, the Director of Certified Personnel will make available to the Association a list of teachers assigned outside their major or minor fields.
3. All teaching assignments will be made by the building administrator or his/her superiors after the following steps are taken:
 - a. Each year all teachers will submit in writing their personal preference for grade level, group and subject assignments, and such preference shall be a factor in making assignments.
 - b. Department Coordinators will be consulted before assignments are made in their departments.
4. Schedules of teachers who are assigned to more than one (1) school shall be arranged so that such teachers shall not be required to engage in an unreasonable amount of interschool travel.
5. The building administrator shall consult with the Continuous Improvement Committee in regard to the tentative master schedule for the following year.

B. Notification of Assignments

All certified personnel shall be given written notice of the next year's assignment not later than May 31. Such notice shall specify the building, grade level, subject area, and room to which the employee will be assigned. In addition, such notice shall explain the nature of unique (i.e. a medical plan) problems that may be experienced by pupils assigned to the employee. Newly elected teachers shall be given such notice at the time of their employment or school assignment.

Secondary teachers shall not be required to teach more than three (3) courses* in the areas of English, foreign language, math, business, social studies or science. Exceptions will only be made when it would otherwise be impossible to enroll all students who have registered for a course. Teachers assigned three (3) courses will be so notified as soon as possible and in no case later than three (3) weeks before the teaching assignment is to commence. Under no circumstances shall a teacher be assigned more than three (3) courses without additional compensation. Teachers assigned to teach more than one course in a single class period will be compensated at a rate of 5% of their daily rate of pay for each additional course.

All teachers will be given an opportunity to discuss their tentative assignments with the building administrator if they so request.

Adequate assistance in moving will be provided in addition to 2.5 days to prepare for effective instruction.

*Course-has a specific course outline with specific connections to the appropriate curriculum framework. Specifically, regular and Pre-AP and/or AP courses in the same subject are not to be considered one course. (Grievance Finding-June 8, 2007-H.O. Victor Anderson)

ARTICLE 17

VOLUNTARY TRANSFERS

A. Policy

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

B. Application

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

C. Listing of Vacancies

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

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

D. Vacancy Posting

Whenever a teaching vacancy exists at a school, that vacant position will be posted 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.

E. Request for Transfer

The Board and the Association recognize the desirability that each school have a balanced staff in terms of such factors as experience, training, age, gender and race. A request for transfer to the same teaching assignment at a different school should be honored, and whenever possible, all parties involved should be agreeable to said transfers. In all cases of transfers of teachers to a different grade level or course offering, preference shall be given to the best qualified applicant based on training, experience, performance, and other factors relevant in predicting success. However, within three (3) years of the effective date of involuntary transfer, first consideration in order of seniority shall be given in granting requests for voluntary transfers to teachers who were previously transferred involuntarily, provided that the Human Resources Office is notified of the teacher's desire to transfer by May 1 of each year.

F. Notification

No vacancies for which an application is on file will be filled until all pending requests have been acted upon either by granting or denying the request. Teachers whose requests for a voluntary transfer have been granted will be notified within ten (10) days after such decision has been reached. The teacher whose requests for voluntary transfer have been denied will, upon request, be notified in writing of the reason for denial.

ARTICLE 18

INVOLUNTARY TRANSFERS

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

A. Condition

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

B. Seniority

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

C. Required Meeting

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

D. List of Vacancies

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

E. School District Boards of Directors shall have authority to assign and reassign or transfer all teachers in schools within their jurisdiction upon the recommendation of the Superintendent (Arkansas Statute 6.17.303).

ARTICLE 19 PROMOTIONAL VACANCIES

A. Definition

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

B. Application

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

C. Listing of Promotional Vacancies

During the school year, all positions that are open for promotion shall be published by Human Resources. Such notices shall be posted on the district's website and sent via email. Each notice shall include the job description, effective date of vacancy, qualifications for the position, and the filing deadline. Applicants will be allowed a minimum of seven (7) school days from the time of distribution to the teachers to file for the promotions listed before final selections are made.

D. Filing for Positions (Apply Online)

A teacher may apply online for promotional vacancies. The online application must include a current resume, transcripts, and certification.

E. Preferences

The Association recognizes the desirability that each school has a balanced staff in terms of such factors as experience, training, age, and sex. The most qualified candidate among the applicants will be recommended for promotional vacancy. Qualifications will be determined on training, experience, performance. In the event that these qualifications are substantially equal to those of other applicants, preference will be given to the applicant with the most seniority in the District. Upon request, the recommending supervisor shall notify the teacher in writing of the reasons for denial of the promotion.

F. Publication of Vacancies

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

ARTICLE 20

REASSIGNMENT OF TEACHERS

A. District Reorganization

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

B. Definitions:

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

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

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

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

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

C. Conditions of Reassignment

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

1. Reassignments within a school shall not be made without the consent of the teacher except as follows:
 - a. Substitution of a study hall or a non-teaching duty for a teaching period.
 - b. Reduction of the number of 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 teacher 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 teacher based on seniority.
 - e. Certification needs of the school.
 - f. No teacher may be involuntarily reassigned for reasons other than those listed above.
2. Teachers shall be notified immediately following their reassignment.

D. Procedure:

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

E. Rights of Surplus Teachers

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

F. Court Orders

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

G. Teacher Transfer

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

H. Displaced Teachers

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

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

I. Board's Right - RIF

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

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

ARTICLE 21

TEACHER EVALUATION

A. Open Observation and Teacher Copy

All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Teachers will be given a copy of any 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 Human Resources Division and/or placed in their personnel files.

B. Three Day Notification of Complaints

Employees in the bargaining unit 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 teacher shall be adversely evaluated on the basis of a parent and/or student complaint which has not been substantiated. Any investigation shall include discussions with the teacher about whom the complaint was made. If substantiated, the charge may result in disciplinary actions via a suspension or termination recommendation. A union representative may be present in the discussions with the teacher when circumstances permit.

C. Adverse Appraisal

Any adverse appraisal and the basis for such appraisal or disciplinary action shall be given to the teacher 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.

D. Conference

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

E. 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 teacher shall have the right to have another staff member of his/her preference present at such a meeting.

F. Conditions of Evaluation

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

1. Non-probationary teachers shall be evaluated once each year.
2. Probationary teachers shall have a mid-year and a summative appraisal.

3. Formal evaluations on probationary teachers shall be based upon formal, informal and documented drop-in observations. Non-probationary teachers will have a formal observation once every three (3) years except in cases covered by Article 6. For the other two (2) consecutive years, the non-probationary teacher will be evaluated on their completion of professional responsibilities and a professional growth plan.
4. A private reflective conference between the building administrator and the teacher will be held before the evaluation is placed in the teacher's personnel file. The conference will be conducted five (5) working days prior to placement in personnel file.
5. Teacher evaluation procedures and philosophy will be reviewed as necessary by an appropriate joint committee. (See Article 37).

G. Opportunity to Improve

A teacher who needs additional assistance in meeting the teaching competencies will be placed into the Awareness or Assistance phase.

H. Academic Coaches, Library Media Specialists and Counselors

Academic Coaches, Counselors and Library Media Specialists will be evaluated according to their area specific Evaluation Procedures/Forms.

I. Timeline

All final teacher evaluations should be completed and delivered to each teacher by May 31st.

ARTICLE 22

TEACHER FILES

A. File Contents

The District shall maintain the official personnel file in the Human Resources Department for each teacher. No material derogatory to a teacher's conduct, service, character or personality shall be placed in the personnel file unless the teacher has received a copy and has had an opportunity to review the material. The teacher shall have the right to submit a written response to any material placed in the file by the end of the semester unless the items are presented to the teacher within thirty days of the end of a semester allowing a response will then be able to be presented by the end of the next semester.

The personnel file shall be confidential. However, it may be viewed by the teacher, by a person with a signed written expressed authorization of the teacher, by a district administrator upon approval of the Associate Superintendent of Human Resources or designee when the teacher is an applicant for a different position than the one currently held. In addition, if the personnel file or any part is subpoenaed in accordance with the law, or under the Freedom of Information Act request, the teacher shall be notified.

B. Access to File

Any teacher, upon making a request to Human Resources, shall within 48 hours, excluding holidays and weekends of the request, be given access to his/her file.

C. Copy of Contents

Upon reasonable written request, the teacher shall be furnished a reproduction of any material in his/her file.

D. Removal

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

Upon mutual consent between a teacher and the Associate Superintendent of Human Resources, a written reprimand which has not been used for a period of two years as the basis for disciplinary action against the teacher shall be removed from the teacher's file and destroyed upon written request to the Associate Superintendent of Human Resources. This will apply only to reprimands written on August 11, 2005 or beyond.

E. Pre-Employment Materials

No materials related to the application process or hiring process shall be a part of the personnel file except for the application.

ARTICLE 23

TEACHING HOURS AND LOAD

A. Teacher Time Before and After School

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

The teacher's work time, before and after school, shall not be considered instruction time. An elementary teacher may be assigned supervisory duties during this time one day per week without additional compensation, as long as their individual planning time requirement is met. However, this shall not exceed one (1) fifteen (15) minute assignment per week.

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

Every teacher shall have a duty-free, uninterrupted lunch period of thirty (30) minutes. A fifteen (15) minute unassigned relief period will be provided for each elementary teacher each day.

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

Teachers not supervising students may leave school up to fifteen (15) minutes prior to the end of their regular school day on Fridays, on days preceding holidays or vacations, and to attend meetings directly related to the educational field.

Both the Board and the Association agree that there will be no coercive measures taken to solicit volunteers and that there will be no reprisals of any kind taken against any teacher who chooses not to volunteer to perform duties during their lunch period without pay.

Under no circumstances shall teachers be involuntarily assigned to playground/cafeteria supervision except in cases of emergency.

Any teacher who is performing supervisory duties on the playground or in the cafeteria shall be given release time from his/her instructional duties for any discipline-related activities resulting from the supervisory duties.

B. Teacher Schedules

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

Instructional time for all teachers shall not exceed 30 hours per week. Every teacher will have at least three hundred (300) minutes for individual planning each week. Time in blocks of less than thirty (30) minutes shall not be considered planning time.

For schools on block schedule four hundred fifty (450) minutes each week will be used for individual planning.

Teachers will not be assigned duties beyond seven hours and thirty minutes in a contract workday. Scheduled direct instruction time to students will not exceed 30 hours per week.

A minimum of 300 minutes of scheduled time shall be provided each week (based on a 5 day workweek) for each elementary classroom teacher for individual planning and/or preparation and consultation. Art, Music and Physical Education classes shall serve as planning time for elementary schools. Therefore, elementary planning time shall consist of 60 minutes of Art per week, 60 minutes of Music per week, 60 minutes of Physical Education per week, and 150 minutes of planning time per week immediately after the end of the school day. (2:35-3:05pm or 2:25-2:55pm)

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 teacher's contract day shall not exceed eight hours, inclusive of a 30 minute duty-free lunch period.

For Middle Schools, teachers 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.

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/teacher data and/or professional development that are tied to student achievement.

Teachers 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 teacher will be paid 10% of their base salary for each period above the normal for that school.

Teacher work schedules will be assigned by the building administrator; however, secondary teachers shall report to school (10) minutes before their instructional day begins and remain at school until the instructional day ends. Secondary teachers will supervise the students in their classroom and at their hallway door five (5) minutes before the instructional day begins. Secondary teachers may leave the building no sooner than five (5) minutes after the students leave. Elementary teachers will report to class five (5) minutes before the pupil's instructional day begins and remain thirty (30) minutes after the pupil's instructional day ends.

C. Travel

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

D. Department Chairs

1. The parties agree that the same Department Chair positions in effect in 1998-99 shall be retained for the duration of the agreement.
2. Department Chairs are to be selected by the Building administrator with the approval of his/her supervisor.
3. 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 teachers in that department and the school administration. Department Chairs shall have no role in evaluating the teachers in their department.

E. Non-Teaching Duties

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

F. Extra Curricular Activities

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

G. Faculty Committee Assignments

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

H. Equal Distribution of Assignments

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

ARTICLE 24

TEACHING MATERIALS

A. Textbooks Provided Students/Teachers

The Board guarantees to make available to each student in grades K-12 sufficient basal textbooks in subject areas which require their use. The Board also agrees to make every effort to provide supplementary materials for growth and enrichment. Teachers will be provided teacher editions of all textbooks that they are assigned to teach.

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

B. Textbook Selection

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

C. Instructional Budget

Within the confines of the budget, teachers will be provided sufficient teaching equipment and supplies necessary to support an effective education program. Teachers will have daily access to the internet and mail 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 teachers 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. Care of Textbooks

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

E. 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 teacher in each fiscal year the greater of twenty dollars (\$20.00) per student enrolled in the teacher's class at the end of the three (3) months of the school year or five hundred dollars (\$500.00) per classroom for the teacher to apply toward the purchase of related commodities for use by that teacher in his or her classroom for classroom activities.

Per LRSD policy, these monies may not be spent on technology, technology related equipment, nor may teachers be required to purchase copy paper, ink, or office supplies. All supplies purchased with these monies must remain in the LRSD. If a teacher transfers to another school within the district, the supplies purchased with these monies may transfer with the teacher. However, if the teacher leaves the district, all supplies purchased with these monies must be surrendered at the time of separation.

F. 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)

ARTICLE 25

TEACHER FACILITIES

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

A. Work Area

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

1. Copy equipment with all necessary supplies in sufficient quantities.
2. A computer with internet access and printer.
3. A table large enough to assemble multiple-page tests or other instructional materials.

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

B. Lounge

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

1. A telephone
2. Seating
3. A serviceable refrigerator
4. Vending Machines
5. Bulletin board (all notices concerning teachers shall be posted on this bulletin board.)

C. Restrooms

Well-lit, stocked and clean teacher restrooms will be provided.

D. Communication System

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

E. Parking Facilities

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

F. 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 teacher'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 attractable equipment.

G. ADA Accommodations

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

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

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

ARTICLE 26

TEACHER AUTHORITY

A. Board Support in Discipline

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

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

B. Shared Responsibility

Upon accepting employment in the Little Rock School District, classroom teachers assume their appropriate share of the responsibility for pupil discipline in the classroom, in the halls, including between classes, and on the campus of the school where they teach. When the teacher observes a student who is guilty of misconduct or an infraction of a school rule, he/she is expected to correct the student and/or report the offense to the building administrator's office. Nothing in this section shall be construed to imply that a teacher is responsible for student behavior outside of the regular workday (except in cases of emergency).

C. Physical Restraint

In its support of its teachers, the Board recognizes the right of teachers to use reasonable force as is necessary to enforce pupil behavior policies, to exclude pupils from a classroom, to protect other persons or property, to quell a disturbance, or to obtain possession of weapons or other dangerous objects. The Board 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, each school will develop a building disciplinary plan that all parties will follow in dealing with disciplinary action of students. It will include classroom and building procedures that teachers and administrators shall follow which insures strong discipline and due process for students. These procedures shall incorporate and be consistent with guidelines in the Student Rights and Responsibilities Handbook (SRRH).

E. Building Administrator's Office

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

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

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

F. Exclusion Procedure

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

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

G. Student's Due Process Rights Records

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

H. Suspension

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

I. Alternative Classrooms

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

J. Due Process Rights

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

K. 504 Students

The parties recognize that students covered by IDEA 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 teachers affected must be notified and given the opportunity to be included in the plan development. Therefore, a special section of the SRRH shall specify the appropriate action for teachers and administrators to take in dealing with disciplinary infractions committed by students covered by these statutes.

ARTICLE 27

CONTINUOUS IMPROVEMENT COMMITTEE

A. Advisory Committee

An advisory committee of staff members exclusive of administrators and supervisors shall be created in each school building from the faculty of that building. There will be one classified employee member included on the CIC Committee.

B. Selection of Committee Members

1. In schools having a faculty of fewer than twenty-five (25) staff members, the committee shall consist of three (3) staff members. Members of the committee shall be elected by the staff in the building. One (1) position on each 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

C. Elections

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

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

D. CIC 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 CIC sets the agenda for each meeting by removing the concerns from the locked box in the presence of the other CIC 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 CIC members if a concern meets the criteria for a CIC 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 CIC will present the concerns and discuss potential solutions with the building administrator. The CIC 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.

E. Committee Function

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:

1. Reviewing and discussing conditions in the school and any problems which may exist. Except any disputes between or among staff shall not be an appropriate subject for the CIC. Such matters shall be handled and dealt with in a confidential manner by the building administrator.
2. Developing, reviewing and revising procedures within the building. (Such building procedures shall not be inconsistent with school board policy.)
3. Building administrator shall consult with the CIC in regard to the tentative master schedule for the following year.
4. Set time and date for each regularly scheduled faculty meeting
5. Consult with the CIC before scheduling any evening meetings that are scheduled at the option of the school.
6. Faculty committees shall be appointed by the building administrator after conferring with the CIC.
7. Building administrator and CIC are responsible for jointly developing and evaluating guidelines for reducing class interruptions.

8. Building administrator shall consult with the CIC to assignment of classrooms and all extra duties to teachers for the following school year.
9. If any school's CIC wishes to have a review of the discipline enforcement at the school, the CIC 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 CIC should also include the building administrator's action or response to the CIC concern if it is not satisfied with the resolution at the building level. The Student Handbook Committee will ask the CIC chairperson, the building administrator, and the teachers(s) for any information it needs to review before drawing its conclusions.
10. 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.
11. After reviewing the building administrator's response, the Continuous Improvement Committee may appeal the decision to the Associate Superintendent-Curriculum and Instruction and the Superintendent.
12. If after fifteen (15) working days following the filing of the appeal under section D-4 the problem has not been solved or resolved to the satisfaction of the Continuous Improvement Committee, the matter may be presented to the Board by the Association at its next regular meeting.

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

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

F. Additional Meetings

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

G. 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.

H. CIC Joint Training

Both building administrators and the members of school CIC committees shall be required to attend an annual joint training on CIC responsibilities.

ARTICLE 28

BUILDING PROCEDURE

A. Mailboxes

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

B. Leave School During Preparation Period

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

C. Bulletins

Bulletins of all building activities shall be placed in each teacher's mailbox or emailed to their district email.

D. Activities

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

E. Class Interruptions

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

F. Assemblies

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

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

G. Recording Grades-LRSD Board Policy IKA-R2

Teachers 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.)

Teachers are directed to post grades on a weekly basis and daily attendance to the web-based program at all LRSD schools with a subscription to the web-based program. 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 teacher to comply with the regulation of posting grades and attendance to the web-based program may result in progressive discipline.

Edline will serve as the documentation for Interim Reports at all levels except K-2nd. K-2nd teachers will use the LRSD printed Interim Reports until such time as Edline is compatible with K-2nd grading system after which Edline will serve as documentation for Interim Reports at all levels.

K-2nd teachers will complete the LRSD printed report card each quarter until such time as Edline is compatible with K-2nd grading system after which the following shall apply to K-2nd as well. Third through fifth grade teachers shall print a copy of the Edline quarterly progress report to serve as the report card to send home each quarter.

Attendance shall be entered electronically via the Gradequick/Edline system on a daily basis. Attendance is required to be taken within the first thirty (30) minutes of class in all schools.

H. Student Information

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

1. Achievement scores.
2. The names of their students who qualify for services under IDEA or "Section 504".
3. Data obtained from individual tests administered by certified psychological examiners will also be made available to teachers.

I. Student Placement

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

J. Student Teachers

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

K. Preschool Registration

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

L. Department Funding

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

M. Lesson Plan Book

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

Failure to provide lesson plans on a second request will result in a written warning thus beginning progressive discipline. Teachers must provide lesson plans for no more than five days.

N. Parent-Teacher Conference

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

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

O. Private Educational Agencies

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

P. Access to Buildings

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

Q. Building administrator and Continuous Improvement Committee

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

R. Collection for Field Trips

When budgeted moneys for field trips are unavailable, teachers may collect a nominal sum of money from students who wish to attend a field trip which the teacher and 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 moneys from every available source to provide said funds.

S. Unlisted Procedures

Any building procedures not covered in the above shall be open to joint discussion by the 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.

T. Verbal Abuse at Parent Conferences

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

U. Interference of Instruction

If a teacher believes a parent is actively interfering with the delivery of instruction in his/her classroom, the teacher 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 teacher, and the parent. Following this meeting, the building administrator and the teacher shall make a joint decision on the disposition of the case. In the event the teacher 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.

ARTICLE 29

PROFESSIONAL DEVELOPMENT

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

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

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

Developing recommendations for future professional development as well as a procedure for selection, implementation, and evaluation of such courses.

ARTICLE 30

SUBSTITUTES

A. List

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

B. Report Absences

At the beginning of each school year, the building administrator/designee in each school will give the teachers a telephone number/website to report absences two hours prior to their contractual start time. In addition, teachers are required to notify SEMS per Article 11 A. 1. Once a teacher has reported his/her unavailability, it shall be the responsibility of the Administration to arrange for a substitute for all personnel covered by this Agreement.

C. Internal Substitutes Compensation

The practice of using a regular teacher as a substitute is undesirable and shall be discouraged. However, where regular substitutes are not available, teachers may serve as substitutes.

In Elementary Schools:

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

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

In Secondary Schools:

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

ARTICLE 31

MEETINGS

A. Types of Required Meetings

Teachers may be required to attend the following meetings:

1. Five (5) general staff meetings a year called by the Superintendent or his designee. Three (3) of these meetings may be allocated to other purposes, such as building level work sessions for AdvancEd/ACSIP.
2. 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 teachers for any rescheduled meetings.
3. The Board and Association agree on the merit of high quality professional development. The parties agree that teachers will be involved in planning the content of professional development including the method of evaluation. Teachers will be given the opportunity to complete an evaluation at the conclusion of each meeting.
4. The following additional meetings may be used for building level or district level planning or professional development.
 - a. Elementary
One (1) meeting per month
Elementary Grade Level – two (2) meetings a year
 - b. Secondary –Middle Schools and High Schools (organized department or grade level) -Seven (7) meetings per year
 - c. Teachers new to the District may be required to attend, in addition to the regularly scheduled professional development, three (3) orientation meetings during the first semester of employment.

B. Other Meetings

Teachers may not be required to attend more than two (2) evening meetings each year for open house and/or parent visitation. A Back-to-School Bash/Meet the Teacher event may be scheduled in lieu of Open House, but teachers are required to attend only one of this type of event. The Association concurs with the Board that school-community relations should be a concern of teachers and agrees to encourage participation, when possible, in activities to promote favorable school-community relations. In order to facilitate maximum participation of the professional staff, the Continuous Improvement Committee will be consulted before the scheduling of any evening meetings that are scheduled at the option of the school. Evening meetings and/or events shall not be scheduled on LRSD School Board meeting nights, High School Graduation nights or local, state, and federal election days.

C. Attendance

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

D. Length

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

E. Notice

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

ARTICLE 32

TEACHERS' RIGHTS

A. Professional Rights

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

B. Non-Discrimination

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

C. Political Rights

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

D. Academic Freedom

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

E. Grade Change

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

ARTICLE 33

TEACHER PROTECTION

A. Hazardous Conditions

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

B. Report Assaults

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

C. Investigation

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

D. Legal Support

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

E. Legal Counsel

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

F. Compensation for Absence

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

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

G. Conditions of Repayment

Any moneys paid to an injured teacher as a result of civil action (except those paid for punitive damages or those which compensate for permanent disability) or through workmen's compensation which is paid in part or in full for the purpose of compensating for the inability to perform their duties during the time period specified in paragraph F. above will be paid to the District. Such payment to the District shall not exceed the amount paid by the District through the provisions of paragraph F. above.

H. Personal Property

The Board shall reimburse teachers for any theft, damage, or destruction of personal property used for classroom instruction, where the negligence of the teacher is not involved, provided an itemized list with approximate value of each item has been filed in the 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.

I. Fundraisers

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

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

J. Overpayments

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

ARTICLE 34

PROFESSIONAL CONDUCT

A. Compliance

Teachers are expected to comply with rules, regulations, and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement. The Board and the Association agree that in the event of conflicting supervision, teachers are responsible in the performance of their professional duties to the building administrator.

A teacher should refuse to carry out an order which threatens physical safety or well-being, is in violation of a local, state or federal law, or is a professionally demeaning duty not normally found in the teacher job description.

B. The Association and Professional Conduct

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

C. Tobacco or Tobacco Products

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

ARTICLE 35

JOINT COMMITTEES

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

A. Ad Hoc Committees

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

B. Administrative Committees

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

C. Minutes

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

D. Subcommittees

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

E. Recommendations

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

ARTICLE 36

ASSOCIATION RIGHTS AND PRIVILEGES

A. Association Business

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

B. Use of Facilities

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

C. Association Meetings

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

D. Continuous Improvement Committee

The Continuous Improvement Committee shall have the right to use school facilities and equipment, including computer, printer, and copy machine.

E. Interschool Mail

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

F. Purchase of Supplies

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

G. Bulletin Boards

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

H. Board Rules, By-Laws and Regulations

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

I. School Publications

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

J. Agenda and Minutes

The Board will provide the Association with an advance copy of the agenda for each official Board meeting through access to the online electronic agenda/minutes of Board meetings. Online access to minutes of Board meetings will be provided to the Association.

K. Printed Contracts

Printed Contract

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

L. Regular Meetings with Superintendent

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

M. President's Release Time

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

N. Association Leave

Each year the Association will be granted up to eighty (80) days of paid leave for members participating in Association-sponsored meetings, conferences, or workshops. Costs for substitutes will be assumed by the Association. The Association's request for the leave should be received, whenever possible, at least (5) five days in advance by the Associate Superintendent of Human Resources with a copy sent to the building administrator.

O. Special Leave

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

ARTICLE 37

MISCELLANEOUS PROVISIONS

A. Commitment

This Agreement shall constitute the full and complete commitment between both parties. Any change to the agreement shall be negotiated and reduced to writing after ratification by both parties.

B. Incorporation

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

C. Board Policy

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

D. Inconsistency with Laws

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

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

The Association shall not take any action in response to a Board decision which is taken to comply with the Elementary and Secondary Act of 1965, as amended by, the No Child Left Behind Act of 2002, 20 U.S.C 6301 *et. seq.*, even where the Board's action adversely impacts or otherwise affects the terms and conditions of employment of any Association member

E. Notification

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

1. If by the Association, to Board at Board of Education Building, 810 West Markham Street, Little Rock, Arkansas 72201.
2. If by the Board, to the Association at 119 S. Iazard St., Little Rock, Arkansas 72201.

F. Strike Clause

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

ARTICLE 38

WAIVERS

A. Timeline

Any proposal for waivers by the District on behalf of a site shall be presented in writing to the Association and processed in such a manner so as to enable the approval process to be completed within thirty (30) days.

B. Proposals for waivers must include:

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

The parties agree that the rights contained in Article 4 and Article 7 of the Professional Negotiated Agreement are not subject to the waiver process and cannot be included in any waiver proposal.

C. Meeting

Representatives of the District and the Association shall meet to discuss the reasons for and the ramifications of any proposed waiver prior to the submission of the waiver request to the Association. Within 10 days after receipt of the waiver by the Association the parties will meet. The parties will draft a Memorandum of Understanding and Agreement that covers the waivers needed for the implementation of the proposal.

D. Voting at Site

To approve the final language of the waiver memorandum, the members of the bargaining unit at the site must, by secret ballot, approve the waiver by a fifty plus one (50%+1) majority of the bargaining unit members casting a vote at the site. Those provisions of this agreement which are not waived would remain in full force.

E. Memorandum of Understanding

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

F. Transferring to Schools with Waivers

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

ARTICLE 39

NATIONAL BOARD FOR PROFESSIONAL TEACHING STANDARDS

Recognizing the importance of a comprehensive support system for LRSD certified staff that is covered under this contract and seeking to attain Board for Professional Teaching standards certification the Board will:

A. Representatives to National Conference

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

B. Release Time

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

C. Use of Laptop

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

D. Stipend

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

ARTICLE 40

EFFECTIVE DATES AND DURATION

This agreement is effective from August 1, 2012 to October 31, 2015.

The parties agree to open negotiations for the purpose of bargaining wages and benefits no later than September 15, 2013 for the 2013-14 school year, no later than September 15, 2014 for the 2014-15 school year, and September 15, 2015 for the 2015-16 school year.

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

BOARD OF DIRECTORS
OF THE LITTLE ROCK
SCHOOL DISTRICT

LITTLE ROCK
EDUCATION
ASSOCIATION

President

President

ATTEST:

ATTEST:

Superintendent

Uniserv Director

APPENDIX

Appendix A
Salary Schedules

Accessible at the link below:

http://www.lrsd.org/drupal/sites/default/files/human_resources/2012/Certified%20Pay%20Scales%202012-13%20Revised.xlsx_0.pdf

LITTLE ROCK SCHOOL DISTRICT
TEACHERS 2012-13

9 1/4 MOS. (192)		9 1/2 MOS. (197)		9 3/4 MOS. (202)		10 MOS. (207)		10 1/4 MOS. (212)	
1	2	3	4	5	6	7	8	9	10
BA	34,206	34,863	35,521	36,837	38,152	39,468	40,783	42,099	43,415
BA12	35,916	36,574	37,232	38,547	39,863	41,178	42,494	43,810	45,125
BA24	37,626	38,284	38,942	40,257	41,573	42,889	44,204	45,520	46,836
MBA36	39,369	40,027	40,685	42,001	43,316	44,632	45,947	47,263	48,579
MA15	41,145	41,803	42,461	43,777	45,092	46,408	47,724	49,039	50,355
MA30	42,955	43,612	44,270	45,586	46,901	48,217	49,532	50,848	52,163
10 1/4 MOS. (212)									
1	2	3	4	5	6	7	8	9	10
BA	37,769	38,495	39,221	40,674	42,127	43,579	45,032	46,485	47,937
BA12	39,657	40,384	41,110	42,562	44,015	45,468	46,920	48,373	49,826
BA24	41,546	42,272	42,998	44,451	45,903	47,356	48,809	50,261	51,714
MBA36	43,470	44,197	44,923	46,376	47,828	49,281	50,733	52,186	53,639
MA15	45,431	46,158	46,884	48,337	49,789	51,242	52,695	54,147	55,600
MA30	47,429	48,155	48,882	50,334	51,787	53,239	54,692	56,145	57,597
10 1/4 MOS. (212)									
1	2	3	4	5	6	7	8	9	10
BA	36,878	37,587	38,296	39,715	41,133	42,551	43,970	45,388	46,807
BA12	38,722	39,431	40,140	41,559	42,977	44,395	45,814	47,232	48,651
BA24	40,566	41,275	41,984	43,403	44,821	46,239	47,658	49,076	50,495
MBA36	42,445	43,154	43,863	45,282	46,700	48,119	49,537	50,956	52,374
MA15	44,360	45,069	45,778	47,197	48,615	50,034	51,452	52,870	54,289
MA30	46,310	47,020	47,729	49,147	50,565	51,984	53,402	54,820	56,239
10 MOS. (207)									
1	2	3	4	5	6	7	8	9	10
BA	35,988	36,679	37,371	38,755	40,139	41,524	42,908	44,292	45,676
BA12	37,787	38,479	39,171	40,555	41,939	43,323	44,707	46,091	47,476
BA24	39,586	40,278	40,970	42,354	43,738	45,122	46,506	47,890	49,275
MBA36	41,420	42,112	42,804	44,188	45,572	46,956	48,340	49,725	51,109
MA15	43,288	43,980	44,672	46,057	47,441	48,825	50,209	51,593	52,977
MA30	45,192	45,884	46,576	47,960	49,344	50,728	52,112	53,496	54,880
9 3/4 MOS. (202)									
1	2	3	4	5	6	7	8	9	10
BA	35,988	36,679	37,371	38,755	40,139	41,524	42,908	44,292	45,676
BA12	37,787	38,479	39,171	40,555	41,939	43,323	44,707	46,091	47,476
BA24	39,586	40,278	40,970	42,354	43,738	45,122	46,506	47,890	49,275
MBA36	41,420	42,112	42,804	44,188	45,572	46,956	48,340	49,725	51,109
MA15	43,288	43,980	44,672	46,057	47,441	48,825	50,209	51,593	52,977
MA30	45,192	45,884	46,576	47,960	49,344	50,728	52,112	53,496	54,880
9 3/4 MOS. (202)									
1	2	3	4	5	6	7	8	9	10
BA	35,988	36,679	37,371	38,755	40,139	41,524	42,908	44,292	45,676
BA12	37,787	38,479	39,171	40,555	41,939	43,323	44,707	46,091	47,476
BA24	39,586	40,278	40,970	42,354	43,738	45,122	46,506	47,890	49,275
MBA36	41,420	42,112	42,804	44,188	45,572	46,956	48,340	49,725	51,109
MA15	43,288	43,980	44,672	46,057	47,441	48,825	50,209	51,593	52,977
MA30	45,192	45,884	46,576	47,960	49,344	50,728	52,112	53,496	54,880
9 3/4 MOS. (202)									
1	2	3	4	5	6	7	8	9	10
BA	35,988	36,679	37,371	38,755	40,139	41,524	42,908	44,292	45,676
BA12	37,787	38,479	39,171	40,555	41,939	43,323	44,707	46,091	47,476
BA24	39,586	40,278	40,970	42,354	43,738	45,122	46,506	47,890	49,275
MBA36	41,420	42,112	42,804	44,188	45,572	46,956	48,340	49,725	51,109
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MBA36	41,420	42,112	42,804	44,188	45,572	46,956	48,340	49,725	51,109
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BA24	39,586	40,278	40,970	42,354	43,738	45,122	46,506	47,890	49,275
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BA	35,988	36,679	37,371	38,755	40,139	41,524	42,908	44,292	45,676
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BA24	39,586	40,278	40,970	42,354	43,738	45,122	46,506	47,890	49,275
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MA30	45,192	45,884	46,576	47,960	49,344	50,728	52,112	53,496	54,880
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BA	35,988	36,679	37,371	38,755	40,139	41,524	42,908	44,292	45,676
BA12	37,787	38,479	39,171	40,555	41,939	43,323	44,707	46,091	47,476
BA24	39,586	40,278	40,970	42,354	43,738	45,122	46,506	47,890	49,275
MBA36	41,420	42,112	42,804	44,188	45,572	46,956	48,340	49,725	51,109
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MA30	45,192	45,884	46,576	47,960	49,344	50,728	52,112	53,496	54,880
9 3/4 MOS. (202)									
1	2	3	4	5	6	7	8	9	10
BA	35,988	36,679	37,371	38,755	40,139	41,524	42,908	44,292	45,676
BA12	37,787	38,479	39,171	40,555	41,939	43,323	44,707	46,091</	

LITTLE ROCK SCHOOL DISTRICT
TEACHERS 2012-13

	10/12 MOS. (217)		10/12 MOS. (222)		11 MOS. (227)		12 MOS. (247)													
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
BA	38,660	39,403	40,146	41,633	43,120	44,607	46,094	47,581	49,068	50,555	52,042	53,529	55,015	56,502	57,989	59,476				
BA12	40,593	41,336	42,079	43,566	45,053	46,540	48,027	49,514	51,001	52,488	53,975	55,462	56,948	58,435	59,922	61,409				
BA24	42,526	43,269	44,012	45,499	46,986	48,473	49,960	51,447	52,934	54,421	55,908	57,395	58,881	60,368	61,855	63,342	64,829			
MBAS6	44,496	45,239	45,982	47,469	48,956	50,443	51,930	53,417	54,904	56,391	57,878	59,365	60,851	62,338	63,825	65,312	66,799	68,286		
MA15	46,503	47,246	47,989	49,477	50,964	52,451	53,938	55,424	56,911	58,398	59,885	61,372	62,859	64,346	65,833	67,320	68,807	70,293	71,780	
MA30	48,548	49,291	50,034	51,521	53,008	54,495	55,982	57,469	58,956	60,442	61,930	63,417	64,903	66,390	67,877	69,364	70,851	72,338	73,825	75,312
	10/12 MOS. (222)																			
BA	39,551	40,311	41,071	42,593	44,114	45,635	47,156	48,677	50,199	51,720	53,241	54,762	56,283	57,804	59,325	60,846				
BA12	41,528	42,288	43,049	44,570	46,091	47,612	49,133	50,655	52,176	53,697	55,218	56,739	58,261	59,782	61,303	62,824				
BA24	43,505	44,266	45,026	46,548	48,069	49,590	51,111	52,632	54,154	55,675	57,196	58,717	60,238	61,759	63,280	64,801	66,322			
MBAS6	45,521	46,281	47,042	48,563	50,084	51,605	53,126	54,648	56,169	57,690	59,211	60,732	62,254	63,775	65,296	66,817	68,338	69,860		
MA15	47,574	48,335	49,095	50,617	52,138	53,659	55,180	56,701	58,223	59,744	61,265	62,786	64,307	65,828	67,350	68,871	70,392	71,913	73,434	
MA30	49,666	50,427	51,187	52,708	54,230	55,751	57,272	58,793	60,314	61,835	63,357	64,878	66,399	67,920	69,441	70,962	72,483	74,004	75,526	77,047
	11 MOS. (227)																			
BA	40,441	41,219	41,996	43,552	45,107	46,663	48,218	49,774	51,329	52,885	54,440	55,995	57,551	59,106	60,661	62,217				
BA12	42,463	43,241	44,019	45,574	47,129	48,685	50,240	51,796	53,351	54,907	56,462	58,017	59,573	61,128	62,683	64,239				
BA24	44,485	45,263	46,041	47,596	49,151	50,707	52,262	53,817	55,373	56,929	58,484	60,039	61,595	63,150	64,706	66,261	67,816			
MBAS6	46,546	47,324	48,101	49,657	51,212	52,768	54,323	55,879	57,434	58,990	60,545	62,100	63,656	65,211	66,766	68,322	69,878	71,433		
MA15	48,646	49,424	50,201	51,757	53,312	54,868	56,423	57,979	59,534	61,089	62,645	64,200	65,755	67,311	68,867	70,422	71,977	73,533	75,088	
MA30	50,785	51,562	52,340	53,896	55,451	57,006	58,562	60,117	61,672	63,228	64,784	66,339	67,894	69,450	71,005	72,560	74,116	75,671	77,227	78,782
	12 MOS. (247)																			
BA	44,005	44,850	45,697	47,389	49,081	50,774	52,466	54,159	55,852	57,544	59,236	60,929	62,621	64,314	66,006	67,698				
BA12	46,204	47,051	47,897	49,589	51,282	52,974	54,666	56,359	58,052	59,744	61,437	63,129	64,821	66,514	68,206	69,899				
BA24	48,405	49,251	50,097	51,789	53,482	55,174	56,867	58,559	60,252	61,944	63,637	65,329	67,022	68,714	70,406	72,099	73,791			
MBAS6	50,647	51,493	52,340	54,032	55,724	57,417	59,109	60,802	62,494	64,187	65,879	67,572	69,264	70,957	72,649	74,341	76,034	77,727		
MA15	52,932	53,778	54,624	56,317	58,009	59,702	61,394	63,087	64,779	66,472	68,164	69,856	71,549	73,241	74,934	76,627	78,319	80,011	81,704	
MA30	55,259	56,105	56,952	58,644	60,336	62,029	63,721	65,414	67,106	68,799	70,491	72,184	73,876	75,569	77,261	78,953	80,646	82,338	84,031	85,724

Top-out additional \$2,000; Doctorate additional \$500;
National Board Certification additional \$3,000.

Article 9 Section 1 Pay
\$25/hour maximum \$200/day
Article 31 (Period Pay) \$17.10

OS	OT	OT	OT	OT	OT	OT	OT	OT	OT	OT	OT	OT	OT	OT	OT	OT	OT	OT	OT	OT
150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00

Appendix B
Stipends

LITTLE ROCK SCHOOL DISTRICT
 STIPEND MASTER FILE
 2012-13

CODE	DESCRIPTION	AMOUNT
ATHLETICS--SENIOR FOOTBALL		
HDFBSB	HEAD COACH--BOYS	4,729
AHFBSB	ASSISTANT HEAD--BOYS	2,568
ASFBSB	ASSISTANT--BOYS	2,162
OFFBSB	OFF SEASON--BOYS	1,622
AOFBSB	ASSISTANT OFF SEASON--BOYS	1,218
ATHLETICS--SENIOR BASKETBALL		
HDBBSB	HEAD COACH--BOYS	4,729
AHBBSB	ASSISTANT HEAD--BOYS	1,892
ASBBSB	ASSISTANT--BOYS	1,757
HDBBSG	HEAD COACH--GIRLS	4,729
AHBBSG	ASSISTANT HEAD--GIRLS	1,892
ASBBSG	ASSISTANT--GIRLS	1,757
ATHLETICS--SENIOR TRACK		
HDTKSB	HEAD COACH--BOYS	2,298
AHTKSB	ASSISTANT HEAD--BOYS	1,892
ASTKSB	ASSISTANT--BOYS	1,757
HDTKSG	HEAD COACH--GIRLS	2,298
AHTKSG	ASSISTANT HEAD--GIRLS	1,892
ASTKSG	ASSISTANT--GIRLS	1,757
ATHLETICS--SENIOR CROSS COUNTRY		
HDCCSB	HEAD COACH--BOYS	676
HDCCSG	HEAD COACH--GIRLS	676
ATHLETICS--SENIOR VOLLEYBALL		
HDVBSG	HEAD COACH--GIRLS	1,757
ASVBSG	ASSISTANT--GIRLS	1,488
ATHLETICS--SENIOR SOFTBALL FAST PITCH		
HDFPSG	HEAD COACH--GIRLS	***** 2,298
ASFPSG	ASSISTANT--GIRLS	***** 1,757
ATHLETICS--SENIOR SOFTBALL SLOW PITCH		

HDSPSG	HEAD COACH--GIRLS	*****	2,298
ASSPSG	ASSISTANT--GIRLS	*****	1,757

ATHLETICS--SENIOR BASEBALL

HDBSSB	HEAD COACH--BOYS	*****	2,298
ASBSSB	ASSISTANT--BOYS	*****	1,757

ATHLETICS--SENIOR SOCCER

HDSCSB	HEAD COACH--BOYS	*****	1,757
ASSCSB	ASSISTANT--BOYS	*****	1,488
HDSCSG	HEAD COACH--GIRLS	*****	1,757
ASSCSG	ASSISTANT--GIRLS	*****	1,488

ATHLETICS--SENIOR SWIMMING

HDSWSM	HEAD COACH--MIXED	*****	1,944
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ATHLETICS--SENIOR TENNIS

HDTNSM	HEAD COACH--MIXED	*****	582
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ATHLETICS--SENIOR GOLF

HDFGSM	HEAD COACH--MIXED	*****	582
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ATHLETICS--SENIOR BOWLING

HDBWSM	HEAD COACH--MIXED	*****	582
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ATHLETICS--SENIOR SPONSORS

CHERSG	CHEERLEADER		2,298
CHERSJ	CHEERLEADER--JUNIOR VARSITY		2,298
DRILSG	DRILL TEAM		2,298
DRILSJ	DRILL TEAM--JUNIOR VARSITY		2,298
PEPCSG	PEP CLUB		2,298

ATHLETICS--MIDDLE FOOTBALL

HDFTMB	HEAD COACH--BOYS		1,757
ASFTMB	ASSISTANT --BOYS		810

ATHLETICS--MIDDLE BASKETBALL

HDBBMB	HEAD COACH--BOYS		1,757
ASBBMB	ASSISTANT--BOYS		810
HDBBMG	HEAD COACH--GIRLS		1,757
ASBBMG	ASSISTANT--GIRLS		810

ATHLETICS--MIDDLE TRACK

HDTKMB	HEAD COACH--BOYS		1,757
HDTKMG	HEAD COACH--GIRLS		1,757

ATHLETICS--MIDDLE VOLLEYBALL

HDVBMG	HEAD COACH--GIRLS		1,488
ASVBMG	ASSISTANT--GIRLS		608

ATHLETICS--MIDDLE SOCCER

HDSCMM	HEAD COACH--MIXED	*****	1,488
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ATHLETICS--MIDDLE TENNIS

HDTNMM	HEAD COACH--MIXED	*****	582
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ATHLETICS--MIDDLE GOLF

HDGFMM	HEAD COACH--MIXED	*****	582
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ATHLETICS--MIDDLE SPONSORS

CHERMG	CHEERLEADER		1,218
DRILMG	DRILL TEAM		1,218
PEPCMG	PEP CLUB		1,218

INSTRUCTION--SENIOR

BANDDS	BAND DIRECTOR		3,379
BANDAS	BAND ASSISTANT DIRECTOR		2,365
DPTCHR	DEPARTMENT CHAIR		1,147
DRAMA1	DRAMA--1		1,147
DRAMA2	DRAMA--2		2,298
DUTYAP	EXTRA DUTY--AM/PM--SIP		2,635
DUTYLN	EXTRA DUTY--SCHOOL HOURS		2,635
JRNLSM	JOURNALISM		2,500

INSTRUCTION--MIDDLE

BANDDM	BAND DIRECTOR		2,365
ORCHDR	ORCHESTRA DIRECTOR		1,351
DPTCHR	DEPARTMENT CHAIR		1,147

DUTYAP	EXTRA DUTY--AM/PM	2,635
DUTYLN	EXTRA DUTY--SCHOOL HOURS	2,635
NWSPPR	NEWSPAPER	676
YRBOOK	YEARBOOK	1,351

INSTRUCTION--ELEMENTARY

DUTYPG	VOLUNTEER LUNCH/ PLAYGROUND	1,687
ADMINISTRATIVE CAR ALLOWANCES		
CAR-01	CAR ALLOWANCE--ELEM PRINCIPAL	451
CAR-02	CAR ALLOWANCE--ELEM VICE-PRINCIPAL	185
CAR-03	CAR ALLOWANCE--MIDDLE PRINCIPAL	640
CAR-04	CAR ALLOWANCE--MIDDLE VICE- PRINCIPAL	272
CAR-05	CAR ALLOWANCE--SENIOR PRINCIPAL,DIRECTORS	720
CAR-06	CAR ALLOWANCE--SENIOR VICE-PRINCIPAL	362
CAR-07	CAR ALLOWANCE-PROCUREMENT	480
CAR-08	CAR ALLOWANCE-VARIOUS	960
CAR-09	CAR ALLOWANCE-SUPERVISORS-SPECIALISTS	601
CAR-10	CAR ALLOWANCE-ELEM MAGNET PRIN,CARE	500
CAR-11	CAR ALLOWANCE--VOCATIONAL	529
CAR-13	CAR ALLOWANCE-VARIOUS	1,200

MISCELLANEOUS

AEPT12	ALTERNATIVE ED PLACEMENT TEAM - ELEMENTARY	1,250
AEPT25	ALTERNATIVE ED PLACEMENT TEAM - SECONDARY	2,500
CUSTDL	CUSTODIAL ENROLLMENT ALLOWANCE	Various
NO-MED	DECLINED MEDICAL COVERAGE	0
CENSUS	CENSUS STIPEND--PRINCIPALS	Various
EDU-01	EDUCATIONAL STIPEND--MASTERS+30	1,500
EDU-02	EDUCATIONAL STIPEND--MASTERS+60	2,000
EDU-03	EDUCATIONAL STIPEND--DOCTORATE	3,000
EDU-04	EDUCATIONAL/TEACHER/DOCTOR	500
EDU-05	EDUCATIONAL/TEACHER/NATL BOARD	3,000
EDU-06	EDUCATIONAL/NURSES+12	1,000
EDU-07	EDUCATIONAL/NURSES+24	1,500
EDU-08	EDUCATIONAL/NURSES+36	2,000
FSMGRS	FOOD SERVICE--MANAGER CERTIFICATION	654
SECR01	SECRETARIAL--BACHELOR	500
SECR02	SECRETARIAL--ASSOCIATE	250
SECR03	SECURITY--BACHELOR	600
SECURT	SECURITY	Various

SIXPRD	ADDITIONAL CLASS	Various
TAP4	MENTOR TEACHER	5,000
TAP9	MASTER TEACHER	10,000
TOPOUT	TOP OUT	Various

Paid as a lump sum at the end of the season *****

APPENDIX C

This appendix applies to coaching assignments, to the voluntary and involuntary transfers of coaches, and to the filling of coaching vacancies and promotional positions for coaches of major sports (football, basketball, track, volleyball). Other provisions of this agreement apply to the teaching assignments of coaches.

The Board and Association recognize the desirability that each school have a balanced staff interns of such factors as experience, training, age, gender, and race. In all cases, the best qualified applicant should be based on training, experience, performance, race, and seniority. (For the purposes of this appendix, promotional opportunity shall be defined as a position that qualifies for a higher total salary than the one currently earned.)

A. Coaching Assignments

The procedure outlined below shall be followed in making coaching assignments for major sports:

1. Coaching assignments shall be based upon training, experience, competence, seniority, tenure, race, and such other factors as would indicate success in the position to be filled.
2. The building administrator will make all coaching assignments after consultation with the Athletic Director or hinder supervisors. Each year all coaches will submit in writing their personal preference for assignments and such preference shall be a factor in making assignments.
3. To the extent practicable all coaches will be assigned to teach in the same school at which they coach. (All those coaches required to travel up to January 1, 1999, shall be "grandfathered" i.e. continue what they have been doing.)
4. Returning coaches shall be given written notice of their coaching assignments by the end of the current school year. Newly elected coaches shall be given such notice at the time of their employment.

B. Coaching Vacancies

Whenever a coaching vacancy exists at a school during the school year, including promotional opportunities, that vacant position will be posted in all buildings for seven (7) days. Existing coaching staff in the District who makes timely applications for the position will be interviewed before any outside applicants are granted an interview. Further, existing employees will be given preference for position, and senior district employees will be given preference among district employees.

When coaching vacancies occur after the end of each school year, including promotional vacancies, the administration shall compile a list of positions open for promotion. The list will be sent promptly to the Association and to each teacher who signed the mailing list for promotional positions which will be made available in their school at the end of the school year. For openings which occur prior to fifteen (15) days before the first day of the contract for that position, notices will be sent at reasonable intervals by the Director of Human Resources. In both instances, applicants will be allowed fifteen (15) calendar days following the dates named above to file for the positions listed before final selections are made. For cases in which openings occur less than fifteen (15) days prior to the first contract day for that position, individuals requesting promotional information will have

seven (7) days after distribution of the notice or until the second contract day for nine and one-fourth (9 1/4) month teachers, whichever occurs sooner, to make application before final selections are made. However, in no case will teachers have less than one (1) day after distribution of notice to apply for a promotion. For cases in which openings occur on or between the first contract day and the first day of pupil attendance, teachers will be notified immediately and will have one (1) day to apply.

C. Voluntary Transfers of Coaches (Including Promotional Opportunities)

1. The Board and the Association agree that it is desirable to establish a transfer policy that allows coaches a fair opportunity to move from one coaching assignment to another when desired.
2. A change in coaching position from one school to another may be requested by a coach filing a written application of such desire with the Director of Human Resources. Such application shall include the specific sport and school to which the coach desires to be transferred.
3. Within three (3) years of the effective date of involuntary transfer, first consideration shall be given in granting requests for voluntary transfers to coaches who were previously transferred involuntarily.
4. 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. Coaches whose request for voluntary transfers have been granted will be notified within ten (10) days after such decision has been reached. The coaches whose requests for voluntary transfer have been denied will, upon request, be notified in writing of the reason for denial.

D. Involuntary Transfers of Coaches

It is recognized that frequent transfers of coaches from one school to another or from one sport to another is disruptive to the stability of a program and interferes with optimum athletic performance. It is, therefore, agreed that involuntary transfers will be kept to a minimum. The terms of Article 18, Involuntary Transfers, will be followed to the extent that they are applicable to coaching positions.

E. Supervision of Coaches

The Board and the Association agree that in the event of conflicting direction and/or supervision, coaches are responsible in the performance of their professional duties and their coaching responsibilities to the building administrator.

Appendix D

Glossary of Terms

1. Certification Areas - Shall be defined as those grade levels or subject discipline that the State of Arkansas provides a license to teach.
2. Course-has a specific course outline with specific connections to the appropriate curriculum framework. Specifically, regular and Pre-AP and/or AP courses in the same subject are not to be considered one course. (Grievance Finding-June 8, 2007-H.O. Victor Anderson)
3. Days - teacher workdays, except as otherwise indicated.
4. Displaced Teacher - Shall be defined (for the purpose of this Article) as any teacher whose school is closed or reorganized, or as described in paragraph G of this Article.
5. Grade -Level - Shall be defined as Elementary (K-5), Middle School (6-8), and Senior High (9 -12).
6. Grievance- any claim by a teacher, group of teachers, or the association that there has been:
 - a. a violation, misinterpretation, or misapplication of the terms of this Agreement.
 - b. a violation, misinterpretation, or misapplication of teacher evaluation procedures including those developed by joint ad hoc committees
 - c. a denial to the right of non-discriminatory treatment
7. Grievant - a teacher, a group of teachers, or the Association asserting the grievance.
8. Parties - the representatives of the School Board and the Little Rock Education Association.
9. Seniority - Shall be defined as a teacher's total number of years of employment by the Little Rock School District, with those teachers having the greatest length of service having the most seniority.
10. Supervisor - the building administrator, subject-matter supervisor, or administrator directly involved in the situation out of which grievance arose.
11. Surplus Teacher - Shall be defined as teaching personnel who are without an assignment after all positions have been filled in accordance with this Article.

Appendix E Military Leave Law

Uniformed Services Employment and Reemployment Rights Act (USERRA)

Summary:

The Uniformed Services Employment and Reemployment Rights Act (USERRA) protects the employment rights of individuals who must be voluntarily or involuntarily absent from their civilian employment positions to serve in the U.S. military. USERRA also prohibits employers from discriminating against past and present members of the uniformed services.

Eligibility:

USERRA applies to all Service Members, past and present, with a focus on those that have civilian careers and employment and perform service in the U.S. uniformed services. The law applies to all employers in both the public and private sectors.

Benefit Highlights:

The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) helps ensure that those who serve in the uniformed services of the United States retain their civilian employment and benefits and are not discriminated against due to their service. The law also protects disabled veterans and requires that reasonable efforts are made by employers to accommodate the disability. A 2010 amendment has extended the definition of "benefit" to include wages and salary.

USERRA is administered by the Department of Labor (DOL) through the Veterans' Employment and Training Service (VETS). It was signed into law in October of 1994 and can be found in the U.S. Code, [Chapter 43, Part III, Title 38](#). The DOL has also issued important clarifications on the rights of returning Service Members in [29 CFR Part 1002.210](#).

Reemployment Rights

Service Members must meet five criteria to be eligible for reemployment under USERRA. The Service Member must:

1. Be absent from a position of civilian employment by reason of service in the uniformed services;
2. Give advance notice of service to the employer;
3. Have cumulative absences for service of five years or less (actual uniformed time) ([subject to exceptions](#)) from their civilian position with the same employer;
4. Return to work or apply for reemployment in a timely manner following the conclusion of service;
5. Not be separated from service under other than honorable conditions or with a disqualifying discharge.

USERRA protections include some responsibilities on the part of the Soldier as well as the employer. There are specifics in USERRA that apply to Soldiers based on the time periods of service and absence

from the civilian position. Soldiers should consult the law for information regarding their individual situations.

Employers are provided three statutory defenses that may be asserted when presented a claim for USERRA benefits. The burden of proof regarding the use of any of these defenses lies with the employer. An employer is not required to reemploy a returning Service Member when:

1. The employer's circumstances have changed so that reemployment is impossible or unreasonable;
2. Reemployment would impose an undue hardship on the employer, (such as when a person is not qualified for a position due to a disability or other bona fide reason and the employer has made reasonable efforts to help the person become qualified);
3. The employment is for a brief and nonrecurring period of time where there should be no reasonable expectation that the employment will be for a significant period or continue indefinitely.

Soldiers have the right to be reemployed in the job that they would have attained had they not been absent for military service, with the same seniority, status and pay, as well as other rights and benefits determined by seniority. USERRA requires that reasonable efforts (such as training or retraining) be made to enable returning service members to refresh or upgrade their skills to help them qualify for reemployment. The law also provides that while an individual is performing military service, he or she is deemed to be on a furlough or leave of absence and is entitled to the non-seniority rights accorded other individuals on non-military leaves of absence.

Health Insurance Protection

If a Soldier leaves a job to perform military service, the Soldier has the right to elect to remain on the existing employer-based health plan coverage for up to 24 months while in the military. The Soldier may be required to pay the cost of this coverage. After returning to the job and being reemployed, the Soldier has the right to be immediately reinstated in the employer-based health plan. There should be no waiting periods other than those required due to service related illnesses or injuries.

Discrimination Protection

USERRA protects employees from discrimination due to military service. Therefore, an employer may not deny initial employment, reemployment, retention in employment, promotion, or any employment benefits based on an employee's military service. This protection is provided for past and present members of the uniformed services, those who have applied for membership in the uniformed services, and those who are obligated to serve in the uniformed services.

Claims and Enforcement

The U.S. Department of Labor Veterans Employment and Training Service (VETS) is responsible for investigating and resolving complaints of USERRA violations. VETS has developed an Internet-based system to allow USERRA claimants to officially submit claims through an electronic version of Form 1010. To file a complaint, visit <http://www.dol.gov/vets> for this form or contact VETS at 1-8666-4-USA. The Department of Labor also provides a USERRA Advisor to help understand

employee eligibility, employer obligations, benefits, and remedies under the Act. The USERRA Advisor is a web-based system that helps users find specific information by answering a series of questions. A newly added test program will begin referring some USERRA claims by federal employees to the Office of Special Counsel (OSC)./

In addition, employers are required to provide employees a notice of USERRA rights, benefits, and obligations. Typically this is done by posting these rights in a public place within the workplace.

Appendix F
State Statute on Transfers-A.C.A. 6-17-303

A.C.A. § 6-17-303

Arkansas Code of 1987 Annotated Official Edition

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*** Legislation is current through the 2012 Fiscal Session and updates ***

*** received from the Arkansas Code Revision Commission through ***

. *** August 1, 2012. ***

Title 6 Education

Subtitle 2. Elementary And Secondary Education Generally

Chapter 17 Personnel

Subchapter 3 -- Employment and Assignment

A.C.A. § 6-17-303 (2012)

6-17-303. Assignment and reassignment of teachers.

School district boards of directors shall have authority to assign and reassign or transfer all teachers in schools within their jurisdiction upon the recommendation of the superintendent.

HISTORY: Acts 1991, No. 654, § 1.

Appendix G
Health Insurance Information

LITTLE ROCK SCHOOL DISTRICT
MONTHLY HEALTH INSURANCE RATES
2012-2013
EFFECTIVE JANUARY 1, 2013

*STATE DISTRICT EMPLOYEE
CONTRIBUTION PORTION*

HEALTH ADVANTAGE GOLD	Rate	District Contribution	Employee Portion
<i>Employee Only</i>	357.70	318.36	39.34
<i>Employee + Spouse</i>	1158.20	318.36	839.84
<i>Employee + Child(ren)</i>	712.48	318.36	394.12
<i>Employee + Family</i>	1160.96	318.36	842.60
QUAL CHOICE SILVER			
<i>Employee Only</i>	288.56	318.36	0.00
<i>Employee + Spouse</i>	844.86	318.36	526.50
<i>Employee + Child(ren)</i>	535.10	318.36	216.74
<i>Employee + Family</i>	846.78	318.36	528.42
HEALTH AOV HDPPO BRONZE			
<i>Employee Only</i>	141.00	318.36	0.00
<i>Employee + Spouse</i>	373.48	318.36	55.12
<i>Employee + Child(ren)</i>	239.32	318.36	0.00
<i>Employee + Family</i>	376.00	318.36	57.64

Appendix H
PTAS-for Certified Staff except Library Media Specialists, Counselors
and Academic Coaches

LITTLE ROCK SCHOOL DISTRICT

Professional Teacher Appraisal System (PTAS) **Revised Edition 2009**



"In Pursuit of Excellence for Teaching and Learning"



Dr. Linda Watson, Superintendent
810 West Markham Street
Little Rock, Arkansas 72201
501-447-1000

2009-10 LRSD Board of Directors

Dianne Curry, President
Charles Armstrong, Vice-President
Jody Carreiro
Melanie Fox

H. Baker Kurrus
Dr. R. Michael Daugherty
Dr. Katherine Mitchell

Originally adopted by the Board on May 27, 2003

Revised June 2009
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Acknowledgement of the Committee Members

The Little Rock School District Professional Teacher Appraisal System (PTAS) is the result of collaboration and cooperation of our teachers, central office administrators, principals, and recognized authorities in the field of teacher evaluation systems and teaching. The committee respectfully submits this appraisal system with the purpose of creating excellence in teaching and learning in our school district for all teachers while building a community of learners for these professionals.

2004 Committee Co-Chairperson Committee

Sadie Mitchell, Associate Superintendent
Dr. Lloyd Sain, Jr., Principal, ALC
Kay Gunter, Administrative Assistant

2004 Committee Members

Dr. T. Kenneth James, Superintendent
Tami Bennett, Teacher
Karen Broadnax, ESL Supervisor
Dr. Linda Brown, Principal
Susan Colford, Teacher
Suzi Davis, Director, Sec. Eng./Foreign Languages
Mable Donaldson, Director, Gifted & Talented
Frederick Fields, Principal
Summer Futrell, Teacher
Dennis Glasgow, Director, Math & Science
Susan Hestir, Teacher
Mayrean Johnson, Teacher
Frances Cawthon-Jones
Dr. Richard Hurley, Member, Track I
Clementine Kelley, CTA President
Dr. Marian Lacey, Assistant Superintendent
Dr. Bonnie Lesley, Associate Superintendent
Victor McMurray, Teacher
Marie McNeal, Director, Social Studies
Anne Mangan, Principal
Brent Mitchell, Teacher
Patricia Price, Director, Early Childhood
Beverly Williams, Director of Human Resources
Marion Woods, Coordinator, Staff Development

2007 Revision

Dr. Lloyd Sain, Chair & Dir. of PD
Dr. Sadie Mitchell, Assoc. Supt.
Dr. Olivine Roberts, Assoc. Supt.
Junious Babbs, Assoc. Supt.
Nancy Swaty, Principal
Suzi Davis, Curriculum Director
Marilyn Bostic, Teacher
Phillip Wilson, Teacher
Lillie Carter, Principal
Catherine Koehler, Teacher
Teresa Knapp, Teacher
Dr. Cheryl Carson, Principal
David Hartz, HR Director
Malinda Johnson, Teacher
Grainger Ledbetter, Exec. Dir.,CTA

2009 Revision Committee

Dr. Lloyd Sain, Director
Dr. Sadie Mitchell, Assoc. Supt.
Marilyn Bostic, Teacher
Malinda Johnson, Teacher
Dr. Daniel Whitehorn, Principal
Katherine Snyder, Principal
Sabrina Kessler-Stout, Literacy
Teresa Knapp, Teacher
Dana Jones, Teacher
Carrie Stewart, Media Specialist

Dr. Lloyd Sain
PTAS Trainer & Committee Chair

2004 Educational Consultant

Dr. Thomas L. McGreal

Little Rock School District
Professional Teacher Appraisal System (PTAS)

Mission Statement

The Little Rock School District is committed to the pursuit of excellence in teaching and learning. We further believe that teaching and learning must be supported by a comprehensive appraisal system that identifies clear, rigorous, and measurable standards and that allows for individualized professional growth opportunities for its teachers.

We believe that evaluation must be embedded in a collegial, collaborative, reflective, and supportive atmosphere where individual goal setting, continuous improvement, quality professional development, positive reinforcement, and ongoing dialogue are sustained practices and behaviors of the teachers and administrators. Designed to enhance the highest standards of excellence and professional expertise, the LRSD Professional Teacher Appraisal System provides a comprehensive process for providing success for all teachers while ensuring quality performance and accountability in the classroom.

The Professional Teacher Appraisal System requires commitment, trust, and support from all members of the school community with the ultimate goal of improving and enhancing classroom instruction and student achievement.

Little Rock School District Professional Teacher Appraisal System (PTAS)

Evaluation Overview

A. Purpose of Evaluation

The Little Rock School District believes that the principal responsibility of the certified teacher is to direct and assess teaching and learning experiences for students. The District places high regard on the quality of teaching and learning in each classroom with high expectations for improved student outcomes. In order to ensure such expectations are met, this appraisal system has been designed.

The purposes of this evaluation system are: 1) to enhance the quality of instruction, 2) to provide a basis for professional development, 3) to encourage collegiality and professionalism, and 4) to serve as the basis for sound and defensible employment decisions.

B. Goals of Evaluation

The Little Rock School District has established the following goals for the teacher evaluation process:

1. To aim for excellence in the educational curriculum through improving teaching techniques and providing opportunities for professional staff development and growth for every teacher.
2. To improve instruction by collecting specific data and by analyzing the individual teaching performance for each certified person.
3. To improve teaching and learning by developing an individual professional plan for each certified person in the non-probationary track.
4. To identify for the teacher the critical skills and expectations that are essential and clear indicators for effective teaching performance.
5. To offer a supportive process/track to any teacher who warrants additional assistance when further preparation and refining of skills are needed in meeting the expectations.
6. To offer feedback to the individual being evaluated in expressing the extent in which his/her performance or undertaking has met the District's expectations or school improvement initiatives.
7. To provide accountability for the District's decision to continue employment.

C. Review of the evaluation

The appraisal system shall periodically be reviewed by the Classroom Teacher Association and the Little Rock School District. Any necessary proposed changes or clarifications may be recommended to the Little Rock School District Board of Directors for review and/or approval.

D. Training of the evaluators

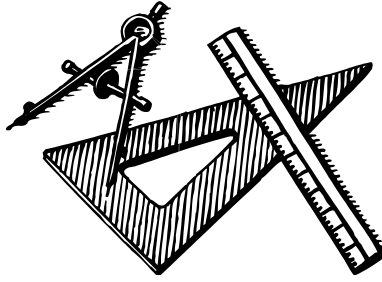
To ensure that evaluators are prepared to implement the Professional Teacher Appraisal System, the Little Rock School District shall:

1. Train evaluators and administrators in observation techniques that will enable them to identify and to describe teaching behavior in alignment with the established teaching competencies as found in the Professional Teacher Appraisal System.
2. Offer training to evaluators to assist them in developing and assessing professional growth plans.
3. Ensure that a district appraisal training program is established and completed by all pertinent evaluators and administrators.
4. Train yearly new principals and vice-principals on the expectations and procedures for the district's revised teacher appraisal system.

E. Orientation of Program Appraisal System

The following steps will be implemented to familiarize teachers of the District's appraisal system:

1. To acquaint Track I and Track II certified teachers to the LRSD evaluation process, policy, procedures, and forms;
2. To explain and discuss the core teaching standards and coordinating rubrics for each domain;
3. To assign Track I teachers to an assigned evaluator at the building level;
4. To outline and explain the scope and importance of Professional Growth Plan; and
5. To acquire the teacher's signed acknowledgment of the training and the receipt of the new appraisal booklet.



TRACK I



PROBATIONARY

TEACHER

A probationary teacher (Track I) is defined as one

- **who has fewer than three years of teaching experience,**
- **who has more than three consecutive years of experience in an Arkansas school district but who is new to the district, or**
- **who enters teaching from the collegial or parochial sector.**

A. Evaluation of Probationary (Track I) Teachers

All certified Track I teachers will be evaluated on the Core Teaching Standards as outlined on pages 31-57. These standards have been established as the core and essential skills that all certified teachers must master in the Little Rock School District.

Track I Teachers will be evaluated on four major categorical areas with each area containing specific expectations: Domain I: Planning and Preparation; Domain II: The Classroom Environment; Domain III: Instruction; and Domain IV: Professional Responsibilities. The levels of performance descriptors are Below Basic, Basic, Proficient and Distinguished.

Any teacher who receives a below basic or basic mark in the weighted component must show improvement for continued employment in the Little Rock School District. Additionally, this teacher shall be offered the appropriate support as selected by the administrator to address the scope of the overall performance. The District's intent is for each teacher to be proficient in demonstrating mastery of the Core Teaching Standards.

B. Professional Growth Plan for Track I Teachers

Teachers in Track I are required to complete yearly a professional growth plan that supports the teaching act as supported by the district's Domains I thru III and/or Pathwise's Domains A thru C. The Track I teacher who participates in Pathwise should seek the assistance of the mentor in developing the plan but should acquire the approval of the evaluator or principal before submitting the plan to the Pathwise Project Director and to the principal at the building level. The probationary teacher is encouraged to use the district's Professional Growth Plan Form (p. 16).

Those Track I teachers who are not participating in the Pathwise Program should use the district's form (see page 16) in completing this requirement. With the approval of the principal, teachers, excluding Pathwise participants, in Track I may work with other teachers in the building to satisfy the professional growth plan requirement. Thus, the requirements, guidelines and schedule outlined in Track II will apply (see pages 11-14).

C. Observation of the Track I (Probationary) Teacher

In Track I, a teacher will be observed and evaluated for three consecutive years (see page 10). During year one, the teacher will receive two formal observations and one informal observation. The teacher must submit a professional growth plan to the principal. While the teacher in Track I may receive two observations during Year I by an assigned Pathwise mentor, these two observations will not be included

or used in the evaluator's collection of data or evaluation of the teacher's mid-year or summative appraisal.

During the second year, the teacher will receive one formal and one informal observation and will be required to complete a professional growth plan. The teacher will receive a mid-year and summative appraisal. While the teacher in Track I may receive two observations during Year II by an assigned Pathwise mentor, these two observations will not be included or used in the evaluator's collection of data or evaluation of the teacher's mid-year or summative appraisal.

During the third year, the teacher will receive one formal, two documented drop-in observations and a mid-year and summative appraisal. This teacher must also complete a professional growth plan.

Both formal and informal observations will be a minimum of thirty minutes in length. The formal observations will require a pre-conference, a scheduled or announced observation, and a reflection/post-conference between the teacher and the evaluator. The informal or unannounced observation will require the evaluator to offer a written summation or notation to the teacher describing the observation experience. A post-conference following the informal observation will be held and scheduled within ten (10) working days between the teacher and the administrator to reflect on the observation.

A walk-through observation may be done at any time as deemed necessary by the evaluator for a probationary or non-probationary teacher. A walk-through observation is an unannounced, non-timed visit to the classroom that will result in a written summation of the evaluator's observation being placed in the teacher's mailbox or given to the teacher. The evaluator has three (3) days to give the teacher a copy of the drop-in notes/form.

Lastly, the evaluator will give the teachers 2-3 days prior to the pre or post conference to complete the Instruction and Reflection Profile requirement.

Track One: Probationary Teacher Illustration

A. Year One

- ◆ Two Formal Observations
- ◆ One Informal Observation
- ◆ Mid-Year Evaluation (**Dec. 1 – Feb. 1**)
- ◆ Summative Evaluation (**by May 31st**)
- ◆ Professional Growth Plan (**by May 15th**)

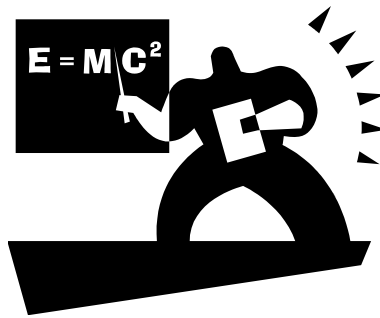
B. Year Two

- ◆ One Formal Observations
- ◆ One Informal Observation
- ◆ Mid-Year Evaluation (**Dec. 1 – Feb. 1**)
- ◆ Summative Evaluation (**by May 31st**)
- ◆ Professional Growth Plan (**by May 15th**)

C. Year Three

- ◆ One Formal Observation
 - ◆ **Two** Documented Drop-in Observations
 - ◆ Mid-Year Evaluation (**Dec. 1 – Feb. 1**)
 - ◆ Summative Evaluation (**by May 31st**)
 - ◆ Professional Growth Plan (**by May 15th**)
-

TRACK II:



NON- PROBATIONARY TEACHERS

A Track II or non-probationary teacher is one

- **who has three or more consecutive years of teaching experience in the LRSD district**

- **who has completed the Track I, Year 3 probationary status and will be recommended for non-probationary status for the subsequent year**

Track II Expectations and Requirements

Track II: The Professional Growth Plan of the LRSD Professional Teacher Appraisal System supports the continual improvement of professional skills among non-probationary teachers. As the non-probationary teacher has already demonstrated competency in teaching, the teacher and evaluator will work collaboratively toward the goal of increasing and strengthening these competencies. There are two major focuses in this Professional Growth Track: a continued demonstration of practices for effective teaching and a continued plan for professional growth.

OBSERVATION OF A NON-PROBATIONARY TEACHER

Non-probationary teachers are expected to demonstrate continued effective teaching practices at all times. Principals will continue to visit all classes informally but will conduct a formal observation on a non-probationary teacher every three years based on the assigned cycle year/designation. This formal observation process will include the pre-observation conference, the observation, and the post-observation conference as identified and used in Domains and Rubrics Section of the LRSD Professional Teacher Appraisal System. This observation will be based on the domains and the rubrics found in this section. A post-conference following the observation will be held and scheduled within ten (10) working days between the teacher and the administrator to reflect on the observation.

- ◆ Beginning with the Fall 2003-2004 school year, non-probationary teachers will be assigned a cycle (1, 2, or 3) as determined by the building principal and reported to the Human Resource Division for district tracking.
- ◆ The cycle as determined in Fall '03, or when a teacher enters Track II after that date, will remain permanent for the teacher while employed in the LRSD, even when the teacher transfers to another building within the district.
- ◆ A non-probationary teacher should be formally observed only once within the three-year period of a cycle unless placed into Track III. At that time, the teacher will be evaluated on all domains and the completion/progress of his/her professional growth plan.

When the non-probationary is not on his/her cycle year to be formally observed, the teacher must fulfill yearly the expectations of Domain IV and his/her Professional Growth Plan.

REQUIREMENTS AND GUIDELINES FOR THE PROFESSIONAL GROWTH PLAN

Professional growth is expected to be collaborative, proactive, and continuous. The evaluator is involved through collaborating on goal identification and plan development as well as monitoring and conferencing on the progress of the plan.

- ◆ Teachers may choose a plan for professional growth from a suggested list of topics/fields or may choose one of their own.
- ◆ Teachers may choose to work independently or with a team consisting of two to five members within their building.
- ◆ All Track II teachers will complete and submit their plans and progress checks annually, whether or not it is their formal evaluation year.
- ◆ The plan may be a collaborative process with the involvement of the Educational Services Department and other appropriate personnel that will be consulted in the initial planning stage and may serve as a resource during the plan's implementation.

Individual or Team Professional Growth Participants:

Teachers are encouraged to participate as part of a team with grade level colleagues and members of department teams. A teacher may elect to work individually within his/her school or may work with a team not to exceed five members.

Duration of Professional Growth Plan:

Professional Growth Plans are developed for one year. If a teacher should decide that he or she is dissatisfied with the efforts of a team and chooses to discontinue with the team's plan, the teacher is still responsible for completing an individual professional growth plan.

Professional Growth Plan Goals:

Growth goals should reflect building or district goals that result in the continuous improvement of student learning. The growth goal must be directly linked to one component from a domain of the three domains as listed in on the PGP form (see p. 16).

Professional Growth Plan Activities/Methods:

Activities and methods may include any of the following:

- a. action research
- b. peer coaching
- c. video taping
- d. conferences
- e. mentoring
- f. college courses
- g. development of teaching materials/instructional units
- h. classroom observations
- i. discussion groups (participant meetings)
- j. workshops (instructor or participant)
- k. self-assessment of teaching
- l. school improvement team participation
- m. other

Professional Growth Plan Artifacts/Materials:

Artifacts are indicators of progress that demonstrate professional growth and may include tangible or intangible outcomes. Artifacts or indicators of progress are selected and

agreed to as part of the Professional Growth Plan outline (See Suggested List of Artifacts, p. 19). The artifacts are the property of the teacher.

Professional Growth Plan Revisions:

In the event a Professional Growth Plan needs to be revised, all revisions must be approved by the other teachers involved in the plan and the administrator.

Professional Growth Plan Resources:

Resources will be approved as part of the teacher’s Professional Growth Plan by the administrator. They may include classroom or professional materials, curriculum personnel or others as approved.

REQUIRED SCHEDULE DATES FOR PROFESSIONAL GROWTH PLANS

October 15

The principal (s) will have an initial meeting with the teacher as early as the spring of the prior year and no later than October 15 of the subsequent year to develop the Professional Growth Plan. All revisions and plans must be finalized by October 15 (See Professional Growth Plan Goal Outline Form, p. 16).

May 15th

Prior to May 15th, the teacher (s) and building administrator will have a concluding meeting during the second semester to review the results of the Plan via the Professional Growth Plan Final Evaluation Form for Completed Plans, p. 18

All forms for the pre-conference and the final meeting are maintained at the building level.

Track II: Tenured Teachers' Illustration

C. Cycle Year (Observation) (To be formally observed every three years)

- ❖ One Formal Observation that includes a pre-and-post conference to assess Domains I thru IV
- ❖ Professional Growth Plan (**by May 15th**)
- ❖ Summative Evaluation (by **May 31st**) (Domains I thru IV)

During the cycle year, the administrator may conduct drop-ins without notice. If the teacher's performance becomes unacceptable, the teacher will be notified and given an opportunity to improve via Track III.

D. Non-cycle Year (To occur two consecutive years of the three-year cycle)

- ◆ Domain IV Compliance Only
- ◆ Professional Growth Plan (by **May 15^h**)
- ◆ Summative Evaluation (by **May 31st**) (Domain IV only)

During the non-cycle year, the administrator may conduct drop-ins without notice. If the teacher's performance becomes unacceptable, the teacher will be notified and given an opportunity to improve via Track III.

Professional Growth Plan Form

This outline is to be completed by a teacher who works on an individual plan or by all participants involved on a team by October 15th each year.
Activities related to this plan must be completed prior to May 15th each year.

Beginning Date

Final Report Date

Teacher (s)

Grade/Department

Growth Goal:

Explain how the Growth Goal supports the School Improvement Plan (ACSIP)

Select only **ONE component from a domain** that relates to your growth goal:

DOMAIN 1: PLANNING AND PREPARATION

- _____ 1a. Demonstrating Knowledge of Content and Pedagogy*
- _____ 1b. Demonstrating Knowledge of Students*
- _____ 1c. Selecting Instructional Goals*
- _____ 1d. Demonstrating Knowledge of Resources
- _____ 1e. Designing Coherent Instruction*
- _____ 1f. Assessing Student Learning*

DOMAIN 2: THE CLASSROOM ENVIRONMENT

- _____ 2a. Establishing a Culture for Learning*
- _____ 2b. Managing Classroom Procedure*
- _____ 2c. Managing Student Behavior*

DOMAIN 3: INSTRUCTION

- _____ 3a. Communicating Clearly and Accurately*
- _____ 3b. Using Questioning and Discussion Techniques*
- _____ 3c. Engaging Students in Learning*
- _____ 3d. Providing Feedback to Students*
- _____ 3e. Utilizing Technology

Professional Growth Plan Outline Continued

Activities to meet the goals of this plan	Resources needed for plan activities	Artifacts to be collected	Timeline (Month/Year to start activity)

All activities in this plan must be completed prior to May 15th using the PGP for Completed Plan.

Administrator's Signature

Date

This form is filed at the building level.

**PROFESSIONAL GROWTH PLAN FINAL EVALUATION FORM
FOR COMPLETED PLANS**

This form is to be completed individually by each participant
at the conclusion of the Professional Growth Plan.

Teacher: _____ School: _____

Grade/Dept: _____ Plan start date: _____ Plan completion date: _____

If plan was a group plan, list other members:

1. _____ 2. _____

3. _____ 4. _____

Plan Outcomes:

Artifacts Submitted:

Teacher Reflection/Future Consideration:

Evaluator's comments:

Administrator Signature
Date

Date

Teacher Signature

This form is filed at the building level

SUGGESTED LIST OF ARTIFACTS

I. Planning and Preparation:

- Lesson Plans
- Long Range Plans
- Assessment Plan
- Grading Plan/Grade Book
- Discipline Plan
- Substitute Plans
- Curriculum Maps
- Data Disaggregation on Student Achievement, Performance

II. Classroom Environment:

- Affective Domain (self-esteem, incentives, rewards, projects, etc.)
- Physical Layout (rationale)
- Seating Arrangement (rationale)
- Team Building Strategies
- Cooperative Learning
- Classroom Rules/Routine
- Bulletin Boards (interactive, instructional, affective)
- Homework Plan
- Photos/Videotaping
- Display of Student Work

III. Instruction:

- Units of Study/Thematic Units
- Literature/Book List
- Extension/Enrichment Activities
- Review/Reinforcement Activities
- Modifications/Differentiations for Special Needs
- Flexible Grouping Plans
- Instructional Sequence (samples from whole lesson sequence-planning through culmination)
- Completed Student Work Samples (with evidence of individually specific teacher feedback)
- Homework Assignments and Guides
- Technology Links (multimedia, laser disc, internet, etc.)
- Curriculum Integration Efforts
- Videotaping of Instruction/Photo Chronology of Unit Sequence

Suggestions for Supervisors and Teachers in Goal/Plan Setting

Setting Teaching /Learning Goals Derived from the Teaching Standards	
Refining Current Practices (Improvement Goals)	<p>This type of goal fits a range of teaching areas, especially those that would be included under Domains 1,2, and 3 in the LRSD Professional Teacher Appraisal System(PTAS). It could include work on improving a more basic skill(managing student behavior) or a more complex skill (engaging students in learning). The important thing here is that the teacher is indicating a desire to improve something she already does in her teaching. This type of goal would routinely be set by an individual rather than a team. The plan for this type of goal could involve classroom observation as a form of formative assessment or some form of artifact collection to demonstrate the desired improvement. This type of goal would generally be set for only one year.</p>
Acquisition of New Skills or Knowledge (Renewal Goals).	<p>In acquiring new skills or knowledge to enhance the application of the teaching standards, it should be assumed that this type of goal will require some resources to support the gaining of the skill or the needed information. The plan would likely include some form of demonstration of the newly acquired skill or practice (presentation to other faculty, review by a support group or study group, written material distributed to others, or an actual or taped demonstration). This type of goal could be set by an individual or a team. To maximize the use of building or district resources, the new skill or knowledge should be required to be directly related to the teaching and learning initiatives. In most situations, this goal would be a two-year or three- year plan in order to allow time for the teacher to acquire the new knowledge and to test its implementation</p>
Doing Things Differently (Redesign or Restructuring Goals).	<p>These goals will often be set as derivatives of the components of professional practice as stated in the standards. In settings different from traditional practice, the application of the standards might have more significance. Developing goals and plans that would lead to new ways of doing things (project based learning, non-graded rooms, developing interdisciplinary teams in high schools) provides a new way of thinking about and demonstrating the importance of the teaching standards. This type of activity will almost certainly require additional resources and time. This work should be done by a team and never for less than two or three years. The product of this type of activity should include a rationale for the change, the desired student outcomes, a discussion of the possible implications of the new way of doing things for other parts of the system, and a plan for evaluating all relevant outcomes of the change.</p>

Suggestions for Supervisors and Teachers in Goal/Plan Setting, continued

Setting Program or Curriculum Goals and Plans (from Content Standards or Within the Process of Developing Content Standards)	
<p>"Deepening" Goals (Organizing Curriculum Around Deepening Student Understanding).</p>	<p>This type of goal would focus on moving from broad curriculum coverage to a deeper concept of curriculum that requires identifying what is most important for students to learn (i.e., focusing on themes or questions rather than sequences of facts). Teachers could work toward this goal individually or as a team. The product for this goal should include a rationale, what students should know and be able to do as a result of this work, and plans for assessing student learning and for evaluating the merit of the changes. Depending upon the scope of the project, the teacher or team could work on this goal for three years.</p>
<p>"Integrating" Goals (Designing Learning Experiences to Assist Students in Connecting Ideas and Concepts Across Different Content Areas).</p>	<p>These goals would focus on developing integrated lessons, units, and courses. This work could be done individually or in teams. Products should include rationale, desired student outcomes, necessary materials, recommended teaching practices, and plans for assessing student learning and for evaluating the merit of the activity. Depending upon the scope of the effort, the teacher or team may need two-year or three-year plan to complete the work.</p>
<p>"Engaging" Goals (Designing Learning Experiences to Engage Students).</p>	<p>These goals would focus on developing curriculum plans, materials, and related activities that attend specifically to increasing the engagement of students in the work of the classroom. These goals would also include attempts to engage different groups of students, based on special needs, styles, or developmental stages. The product should include desired student outcomes, any curriculum materials needed, identification of the necessary teaching strategies and skills, and plans for assessing student outcomes and assessing the merit of the process. Depending upon the scope of the plan, the team or teacher may need one to three years to complete thoroughly this plan.</p>
<p>"Assessing" Goals (Designing Activities and Experiences Determining What Students Have Learned and What They Can Do).</p>	<p>This type of goal would focus on developing new or alternative assessments to measure or describe student learning. This goal could be done individually or in teams. The product should include a rationale for developing the new assessment procedures, the student outcomes to be assessed, the measures and rubrics to be used, and the implications for curriculum and instruction. Depending on the complexity and scope of the assessment activity, the team or teacher may need one to three years.</p>

TRACK III



PROFESSIONAL SUPPORT

This track outlines the two-phases of assistance that a teacher can receive when improvement or support is warranted.

Track III

Professional Support Track

PURPOSE

The Track III: Professional Support Track will offer a good faith effort to support and guide the teacher in meeting the expectations set forth in the Little Rock School District's Core Teaching Standards. The Professional Support Track has three primary purposes:

- 1) to demonstrate the commitment of the District to the ongoing growth and development of all teachers,
- 2) to enable an administrator to assist a probationary or non-probationary teacher to improve a specific core teaching standard or/and professional competency, and
- 3) to enable a teacher to seek assistance in any of the Core Teaching Standards based upon the teacher self-initiation.

The Professional Support Track aims to offer the best possible opportunities for professional development and growth. However, during certain steps, the administrator may deem it necessary to involve the appropriate assistant superintendent or/and the Human Resource Director. Because of the personal nature of this track, confidentiality is required of all participants. Track III consists of two levels:

Level One: Awareness Phase

Level Two: Assistance Phase

Track III

LEVEL ONE: AWARENESS PHASE

The purpose of the Awareness Phase is to mutually assemble individuals to identify and discuss areas of concern related to the Core Teaching Standards.

The following steps are employed in the Awareness Phase:

- 1) The administrator identifies a concern related to the Core Teaching Standard and informs the teacher in writing of the concern.
- 2) The administrator establishes an initial meeting to be scheduled and held within 10 working days of the notification of concern.
- 3) The administrator and teacher collaborate and attempt to resolve the concern(s) via an established plan (see "Action Plan for Improvement Form," p. 28). Procedures, resources, and timelines (not to exceed 30 days) relative to resolving the concern will be mutually agreed upon by the teacher, administrator, and/or other involved parties.

At the conclusion of the thirty day period, the administrator will review the documented progress of the teacher and will choose one of the following options:

- 1) The teacher will return to the Track I or II because the concern(s) has been resolved.
- 2) If evidence exists that suggests that the teacher is making progress in the Awareness Phase but improvement is still needed, then the administrator may elect to leave the teacher in this phase for a continuation of mutually agreed upon procedures and extended time line , not to exceed 15 more additional days.

OR

- 3) The teacher has not met the concern(s) and will be placed in the Assistance Phase.

At the final meeting of the Awareness Phase, the principal should inform the teacher to her/his right to have a CTA representative or staff member at this meeting if the administrator is placing the teacher in the Assistance Phase.

Minutes of meetings and information collected in the Awareness Phase will remain at the building level and between the concerned parties.

If the administrator believes that the teacher needs a support system to address an area(s) of concern or if requested by the teacher, then a support team or appropriate personnel will be identified by the teacher and/or the administrator.

At the administrator's discretion, the administrator may omit placing a teacher in the Awareness Phase and may place the teacher directly in the Assistance Phase.

TRACK III

(THIS SESSION IN CONJUNCTION WITH THE PN AGREEMENT MUST BE RATIFIED AND APPROVED)

LEVEL TWO: ASSISTANCE PHASE

The purpose of the Assistance Phase is to provide more specific guidance and assistance to a tenured teacher.

The following steps are employed in the Assistance Phase:

- 1) The administrator will schedule and hold an initial meeting within 10 working days of the final meeting of the Awareness Phase or after direct placement in the Assistance Phase to discuss the concerns and to implement the steps for this phase of improvement.

A. Before placing a teacher in the assistance phase, at least one formal observation must be completed in accordance with the evaluation procedures jointly adopted by LRSD and LRCTA.

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

C. When the evaluator deems that the teacher's overall performance is below basic or basic, a memo shall be given to the teacher setting a meeting to discuss **performance domains** and possible probation. The memo must include the following:

- The **performance domains** that that are basic or below;
- The actions needed to improve or correct the basic or below basic area;
- The principal's assurance to meet with the teacher to develop a plan;
- The principal's statement to provide and schedule technical assistance;
- The length of the probation or time required to improve;
- A statement to notify the teacher of an extended probation, a non-renewal; or termination recommendation if the competency is not improved; and
- A statement to notify the teacher of his/her right to union representation at that initial meeting.

- 2) An individual plan for improvement will be written collaboratively by the teacher and the administrator. The teacher will be allowed input into the development of the plan. If the teacher rejects the plan, he/she will be responsible for correcting the below basic or basic performance. The plan will include the following components (see "Action Plan for Improvement Form," p. 28): **This plan is to be specific with obtainable objectives and reasonable measurements.**

- a. A specific statement of the areas of concern(s) as it relates to the Core Teaching Standards that have been identified as below basic or basic;
- b. Strategies, procedures, technical assistance, and/or activities to be utilized for the resolution of the problem;

- c. Indicators of success relating to the Core Teaching Standard that need improvement;
 - d. A listing of resources to be allocated for plan implementation and completion including but not limited to materials and staff development, with budgetary considerations. **Technical assistance must be provided during this probationary period unless rejected by the teacher and documented by the administrator.**
 - e. A time line, **maximum 40 contractual days** for the teacher, indicating implementation dates, final review dates, and meeting dates to review progress of the plan.
- 3) Copies of the plan, all meetings, and discussions will be filed at the building level and in the teacher's personnel file (See "Minutes of Action Plan Meeting," p. 29).
 - 4) During the probation period, the evaluator will do a **formal** observation with the required **pre** and post observation conference to assess the progress and to provide feedback to the teacher. **In the pre-conference, the teacher and administrator will mutually identify, where possible the date of the classroom observation. During the post observation conference, the administrator and the teacher will jointly conference to determine how future progress and feedback will be determined at or near the end of the probationary period (i.e., informal observation, drop-ins, written communication, and/or conferences).**
 - 5) At the final probationary conference, a union representative will be present. In the final meeting, the principal shall be present to inform the teacher and to respond to any questions about his or her decision to enact the below options listed under #6.**
 - 6) An appraisal form shall be completed and included with the evaluator's recommendation.

A review of progress at the conclusion of the designated time period will result in one of the three recommendations by the administrator:

- a. Problem is resolved. The teacher is moved from the Track III: Assistance Phase to Track I or II.
 - b. Progress is noted. The teacher continues in the Assistance Phase for an additional period of time, not to exceed 15 additional days.
 - c. Problem is not resolved. The teacher is recommended for non-renewal or termination of contract in accordance with the Arkansas Teacher Fair Dismissal Act.
- 4) All data and forms obtained during the Assistance Phase will be used if a non-renewal or termination should be recommended.

MINUTES OF ACTION PLAN MEETING

Check one: **Awareness Phase** **Assistance Phase**

Teacher _____ **Evaluator** _____

Domain: **Planning and Preparation** **The Classroom Environment**
 Instruction

Identifiable Concern(s):

Progress Noted:

Secondary Concern(s):

Modifications (if applicable):

Evaluator signature _____ **Date** _____

Teacher signature _____ **Date** _____

This form is filed at the building level only.

DOMAINS AND RUBRICS:



Domain 1: Planning and Preparation

Domain 2: Classroom Environment

Domain 3: Instruction

Domain 4: Professional Responsibilities

CORE TEACHING STANDARDS

The Core Teaching Standards consist of four primary focuses: Domain I: Planning and Preparation; Domain II: The Classroom Environment; Domain III: Instruction; and Domain IV: Professional Responsibilities. Each of the four domains of this document refers to a distinct aspect of teaching. To some extent, the defined components within each domain form a coherent body of knowledge and skill, which can be the subject of focus independent of the other domains. The common thread that links all four of these domains is that they all engage students in learning important knowledge (Danielson, 1996).

There are four levels of performance: below basic, basic, proficient, and distinguished. The levels range from describing teachers who are still attempting to master the fundamentals of teaching (below basic) to highly successful professionals who are able to communicate their expertise to other professionals (distinguished). Each component of a particular domain defines what is an unacceptable to highly acceptable performance level for each component.

The four levels of performance, according to Danielson (1996), may be generally defined as follows:

- Below basic: The teacher does not yet appear to understand the concepts underlying the component. Working on the fundamental practices associated with the element will enable the teacher to grow and develop in this area.
- Basic: The teacher appears to understand the concept underlying the element and aims to implement its components, but application is sporadic, intermittent, or otherwise not entirely successful.
- Proficient: The teacher clearly comprehends the concepts underscoring the components and applies it well.
- Distinguished: The teacher is identified as an exceptional or master teacher who makes a contribution to the profession. The teacher's classroom is exceptionally student-centered and is representative of a climate where students are active, self-initiating, and responsible learners.

Some components of the Core Teaching Standards have been identified as critical elements to the teaching act. Thus, these components have been identified as heavily weighted and critical as denoted by an asterisk (*).

DOMAIN 1

PLANNING AND PREPARATION

1A. Demonstrating Knowledge of Content and Pedagogy*

Knowledge of Content
Background Knowledge
Knowledge of Content-related Pedagogy

1B. Demonstrating Knowledge of Students*

Knowledge of Characteristics of Age Group
Knowledge of Students' Varied Approaches to Learning
Knowledge of Students' Skills and Achievement Levels
Knowledge of Students' Interest and Cultural Heritage

1C. Selecting Instructional Goals*

Alignment to Standards
Clarity
Suitability for Diverse Students

1D. Demonstrating Knowledge of Resources

Resources for Teaching
Resources for Students

1E. Designing Coherent Instruction*

Learning Activities
Instructional Materials and Resources
Instructional Grouping
Lesson and Unit Structure

1F. Assessing Student Learning*

Alignment with Instructional Goals, Standards and Benchmarks
Criteria and Standards
Variety of Strategies
Analysis of Data and Assessment to Inform Instruction

DOMAIN 1: PLANNING AND PREPARATION

*Component 1a: Demonstrating Knowledge of Content and Pedagogy

ELEMENT	Level of Performance			
	Below Basic	Basic	Proficient	Distinguished
Knowledge of Content	Teacher makes content errors or does not correct content errors students make.	Teacher displays content knowledge but cannot articulate connections with other parts of the discipline or with other disciplines.	Teacher displays content knowledge and makes connections between the content and other parts of the discipline and other disciplines.	Teacher displays extensive content knowledge, with evidence of continuing pursuit of such knowledge.
Background Knowledge	Teacher displays little understanding of background knowledge important for student learning of the content.	Teacher indicates some awareness of background knowledge, although such knowledge may be incomplete or inaccurate.	Teacher's plans and practices reflect understanding of background knowledge and relationships among topics and concepts.	Teacher actively builds on knowledge of background and relationships when describing instruction or seeking causes for student misunderstanding.
Knowledge of Content-related Pedagogy	Teacher displays little understanding of pedagogical issues involved in student	Teacher displays basic pedagogical knowledge but does not monitor and	Pedagogical practices reflect current research on best practice within	Instruction reflects the teacher's search for best practice and adjusting for targeted,

	learning of the content.	adjust for student misconceptions.	the discipline while monitoring and adjusting for student misconceptions in whole group.	individual student misconceptions.
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DOMAIN 1: PLANNING AND PREPARATION

*Component 1b: Demonstrating Background Knowledge

ELEMENT	Level of Performance			
	Below Basic	Basic	Proficient	Distinguished
Knowledge of Characteristics of Age Group	Teacher displays minimal knowledge of developmental characteristics of age group.	Teacher displays generally accurate knowledge of developmental characteristics of age group.	Teacher displays thorough understanding of typical developmental characteristics of age group as well as exceptions.	Teacher displays knowledge of typical developmental characteristics of age group, exceptions, and differentiates appropriately.
Knowledge of Students' Varied Approaches to Learning	Teacher is unfamiliar with the different approaches to learning that students exhibit, such as learning styles, modalities, and different "intelligences".	Teacher displays general understanding of the different approaches to learning that students exhibit.	Teacher displays solid understanding of different approaches to learning that students exhibit.	Teacher actively keeps informed and seeks new ways to use varied approaches to learning in instructional planning.
Knowledge of Students' Skills and Achievement Levels	Teacher displays little knowledge of students' skills and achievement levels and does not indicate that such knowledge is valuable.	Teacher recognizes the students' skills and achievement levels but displays this knowledge for the class as a whole with little regard for differentiated needs.	Teacher displays and values knowledge of students' skills and of achievement levels while differentiating instruction for groups of students.	Teacher instruction reflects the knowledge of individual student skills and achievement levels.
Knowledge of Students' Interests and Cultural Heritage	Teacher displays little knowledge of students' interests or cultural heritage and does not indicate that such knowledge is valuable.	Teacher recognizes the value of understanding students' interests or cultural heritage but displays this knowledge for the	Teacher displays knowledge of the interests or cultural heritage of groups of students and recognizes the value of this knowledge	Teacher displays knowledge of the interests or cultural heritage of each student.

		class only as a whole.		
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DOMAIN 1: PLANNING AND PREPARATION

***Component 1c: Selecting Instructional Goals**

ELEMENT	Level of Performance			
	Below Basic	Basic	Proficient	Distinguished
Alignment to Standards	Goals are not appropriate and represent low expectations or no conceptual understanding for students. Goals do not relate to standards and benchmarks.	Goals are moderately appropriate in either their expectations or conceptual understanding for students and relate to standards and benchmarks.	Goals are appropriate in their level of expectations, conceptual understanding, and relate to standards and benchmarks.	Not only are the goals appropriate, but teacher can also clearly articulate how goals establish high expectations and relate to standards and benchmarks.
Clarity	Goals are either not clear or are stated as student activities.	Goals are only moderately clear or include a combination of goals and activities.	Most of the goals are clear and are written in the form of student learning.	All the goals are clear and are written in the form of student learning.
Suitability for Diverse Students	Goals are not suitable for the class.	Goals are suitable for a few students in the class.	Goals are suitable for most students in the class.	Goals take into account the varying learning needs of individual students or groups.

DOMAIN 1: PLANNING AND PREPARATION

Component 1d: Demonstrating Knowledge of Resources

ELEMENT	Level of Performance			
	Below Basic	Basic	Proficient	Distinguished
Resources for Teaching	Teacher is unaware of resources available through the school or district.	Teacher displays limited awareness of resources available through the school or district.	Teacher is fully aware of all resources available through the school or district	In addition to being aware of school and district resources, teacher actively seeks other materials to enhance instruction, for example, from professional organizations or through the community.
Resources for Students	Teacher is unaware of resources available to assist students who need them.	Teacher displays limited awareness of resources available through the school or district.	Teacher is fully aware of all resources available through the school or district and knows how to gain access for students.	In addition to being aware of school and district resources, teacher is aware of additional resources available through the community.

DOMAIN 1: PLANNING AND PREPARATION

*Component 1e: Designing Coherent Instruction

ELEMENT	Level of Performance			
	Below Basic	Basic	Proficient	Distinguished
Learning Activities	Learning activities are not suitable for students or instructional goals. They do not follow an organized progression and do not reflect recent professional research. Learning activities do not differentiate.	Only some of the learning activities are suitable for students or instructional goals. Learning differentiation occurs. Progression of activities in the unit is uneven, and only some activities reflect recent professional research.	Most of the learning activities are suitable for students and instructional goals such as whole group, small group and individualized instruction. Progression of activities in the unit is fairly even, and most activities reflect recent professional research.	Learning activities incorporating differentiated instruction are highly relevant for students and instructional goals. They progress coherently, producing a unified whole and reflecting recent professional research.
Instructional Materials and Resources	Materials and resources do not support the instructional goals or engage students in meaningful learning.	Some of the materials and resources support the instructional goals, and some engage students in meaningful learning.	All materials and resources support the instructional goals, and assist in differentiation of instruction.	All materials and resources support the instructional goals, and assist in differentiated instruction. There is evidence of student participation in selecting or adapting materials.
Instructional Groups	Instructional groups are not varied and not appropriate to the different instructional goals.	Instructional groups are inconsistent in suitability to the instructional goals and offer minimal variety.	Instructional groups are varied as appropriate to the different instructional goals.	Instructional groups are varied as appropriate to the different instructional goals. There is evidence of some student input in the instructional grouping.
Lesson and Unit Structure	The lesson or unit has no clearly defined structure, or the structure is chaotic. Time allocations are unrealistic.	The lesson or unit has a recognizable structure, although the structure is not uniformly maintained throughout. Most time allocations are reasonable.	The lesson or unit has a clearly defined structure and activities that support differentiated instruction. Time allocations are reasonable.	The lesson's or unit's structure is clear and allows for different pathways according to student needs.

DOMAIN 1: PLANNING AND PREPARATION

*Component 1f: Assessing Student Learning

ELEMENT	Level of Performance			
	Below Basic	Basic	Proficient	Distinguished
Alignment with Instructional Goals, Standards, and Benchmarks	Content and methods of assessment are not aligned with instructional goals, standards, and benchmarks.	Content and methods of assessment show minimal alignment with instructional goals, standards, and benchmarks.	Content and methods of assessment show consistent alignment with instructional goals, standards, and benchmarks.	The assessment is completely aligned with the instructional goals, standards, and benchmarks, both in content and methods.
Criteria and Standards	Assessment contains no clear criteria or standards.	Assessment criteria and standards have been developed, but they are either not clear or have not been clearly communicated to students.	Assessment criteria and standards are clear and have been clearly communicated to students.	Assessment criteria and standards are clear and have been clearly communicated to students with students' contribution to the development of the criteria and standards
Variety of Strategies	Assessments show no variety in measuring student achievement with regard to differentiated instruction.	Assessments show limited variety in measuring student achievement with regard to differentiated instruction.	Assessments show a variety of assessment strategies, including peer and self assessment to measure student achievement.	Teacher develops and uses a wide variety of assessment activities as well as varying types of nontraditional assessments.
<u>Analysis of Data and Assessment to Inform Instruction</u>	<u>Sources of data and/or assessments were not used for planning.</u>	<u>Sources of data and/or assessments were analyzed but not used for planning or the growth was less than the established goal.</u>	<u>Based on analysis of sources of data and assessments, the teacher identifies the instructional needs/goals, determines future instruction, monitors, and quantifiably demonstrates student growth as established.</u>	<u>The teacher identifies the instructional needs/goals, determines future instructional focus, monitors and quantifiably demonstrates student growth beyond what is expected with student participation in the examination of data to improve student learning.</u>

DOMAIN 2

THE CLASSROOM ENVIRONMENT

2A. Establishing a Culture for Learning*

Expectations for Learning and Achievement
Teacher Interaction with Students
Physical Environment
Advocacy

2B. Managing Classroom Procedures*

Management of Instructional Groups
Management of Transitions
Management of Materials and Supplies
Performance of Non-instructional Duties

2C. Managing Student Behavior*

Expectations
Monitoring of Student Behavior

DOMAIN 2: THE CLASSROOM ENVIRONMENT

*Component 2a: Establishing a Culture for Learning

ELEMENT	Level of Performance			
	Below Basic	Basic	Proficient	Distinguished
Expectations for Learning and Achievement	Instructional goals, activities, interactions, and classroom environment reflects below grade – level, low order thinking and interaction is not connected to real-life situations.	Instructional goals, activities, interactions, and classroom environment reflect inconsistent use of grade level appropriate higher order thinking and very little connection to real-life situations.	Instructional goals, activities, interactions, and classroom environment reflect grade level appropriate higher order thinking instruction connected to real-life situations.	Instructional goals, activities, interactions and classroom environment reflect student/teacher collaboration in setting goals and planning grade - level appropriate higher order thinking instruction connected to real-life situations.
Teacher Interaction with Students	Teacher interaction with at least some students is negative, inappropriate to developmental and cultural norms.	Teacher-student interactions are generally appropriate but reflect occasional inconsistencies, favoritism, or disregard for developmental and cultural norms. Students exhibit disrespect for teacher.	Teacher-student interactions are positive, demonstrate general warmth, caring and respect, and are appropriate to the developmental and cultural norms. Students exhibit respect for teacher.	Teacher demonstrates genuine caring and respect for each student. Students exhibit respect for teacher.
Physical Environment	Physical environment is uninviting, disorderly and lacks stimulating components.	Physical environment is limited with examples of orderliness, student work and stimulating components.	Physical environment creates an atmosphere that is attractive, welcoming, stimulating, and displays current examples of student work.	Physical environment is innovative, creative and reflects student-centered design with current student work and content-specific learning/materials displayed.
Advocacy	Teacher does not work to ensure that all students receive a fair opportunity to succeed.	Teacher sometimes works to ensure that all students receive a fair opportunity to succeed.	Teacher works to ensure that all students receive a fair opportunity to succeed.	Teacher makes a particular effort to challenge negative attitudes and helps ensure that all students, particularly those traditionally underserved, are honored in the school.

DOMAIN 2: THE CLASSROOM ENVIRONMENT

*Component 2b: Managing Classroom Procedures

ELEMENT	Level of Performance			
	Below Basic	Basic	Proficient	Distinguished
Management of Instructional Groups	Tasks for group work are unsuccessful and/or unplanned, resulting in complete off-task behavior.	Tasks for group work are partially organized, resulting in some off-task behavior when teacher is involved with one group.	Tasks for group work are organized, and groups are managed so students are engaged at all times.	Groups working independently are productively engaged at all times, with students assuming responsibility for productivity.
Management of Transitions	Transitions are inefficient, ineffective, and distracting.	Transitions result in loss of instructional time.	Transitions occur smoothly with teacher supervision.	Transitions are seamless, with students assuming some responsibility for efficient operation.
Management of Materials and Supplies	Materials are handled inefficiently, resulting in loss of instructional time.	Routines for handling materials and supplies function moderately well.	Routines for handling materials and supplies occur smoothly with teacher supervision.	Routines for handling materials and supplies are seamless with students assuming some responsibility for efficient operation.
Performance of Non-instructional Duties	<u>Instructional</u> time is lost in performing non-instructional duties.	Systems for performing non-instructional duties are inconsistently efficient, resulting in loss of instructional time.	Efficient systems for performing non-instructional duties are in place, resulting in no loss of instructional time.	Systems for performing non-instructional duties are well established, with students assuming considerable responsibility for efficient operation.

DOMAIN 2: THE CLASSROOM ENVIRONMENT

*Component 2c: Managing Student Behavior

ELEMENT	Level of Performance			
	Below Basic	Basic	Proficient	Distinguished
Expectations	No standards of conduct appear to have been established, or students are confused as to what the standards are.	Establishment of standards of conduct and student understanding of them appear inconsistent.	Standards of conduct have been established and are clear to all students.	Standards of conduct are clear to all students and appear to have been developed with student participation.
Monitoring of Student Behavior	Student behavior is not monitored, and teacher is unaware of what students are doing.	Teacher is generally aware of some student behavior but does not respond to the behavior.	Teacher is alert to student behavior at all times and responds appropriately and timely.	Monitoring by teacher is subtle and preventative. Students monitor their own and their peers' behavior correcting one another respectfully.

DOMAIN 3

INSTRUCTION

3A: Communicating Clearly and Accurately*

Directions and Procedures
Oral and Written Language

3B: Using Questioning and Discussion Techniques*

Quality of Questions
Discussion Techniques
Quality of Discussion

3C: Engaging Students in Learning*

Presentation of Content
Activities, Resources, and Assignments
Grouping of Students
Structure and Pacing
Lesson Adjustment

3D: Providing Feedback to Students*

Quality
Timeliness
Responses to Students

3E: Utilizing Technology

Curriculum Resource
Instruction

DOMAIN 3: INSTRUCTION

*Component 3a: Communicating Clearly and Accurately

ELEMENT	Level of Performance			
	Below Basic	Basic	Proficient	Distinguished
Directions and Procedures	Teacher directions and procedures are confusing to students.	Teacher directions and procedures are sometimes grade-level inappropriate, excessively detailed, or poorly expressed.	Teacher directions and procedures are clear to students and contain an appropriate level of detail.	Teacher directions and procedures are clear to students and teacher anticipates possible student misunderstanding.
Oral and Written Language	Spoken or written language contains many grammar and syntax errors. Vocabulary is inappropriate, vague or used incorrectly, leaving students confused.	Teacher's spoken and written language is sometimes unclear and incorrect. Vocabulary is sometimes inappropriate for students' ages or backgrounds.	Teacher's spoken and written language is clear and correct. Vocabulary is appropriate to student's age and interests.	Teacher's spoken and written language is correct and expressive, with well chosen vocabulary that enriches the lesson.

DOMAIN 3: INSTRUCTION

*Component 3b: Using Questioning and Discussion Techniques

ELEMENT	Level of Performance			
	Below Basic	Basic	Proficient	Distinguished
Quality of Questions	Teacher's questions are virtually all of poor quality. Questions show little variety in techniques employing mostly or all structured techniques. No interpretative or open-ended techniques employed.	Teacher's questions are a combination of low and high quality. Teacher uses more than one questioning technique with little interpretative or open-ended techniques.	Most of teacher's questions are of a high quality. Teacher uses a variety of questioning techniques including some interpretative, structured, open-ended, and guided questions to allow for adequate demonstration of understanding. Adequate time is available for students to respond.	Teacher's questions are of uniformly high quality and demonstrate a variety of techniques, with adequate time for students to respond. Teacher encourages students to formulate a variety of high quality questions.
Discussion Techniques	Interaction between teacher and students is predominantly recitation style with teacher initiating all questions and/or answers.	Teacher makes some attempt to engage students in discussion, with uneven results.	Classroom interaction represents true discussion with teacher acting as facilitator.	Teacher encourages students to assume a considerable responsibility for the success of the discussion, initiating topics and making unsolicited contributions.

DOMAIN 3: INSTRUCTION

*Component 3b: Using Questioning and Discussion Techniques (cont.)

ELEMENT	Level of Performance			
	Below Basic	Basic	Proficient	Distinguished
Quality of Discussion	Discussions are often of non-substantive quality with little attention to topic(s).	Teacher attempts to keep discussion substantive but with limited success. Discussion wanders from appropriate topic(s).	Teacher guides and leads students in engaged and substantive discussion and conversation.	Teacher encourages students to initiate quality discussions with substantive conversation to further understanding while engaging all students.

DOMAIN 3: INSTRUCTION

*Component 3c: Engaging Students in Learning

ELEMENT	Level of Performance			
	Below Basic	Basic	Proficient	Distinguished
Presentation of Content	Presentation of content is inappropriate and unclear or uses poor examples and analogies.	Presentation of content is inconsistent in quality. Some is done skillfully, with good examples; other portions are difficult to follow.	Presentation of content is appropriate and links well with students' knowledge and experience.	Presentation of content is appropriate and links well with students' knowledge and experience. Students contribute to presentation of content.
Activities, Resources, and Assignments	Activities and resources are inappropriate for students in terms of their age or backgrounds. Students are not engaged mentally.	Some activities, and resources are appropriate to students and engage them mentally but others do not.	Most activities and resources are varied and appropriate to students. Almost all students are cognitively engaged in them.	Students are cognitively engaged in a variety of activities and assignments in their exploration of content. Students are allowed to choose initiate or adapt activities and resources to enhance understanding.
Grouping of Students	Instructional groups are inappropriate to the students or to the instructional goals.	Instructional groups are only partially appropriate to the students or only moderately successful in advancing the instructional goals of a lesson.	Instructional groups are productive and fully appropriate to the students or to the instructional goals of a lesson.	Instructional groups are productive and fully appropriate to the instructional goals of a lesson. Students take the initiative to influence instructional groups to advance their understanding.

DOMAIN 3: INSTRUCTION

*Component 3c: Engaging Students in Learning (cont.)

ELEMENT	Level of Performance			
	Below Basic	Basic	Proficient	Distinguished
Structure and Pacing	The lesson has no clearly defined structure, and/or the pacing is inappropriate.	The lesson has a recognizable structure, although it is not uniformly maintained throughout the lesson. Pacing of the lesson is inconsistent.	The lesson has a clearly defined structure around which the activities are organized. Pacing of the lesson is consistent.	The lesson's structure is highly coherent, allowing for reflection and closure as appropriate. Pacing of the lesson is appropriate for all students.
Lesson Adjustment	Teacher adheres rigidly to an instructional plan, even when a change will clearly improve a lesson.	Teacher attempts to adjust a lesson with inconsistency results.	Teacher makes a minor adjustment to a lesson, and the adjustment occurs smoothly.	Teacher successfully makes a required and appropriate adjustment to a lesson and offers an explanation for it to the students.

DOMAIN 3: INSTRUCTION

*Component 3d: Providing Feedback to Students

ELEMENT	Level of Performance			
	Below Basic	Basic	Proficient	Distinguished
Quality	Feedback is either not provided or is of uniformly poor quality.	Feedback is inconsistent in quality: Some elements are not accurate, substantive, constructive, and specific.	Feedback is consistently accurate, substantive, constructive, and specific.	Feedback is consistently accurate, substantive, constructive, and specific. Provision is made for students to use feedback in their learning.
Timeliness	Feedback is not provided in a timely manner.	Timeliness of feedback is inconsistent.	Feedback is consistently provided in a timely manner.	Feedback is consistently provided in a timely manner. Students make prompt use of the feedback in their learning.
Responses to Students	Teacher devalues or disregards students' questions or interests.	Teacher attempts to accommodate students' questions or interests with minimum explanation.	Teacher successfully accommodates students' questions or interests with a sufficient explanation.	Teacher seizes a major opportunity to enhance learning by building on spontaneous interactions.

DOMAIN 3: INSTRUCTION

Component 3e: Utilizing Technology

ELEMENT	Level of Performance			
	Below Basic	Basic	Proficient	Distinguished
Curriculum Resource	Teacher does not use technology as a resource to support the curriculum.	Teacher infrequently uses technology as a resource to support the curriculum.	The teacher uses a variety of technology as a resource to support the curriculum on a regular basis.	Teacher and students use a variety of technology as a resource in the lesson, and students initiate use of technology as resources for interests and learning.
Instruction	Instruction provides no opportunity for use of technology.	Some instruction provides infrequent use of technology. Little opportunity for student involvement.	Instruction provides significant use of technology. Teacher encourages and guides students in use of available technology.	Teacher encourages and guides students in use of available technology to further understanding and research, as well as actively keeps informed and seeks new ways to encourage student use of technology.

DOMAIN 4

PROFESSIONAL RESPONSIBILITIES

4A. Reflecting on Teaching

Accuracy
Use in Future Teaching

4B. Maintaining Accurate Records*

Student Completion of Assignments
Student Progress in Learning
Non-instructional Records

4C. Communication with Families

Information about the Instructional Program
Information About Individual Students
Engagement of Families in the Instructional Program

4D. Contributing to the School

Relationships with Colleagues
Service to the School
Instructional Collaboration on Teaching and Learning

4E. Growing and Developing Professionally*

Enhancement of Content Knowledge and Pedagogical Skill
Service to the Profession
Professional Growth to School Improvement

4F. Showing Professionalism

Service to Students
Decision Making

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES

Component 4a: Reflecting on Teaching

ELEMENT	Level of Performance			
	Below Basic	Basic	Proficient	Distinguished
Accuracy	Teacher does not know if a lesson was effective or achieved its goals, or profoundly misjudges the success of a lesson.	Teacher has a generally accurate impression of a lesson's effectiveness and the extent to which instructional goals were met.	Teacher makes an accurate assessment of lesson's effectiveness and the extent to which it achieved its goals and can cite two general references to support the judgment.	Teacher makes a thoughtful and accurate assessment of a lesson's effectiveness and the extent to which it achieves goals, citing three or more specific examples from the lesson and weighing the relative strength of each.
Use in Future Teaching	Teacher has no suggestions for how a lesson may be improved another time.	Teacher makes one suggestion about how a lesson may be improved.	Teacher makes two specific suggestions on how a lesson may be improved.	Drawing on an extensive repertoire of skills, the teacher offers at least two specific alternative actions, complete with probable outcomes of different approaches.

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES

*Component 4b: Maintaining Accurate Records

ELEMENT	Level of Performance			
	Below Basic	Basic	Proficient	Distinguished
Student Completion of Assignments	Teacher's system for maintaining information on student completion of assignments is in disarray.	Teacher's system for maintaining information on student completion of assignments is rudimentary and only partially effective.	Teacher's system for maintaining information on student completion of assignments is fully effective.	Teachers' system for maintaining information on student completion of assignments is fully effective and timely with some student involvement.
Student Progress in Learning	Teacher has no system for maintaining information on student progress in learning, or the system is in disarray.	Teacher's system for maintaining information on student progress in learning is incomplete, not current, or inaccurate.	Teacher's system for maintaining information on student progress in learning is complete, current, and accurate.	Teacher and students use data to make decisions for improving learning.
Non-instructional Records	Teachers' records for non-instructional activities are in disarray, resulting in errors and confusion.	Teacher's records for non-instructional activities are adequate, but they require frequent monitoring to avoid error.	Teacher's system for maintaining information on non-instructional activities is accurate, complete, and current.	Teacher's system for maintaining information on non-instructional activities is accurate, complete, current, and students contribute to its maintenance.

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES

Component 4c: Communication with Families

The documentation must be over time and support or show a two-way communication process wherein the parent is provided the opportunity to respond to the teacher's communication.

ELEMENT	Level of Performance			
	Below Basic	Basic	Proficient	Distinguished
Information About the Instructional Program	Teacher provides little information about the instructional program to families.	Teacher participates in the school's activities for parent communication but offers little additional information.	Teacher provides two forms of documentation information to parents, as appropriate about the instructional program.	Teacher provides at least three forms of information to parents as appropriate about instructional program. Students participate in preparing materials.
Information About Individual Students	Teacher provides minimal information to parents and does not respond or responds insensitively to parent concerns about students.	Teacher adheres to the school's required procedures for communicating to parents. Responses to parent concerns are minimal.	Teacher communicates with parents about students' progress on a regular basis and is available as needed to respond to parent concerns.	Teacher provides information to parents frequently on both positive and negative aspects of student progress. Response to parent concerns is handled with great sensitivity.
Engagement of Families in the Instructional Program	Teacher makes no attempt to engage families in the instructional program.	Teacher makes modest attempts to engage families in the instructional program.	Teacher's efforts to engage families in the instructional program are frequent and innovative.	Teacher's efforts to engage families in the instructional program are frequent and innovative. Students contribute ideas for projects that will be enhanced by family participation.

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES

Component 4d: Contributing to the School and District

ELEMENT	Level of Performance			
	Below Basic	Basic	Proficient	Distinguished
Relationships with Colleagues	Teacher demonstrates an unwillingness to cooperate with colleagues.	Teacher maintains cordial relationships with colleagues to fulfill the duties that the school or district requires.	Support and cooperation characterize relationships with colleagues.	Support and cooperation characterize relationships with colleagues. Teacher takes initiative in assuming leadership among the faculty.
Service to the School	Teacher avoids participating in school events.	Teacher inconsistently participates in school events.	Teacher participates in two required school events.	Teacher participates in three or more school events/projects or assumes a leadership role at the school and/or district level.
Instructional Collaboration on Teaching and Learning	Teacher rarely or never collaborates with colleagues making no contribution to the improvement of the instructional program, department, team, or district efforts.	Teacher minimally collaborates with colleagues, making little contribution to the improvement of the instructional program via department, team, or district efforts.	Teacher routinely collaborates with colleagues, making significant contribution to the improvement of the instructional program via department, team, or district efforts.	Teacher takes leadership roles in creating and sustaining interdisciplinary collaboration toward the improvement of the instructional program and makes substantial contribution to the department, team, or district effort.

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES

*Component 4e: Growing and Developing Professionally

ELEMENT	Level of Performance			
	Below Basic	Basic	Proficient	Distinguished
Enhancement of Content Knowledge and Pedagogical Skill	Teacher does not participate in professional development activities to enhance knowledge or skill.	Teacher participates in professional activities to a limited extent.	Teacher participates at required level for professional development to enhance content knowledge and pedagogical skill.	Teacher <u>exceeds the required hours</u> and applies what is learned in the classroom.
Professional Growth to School Improvement	The professional growth plan is not aligned or does not indicate a refinement in practice.	The professional growth plan is aligned but minimally indicates a refinement in practice.	The professional growth plan is aligned with the school's improvement plan and directly addresses needs of students while fostering reflection and refinement of professional practice.	The professional growth plan is aligned with the school's improvement plan and directly addresses needs of students while fostering reflection and refinement of professional practice. In addition, the implementation of the plan's activities affects instruction.

NOTE: The final assessment of the professional growth plan is in conjunction with the teacher's completion of the approved plan and the submission of documentation or evidence to support the implementation of the plan. A teacher's failure to complete a plan will result in a below basic rating.

Under Enhancement of Content and Knowledge and Pedagogical skill, "participate in professional development activities" is assessed as follows:

- Teacher earns 0-29 hours of development is below basic
- Teacher earns 30-59 hours is basic.
- Teacher earns 60 – 74 hours with 6 hours in educational technology, 2 hours in parental involvement/strategies, and 2 hours in AR History for K-5 AR History teachers who offer instruction in AR History is proficient.
- Teacher earns 75 hours or more with 6 hours in educational technology, 2 hours in parental involvement/strategies, and 2 hours in AR History for teachers who offer instruction in AR History is distinguished.

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES

Component 4f: Showing Professionalism

ELEMENT	Level of Performance			
	Below Basic	Basic	Proficient	Distinguished
Service to Students	Teacher is not alert to students' needs.	Teacher's attempts to serve students are inconsistent.	Teacher is consistently active in serving students.	Teacher is highly proactive in serving students, seeking out resources when necessary.
Decision Making	Teacher makes decisions solely based on self-serving interests.	Teacher's decisions are based on limited though genuinely professional standards.	Teacher works collaboratively with colleagues in making decisions based on professional standards.	Teacher takes a leadership role in team or departmental decision-making and helps ensure that such decisions are based on the highest professional standards.

PROFESSIONAL

TEACHER



APPRAISAL

FORMS

Professional Teacher Appraisal System Forms

The Little Rock School District believes that teaching and learning are the most critical aspects of the teacher's responsibilities but while still holding that the professional responsibilities of the teacher are essential to the development of the school's culture, climate, programs, and in meeting necessary building and/or district goals. To ensure this goal, several forms have been developed for this process:

- Pre-Conference Documentation Form
- Classroom Observation Documentation Form
- Instruction and Reflection Profile
- Teacher Summative Appraisal
- Tenured Teacher Summative Appraisal Form (used for non-observation year)

The components on the LRSD Teacher Summative Appraisal Form with asterisk (*) (see pages 68-69) have been identified as critically important skills of a successful teacher's repertoire. Thus, if a teacher receives a below basic or basic marking in one of these critical components, the teacher will be expected to show improvement for continued employment in the Little Rock School District. The District expects for all teachers to be proficient in meeting the Core Teaching Standards. The summative appraisal form also offers an overall review of the teachers' ability to meet the district-established expectations that *all* teachers will have to achieve in offering a quality education to all children of the district.



PRE- POST CONFERENCE DOCUMENTATION FORM

(To be completed by the evaluator/observer)

Name _____ Subject _____ Grade Level _____

Observer _____ Observation Date _____ Delivery Date _____

Domain 1: Planning and Preparation

Domain 4: Professional Responsibilities

*Component 1a: Demonstrating Knowledge of Content and Pedagogy	Component 4a: Reflecting on Teaching
*Component 1b: Demonstrating Knowledge of Students	*Component 4b: Maintaining Accurate Records
*Component 1c: Selecting Instructional Goals	Component 4c: Communication with Families
Component 1d: Demonstrating Knowledge of Resources	Component 4d: Contributing to the School and District
*Component 1e: Designing Coherent Instruction	*Component 4e: Growing and Developing Professionally
*Component 1f: Assessing Student Learning	Component 4f: Showing Professionalism
Notes:	Notes:



CLASSROOM OBSERVATION
(To be completed by the observer)

FORMAL _____ INFORMAL _____ DROP-IN _____

TIME IN _____

TIME-OUT _____

Name _____ Subject _____ Grade Level _____

Observer _____ Observation Date _____ Delivery Date _____

Domain 2: Classroom Environment

Domain 3: Instruction

*Component 2a: Establishing a Culture for Learning	*Component 3a: Communicating Clearly and Accurately
*Component 2b: Managing Classroom Procedures	*Component 3b: Using Questioning and Discussion Techniques
*Component 2c: Managing Student Behavior	*Component 3c: Engaging Students in Learning
General Comments:	*Component 3d: Providing Feedback to Students
Notes:	*Component 3e: Utilizing Technology
	Notes:

Instruction and Reflection Profile



Teacher _____

Evaluator's Name _____ Title _____

Grade _____ School _____

Subject _____ Date of Evaluation ____/____/____ (if applicable)
Month Day Year

INSTRUCTION PLAN

To be completed by the teacher prior to the pre-conference and the observation.

REFLECTION

To be completed after the observation by the teacher in preparation for the post-observation conference. Only pages 66-67 will need to be photocopied for the evaluator for the post-conference.

1. LEARNING GOALS/OBJECTIVES-DOMAIN 1C

What are the goals for student learning for this lesson? That is, what do you intend students to learn? **1C**

Why have you chosen these goals? **1C**

To what extent did students learn what you intended? How do you know that?

2. STUDENT GROUPING-DOMAIN 1E

<p>How will you group students for instruction? 1E</p> <p>Why have you chosen this grouping, and how does it contribute to differentiation of instruction? 1E</p>	<p>How would you group students for similar instruction in the future? Why?</p>
--	---

3. METHODS-DOMAIN 1E

<p>What teaching method(s) will you use for this lesson? 1E</p> <p>Why have you chosen these methods and how do they contribute to differentiation of instruction? 1E</p>	<p>In what ways were your teaching methods effective? How do you know that?</p>
--	---

4. ACTIVITIES-DOMAIN 1E

<p>What activities have you planned and how do they contribute to differentiation of instruction? 1E</p> <p style="text-align: center;"><u>Activity</u></p> <p><u>Time Allocated</u></p>	<p>In what ways were your activities effective? How do you know that?</p> <p style="text-align: center;"><u>Activity</u></p> <p><u>Time Actually Used</u></p>
---	---

5. MATERIALS-DOMAIN 1E

<p>What instructional materials will you use, if any? 1E</p> <p>Why have you chosen these materials? How do they contribute to differentiation of instruction? 1E</p>	<p>In what ways were your materials effective?</p>
---	--

6. EVALUATION-DOMAIN 1F

How and when do you plan to evaluate student learning on the content of this lesson? 1F	Has anything that happened during this lesson influenced your evaluation plan? If so, how has it changed and why?
--	---

Why have you chosen this approach to evaluation or assessment? How does it contribute to differentiation of instruction? 1F	
--	--

Describe how you use data and/or assessment in your planning for instruction. What does the data show about your students' growth? Specifically, how did it affect the planning for this lesson? 1F	How
Provide several samples of student work on this assignment. This work should reflect the full range of student's ability in your class and include feedback you provide to students on their paper	

GENERAL REFLECTION BEFORE THE OBSERVATION-DOMAIN 1B

What demographic information have you obtained on your students of the class observed? What special characteristics exist among the students of the class being observed? **1B**

Approximately what PERCENTAGE of your class can be categorized as the following? Cite the source that supports your data. **1B**

- Above-average or advanced achievement level
- Average or proficient achievement level
- Below-average or below basic achievement level
- 100% Total

How does the content of this lesson build on what has been learned PREVIOUSLY and how does it relate to what students will be learning in the FUTURE? **DOMAIN 1A**

How will you adjust or monitor for possible students' misconception of the learning? **DOMAIN 1A**

What resources have you used in planning this lesson? Be specific and where possible, provide evidence to support the use of resources to plan the lesson. **DOMAIN 1A/1D**

GENERAL REFLECTION AFTER THE OBSERVATION TO BE SHARED PHYSICALLY WITH THE EVALUATOR.-DOMAIN 4A

Did you depart from anything you planned for in this lesson? If so, why? **4A**

If you were going to teach this class again to the same students, what would you do differently? What would you do the same? Why? **4A**

Based on what happened in this lesson, what do you plan to do next with this class? **4A**

Identify an individual or group of students who did well in this lesson. How do you account for this individual or group's performance? **4A**

Identify an individual or group of students who had difficulty in this lesson. What account for this individual or group's performance? How will you help this (these) student(s) achieve the learning goals? **4A**

Please add any other comments, reactions, or questions about the lesson.

To be signed at the conclusion of the post conference

Evaluator's Signature _____

Date _____

Teacher's Signature _____

Date _____

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LITTLE ROCK SCHOOL DISTRICT TEACHER SUMMATIVE APPRAISAL

PTAS

Teacher _____ School _____ Date _____

Mark One: _____ Mid-year _____ Summative
 Mark One: _____ Track I yr. 1 2 3 E _____ Track II _____ Track III

BB=Below Basic B=Basic P=Proficient D=Distinguished
 • denotes heavily weighted components

DOMAIN 1: PLANNING AND PREPARATION

Component	Level of Performance			
1a. Demonstrating Knowledge of Content and Pedagogy*				
1b. Demonstrating Knowledge of Students*				
1c. Selecting Instructional Goals*				
1d. Demonstrating Knowledge of Resources				
1e. Designing Coherent Instruction*				
1f. Assessing Student Learning*				

Strengths	Areas to Address
-----------	------------------

DOMAIN 2: THE CLASSROOM ENVIRONMENT

Component	Level of Performance			
	BB	B	P	D
2a. Establishing a Culture for Learning*				
2b. Managing Classroom Procedure*				
2c. Managing Student Behavior*				

Strengths	Areas to Address
-----------	------------------

DOMAIN 3: INSTRUCTION

Component	BB	B	P	D
3a. Communicating Clearly and Accurately*				
3b. Using Questioning and Discussion Techniques*				
3c. Engaging Students in Learning*				
3d. Providing Feedback to Students*				
3e. Utilizing Technology				

Strengths	Areas to Address
-----------	------------------

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES

Component	Level of Performance			
		B	P	D
4a. Reflecting on Teaching				
4b. Maintaining Accurate Records*				
4c. Communication with Families				
4d. Contributing to the School and District				
4e. Growing and Developing Professionally*				
4f. Showing Professionalism				

Strengths	Areas to Address
-----------	------------------

(If the teacher disagrees with any part of the appraisal or with a recommendation made by the principal, the teacher may elect to attach a written response to the appraisal instrument. Both documents shall then be placed in the teacher's personnel file).

Principal's Signature	Date	Teacher's Signature	Date
Signature indicates that the teacher has read and signed the report but does not necessarily indicate agreement with it.)			

Recommended for re-election _____ Yes _____ No (To be completed at the end of the school year.)

Recommended for Tenure _____ Recommended for extended year of probationary status in Year III _____



TENURED TEACHER SUMMATIVE APPRAISAL FORM

Name _____ School _____

Grade Level _____

Subject _____ Date _____ Observer Name _____

Domain 4: Professional Responsibilities

*Component 4b: Maintaining Accurate Records	Component 4c: Communication with Families
Component 4d: Contributing to the School and District	*Component 4e: Growing and Developing Professionally
*Component 4f: Showing Professionalism	Comments:
Progress on Professional Growth Plan	Comments:

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES

Level of Performance

Component		B	P	D
4b. Maintaining Accurate Records*				
4c. Communication with Families				
4d. Contributing to the School and District				
4e. Growing and Developing Professionally*				
4f. Showing Professionalism				

Teacher Recommended for Renewal _____ **Yes**

(If the teacher disagrees with any part of the appraisal or with a recommendation made by the principal, the teacher may elect to attach a written response to the appraisal instrument. Both documents shall then be placed in the teacher's personnel file. The signature indicates that the teacher has read and received the report but does not necessarily indicate agreement with it).

Principal's Signature

Date

Teacher's Signature

Date

Appendix I
Supply Money Laws-A.C.A. 6-21-303 (Act 1687)

A.C.A. § 6-21-303
Arkansas Code of 1987 Annotated Official Edition
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*** August 1, 2012. ***
Title 6 Education
Subtitle 2. Elementary And Secondary Education Generally
Chapter 21 School Property And Supplies
Subchapter 3 -- Acquisition of Commodities Generally
A.C.A. § 6-21-303 (2012)

6-21-303. Rules.

- (a) The board of directors of each school district shall prescribe the method of soliciting bids and may adopt other rules governing the procurement of commodities.
- (b) (1) (A) Each school district, according to its established reimbursement policy, shall provide to each prekindergarten through sixth grade teacher in each fiscal year for use by that teacher in his or her classroom or for class activities the greater of:
- (i) Twenty dollars (\$20.00) per student enrolled in the teacher's class for more than fifty percent (50%) of the school day at the end of the first three (3) months of the school year; or
- (ii) Five hundred dollars (\$500) for the teacher to apply toward the purchase of related commodities.
- (B) The teacher shall provide to the school district a receipt documenting any purchase.
- (2) The board of directors of each school district shall adopt reasonable procedures for teachers to draw from or be reimbursed from the discretionary fund pursuant to this subsection.
- (c) The Department of Education may grant a waiver of the requirements of subsection (b) of this section if a school district requests a waiver and the school district is in fiscal distress.

HISTORY: Acts 1983, No. 639, § 4; A.S.A. 1947, § 80-554; Acts 2001, No. 1687, § 1; 2003, No. 756, § 1; 2005, No. 1192, § 1; 2007, No. 1573, § 61.

A.C.A. 6-16-130

A.C.A. § 6-16-130
Arkansas Code of 1987 Annotated Official Edition
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Title 6 Education
Subtitle 2. Elementary And Secondary Education Generally
Chapter 16 Curriculum
Subchapter 1 -- General Provisions
A.C.A. § 6-16-130 (2012)

6-16-130. Visual art or music.

- (a) (1)** By no later than June 1, 2002, every public elementary school in the state shall provide instruction in visual art or music based on the state visual art and music frameworks for a period of not less than forty (40) minutes each calendar week of the school year.
- (2) (A)** Every student in grades one through six (1-6) shall be allowed to participate in the visual art or music class required in this subsection.
- (8)** Children with disabilities or other special needs shall be included in the visual art and music programs.
- (3)** Prior to June 1, 2005, the instruction required by this subsection may be provided by a volunteer or by a certified teacher.
- (4)** The Department of Education shall provide a stipend of not less than one hundred dollars (\$100) per class to each school for the purchase of necessary supplies or equipment for the classes required by this subsection.
- (b) (1)** By no later than June 1, 2005, every public elementary school in the state shall provide instruction for no less than forty (40) minutes in visual art and no less than forty (40) minutes in music based on the state visual art and music frameworks each calendar week of the school year or an equivalent amount of time in each school year.
- (2) (A)** Every student in grades one through six (1-6) shall participate in the visual art and music class required in this subsection.
- (8)** Children with disabilities or other special needs shall be included in the visual art and music programs.
- (3)** The instruction required by subdivision (b)(1) of this section shall be provided by a licensed teacher certified to teach art or music, as applicable.
- (4) (A)** The department shall provide a stipend of not less than one hundred dollars (\$100)

per class to each school for the purchase of necessary supplies or equipment for the
classes
required by this subsection.

(8) Subdivision (b)(4)(A) of this section shall be contingent on the appropriation and
availability of funding for that purpose.

Appendix J

LRSD Technology Plan-can be accessed here

http://www.lrsd.org/files/instech/lrsd_technology_plan_2009-2012.pdf

Appendix K

Edline Board Policy-IKA-R2

POSTING OF GRADES AND ATTENDANCE TO WEB-BASED REPORTING PROGRAM

The Board of Education promotes the use of technology to enhance communication, record keeping, information retrieval, student and personnel record acquisition, and to solve problems more analytically with meaningful and relevant data. The advent of Internet-based access to student records and assignments provides parents, students and teachers an easy access to student grades, assignments, attendance, and homework. The ability for parents and students to access academic progress, attendance, homework and assignments on a weekly basis provides the awareness to help make a difference in academic achievement prior to the grade posting for the interim report, nine weeks, semester and final grade.

One of the primary technology goals of the LRSD is to increase administrative efficiency and to promote communication. The web-based subscription service to Edline is the present program venue for the sole purpose of providing parents and students real time information pertaining to academic progress and attendance. All teachers, grades 3 – 12, are to participate in a minimum of three hours of professional development training provided by the LRSD to ensure successful implementation of the posting of grades and attendance on the web-based program on a weekly basis.

Teachers are directed to post grades and attendance to the web-based program on a weekly basis at all LRSD elementary, middle and high schools. Elementary teachers in grades 3 – 5 are to post one grade for reading, writing and mathematics. 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 need for frequent communication with parents and students regarding academic progress is extremely important in meeting academic improvement plans when a student is not performing at the level expected. The failure of a teacher to comply with the regulation of posting grades and attendance to the web-based program may result in progressive discipline. Principals will work with the instructional staff to ensure compliance with the web-based program regulation.

Revised: Oct. 25, 2012
Date: April 27, 2006

Appendix L
Library Media Policies and Law

1. The Public School Library Media Services and Technology Act

State of Arkansas
84th General Assembly
Regular Session, 2003

As Engrossed: H3/27/03 H4/2/03

A Bill

Act 1786 of 2003
HOUSE BILL 2791

By: Representative R. Smith

For An Act To Be Entitled

THE PUBLIC SCHOOL LIBRARY MEDIA SERVICES AND
TECHNOLOGY ACT; AND FOR OTHER PURPOSES.

Subtitle

THE PUBLIC SCHOOL LIBRARY MEDIA SERVICES
AND TECHNOLOGY ACT.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

SECTION 1. (a) It is the intent of the General Assembly to articulate the functions served by each of the components of a school library media services program.

(b) The General Assembly is committed to the development and improvement of strong library media programs in all schools.

(c) It is the intent of the General Assembly that library media specialists be given time to fulfill their responsibilities under this act.

SECTION 2. This act shall be known and may be cited as the "Public School Library Media and Technology Act".

SECTION 3. (a) A "Library media services programs" means a program of information and media services in schools delivered by a library media specialist whose job includes duties as:

(1) An information specialist whose primary job function is to:

(i) Provide resources available to patrons through a systematically developed collection within the school and through access to resources outside the school;

(ii) Provide assistance to patrons in identifying, locating, and interpreting information housed in and outside the library media center;

(iii) Provide learning opportunities related to new technologies, use, and production of a variety of media formats;

(iv) Provide instruction in the use of the library media center;

and

(B) Elementary class sessions for a library media specialist shall be limited as provided under subdivision (b)(1) of this section; and

(2) An instructional consultant whose primary job function is to:

(A) Participate in building district, department, and grade level curriculum development and assessment projects;

(B) Provide professional development in new and emerging technologies, use of appropriate technologies, incorporation of technology into the instructional program, and the laws and policies pertaining to the use and communication of ideas and information including copyright law; and

(C) Keep patrons informed of new acquisitions of software and hardware and instruct patrons in its optimal use.

(3) A teacher of information and technology skills whose primary job function is to:

(A) Provide assistance in the use of technology to access information and networks that will enhance access to resources;

(B) Develop and implement a plan that ensures skills are taught in a logical sequence for kindergarten through grade twelve (K-12);

(C) Provide expertise and instruction in the use of electronic retrieval systems, such as electronic card catalog and computer generated bibliographies; and

(D) Provide instruction in the use of the library media center.

(b)(1) No less than one-third (1/3) of the library media specialist's time shall be spent as an information specialist, allowing time for administrative tasks such as ordering of books and materials, processing items for usage, financial planning and accountability, organizing, directing, and evaluating the library media program and other management duties.

(2) Class size shall as set forth in the Standards of Accreditation for Arkansas Public Schools.

SECTION 4. (a)(1) Only trained and certified library media service program personnel shall be assigned to carry out duties of the library media specialist.

(2) Library media clerks may carry out clerical duties supervised by the library media

specialist.

(b) Duties may not be assigned outside *the library media* center for the library media specialist that interfere with *library media* center responsibilities.

(c) Equipment and personnel shall be available for the developmentally appropriate production of a wide range of media for students and faculty.

SECTION 5. (a) Media centers shall have written policies to establish guidelines for the selection, removal, and retention of materials.

(b) The school district will have a written policy for addressing challenged material.

SECTION 6. The school media collection should provide resources that contribute to lifelong learning, while accommodating a wide range of difference in instructional methods, interest, and capabilities.

/s/ R. Smith

APPROVED: 4/22/2003

2. American Library Association Position Statement on the Role of the School Library Media Program

Position Statement on the Role of the School Library Media Program

The school library media program is not only integral to and supportive of the school curriculum, but also provides a mechanism for choice and exploration beyond the prescribed course of study. The school library media program provides a wide range of resources and information that satisfy the educational needs and interests of students. Materials are selected to meet the wide range of students' individual learning styles. The school library media center is a place where students may explore more fully classroom subjects that interest them, expand their imagination, delve into areas of personal interest, and develop the ability to think clearly, critically, and creatively about the resources they have chosen to read, hear, or view.

The school library media center provides a setting where students develop skills they will need as adults to locate, analyze, evaluate, interpret, and communicate information and ideas in an information-rich world. Students are encouraged to realize their potential as informed citizens who think critically and solve problems, to observe rights and responsibilities relating to the generation and flow of information and ideas, and to appreciate the value of literature in an educated society.

The school library media program serves all of the students of the community--not only the children of the most powerful, the most vocal or even the majority, but all of the students who attend the school. The collection includes materials to meet the needs of all learners, including the gifted, as well as the reluctant readers, the mentally, physically, and emotionally impaired, and those from a diversity of backgrounds. The school library media program strives to maintain a diverse collection that represents various points of view on current and historical issues, as well as a wide variety of areas of interest to all students served. Though one parent or member of the school community may feel a particular title in the school library media center's collection is inappropriate, others will feel the title is not only appropriate but desirable.

The school library media center is the symbol to students of our most cherished freedom--the freedom to speak our minds and hear what others have to say. I urge that the decision of this board be one which reaffirms the importance and value of the freedom to read, view, and listen and sends a message to students that in America, they have the right to choose what they will read, view, or hear and are expected to develop the ability to think clearly, critically, and creatively about their choices; rather than allowing others to do this for them.

Adopted October, 1990

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3. American Library Association Position Statement on Flexible Scheduling

Position Statement on Flexible Scheduling

Schools must adopt the educational philosophy that the library media program is fully integrated into the educational program. This integration strengthens the teaching/learning process so that students can develop the vital skills necessary to locate, analyze, evaluate, interpret, and communicate information and ideas. When the library media program is fully integrated into the instructional program of the school, students, teachers, and library media specialists become partners in learning. The library program is an extension of the classroom. Information skills are taught and learned within the context of the classroom curriculum. The wide range of resources, technologies, and services needed to meet students learning and information needs are readily available in a cost-effective manner.

The integrated library media program philosophy requires that an open schedule must be maintained. Classes cannot be scheduled in the library media center to provide teacher release or preparation time. Students and teachers must be able to come to the center throughout the day to use information sources, to read for pleasure, and to meet and work with other students and teachers.

Planning between the library media specialist and the classroom teacher, which encourages both scheduled and informal visits, is the catalyst that makes this integrated library program work. The teacher brings to the planning process a knowledge of subject content and student needs. The library media specialist contributes a broad knowledge of resources and technology, an understanding of teaching methods, and a wide range of strategies that may be employed to help students learn information skills. Cooperative planning by the teacher and library media specialist integrates information skills and materials into the classroom curriculum and results in the development of assignments that encourage open inquiry.

The responsibility for flexibly scheduled library media programs must be shared by the entire school community.

THE BOARD OF EDUCATION endorses the philosophy that the library program is an integral part of the districts educational program and ensures that flexible scheduling for library media centers is maintained in all buildings and at all levels.

THE DISTRICT ADMINISTRATION supports this philosophy and monitors staff assignments to ensure appropriate staffing levels so that all teachers, including the library media specialists, can fulfill their professional responsibilities.

THE PRINCIPAL creates the appropriate climate within the school by advocating the benefits of flexible scheduling to the faculty, by monitoring scheduling, by ensuring appropriate staffing levels, and by providing joint planning time for classroom teachers and library media specialists.

THE TEACHER uses resource-based instruction and views the library media program as a integral part of that instruction.

THE LIBRARY MEDIA SPECIALIST is knowledgeable about curriculum and classroom activities, and works cooperatively with the classroom teacher to integrate information skills into the curriculum.

(6/91) AMERICAN LIBRARY ASSOCIATION

4. American Library Association Position Statement on Appropriate Staffing for School Library Media Centers

Position Statement on Appropriate Staffing for School Library Media Centers

The success of any school library media program, no matter how well designed, depends ultimately on the quality and number of the personnel responsible for the program. A well-educated and highly motivated professional staff, adequately supported by technical and clerical staff, is critical to the endeavor.

Although staffing patterns are developed to meet local needs, certain basic staffing requirements can be identified. Staffing patterns must reflect the following principles:

All students, teachers, and administrators in each school building at all grade levels must have access to a library media program provided by one or more certificated library media specialist working full-time in the school's library media center.

Both professional personnel and support staff are necessary for all library media programs at all grade levels. Each school must employ at least one full-time technical assistant or clerk for each library media specialist. Some programs, facilities, and levels of service will require more than one support staff member for each professional.

More than one library media professional is required in many schools. The specific number of additional professional staff is determined by the schools size, number of students and of teachers, facilities, specific library program. A reasonable ratio of professional staff to teacher and student populations is required in order to provide for the levels of service and library media program development described in INFORMATION POWER: GUIDELINES FOR SCHOOL LIBRARY MEDIA programs.

All school systems must employ a district library media director to provide leadership and direction to the overall library media program. The district director is a member of the administrative staff and serves on committees that determine the criteria and policies for the district's curriculum and instructional programs. The director communicates the goals and needs of both the school and district library media programs to the superintendent, board of education, other district-level personnel, and the community. In this advocacy role, the district library media director advances the concept of the school library media specialist as a partner with teachers and promotes a staffing level that allows the partnership to flourish.

(4/91)

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5. ADE Commissioner's Memo



Memo Number : ACC-04-012

Date Created : 09/22/2003

Attention: Superintendents Co-op Directors Secondary Principals Elementary Principals Middle School Principals other: Library Media Specialists	Type of Memo: Informational
	Response Required: No
	(Empty cell)

Section: Accountability - Dr. Charity Smith

Subject: Library Media Services & Technology Act	Contact Person: Margaret Amps
Regulatory Authority: Act 1786 of 2003	Phone Number: 501-682-4396
	E-mail: mcrank@arkedu.k12.ar.us

Act 1786 of 2003 describes the library media specialist's job to be divided into three important parts: information specialist, instructional consultant, and teacher of information and technology skills. The law outlines the duties under each of these areas.

Act 1786 requires that not less than one-third (1/3) of the elementary library media specialist's time be used for information specialist duties. In addition, a school must allow time for administrative tasks such as ordering of books and materials, processing items for usage, financial planning and accountability, organizing, directing and evaluating the library media program and other management duties. One-third (1/3) of the time is equal to two (2) hours based on the average required six (6) hours per day of instruction. This time must be in a block during the student instructional day. Time between classes and/or before or after school is not allowed to count toward fulfilling this requirement.

Library media specialists should be on duty in the library media center. Library media specialists should be in the library before and after school as well as during the lunch hour to

provide services to students and teachers as needed. Duties may not be assigned outside the library media center.

Act 1786 also requires that library media centers have a “Selection Policy” establishing guidelines for the selection, removal, and retention of materials and a “Challenged Material Policy” for addressing the process in the event of a challenge to materials in the school. It is important that the policies are approved by the local district school board.

Act 462 of 2003 provides that a school district shall provide a minimum of two hundred (200) minutes each week for each teacher to schedule time for conferences, instructional planning and preparation for all classroom teachers employed by the district. The planning time should be in increments of no less than forty (40) minutes. Please note that librarians are certified as classroom teachers and therefore the school should take this into consideration in determining compliance with Act 462 of 2003.

Attachments:

- [Act 1786 of 2003](#)

ADE

6. LRSD Board Policy IJ-R2

I. LIBRARY MEDIA CENTER MATERIALS SELECTION

A. Purpose

The purpose of these regulations is to establish guiding principles and procedures for the selection, retention, and/or removal of library media center materials.

B. Guiding Principles

The selection, retention, or removal of school library materials will be in accordance with the following:

1. The mission and goals of school library media programs developed by the Little Rock School District staff;
2. The principles of intellectual freedom described in the following:
 - The Freedom to Read (ALA/AAP); Students' Right to Read (NCTE); and Freedom to View (AFVA);
 - The Library Bill of Rights, adopted by the American Library Association (1948; amended 1961, 1967, 1980, 1996)
 - Access to Resources and Services in the School Library Media Program: An Interpretation of the Library Bill of Rights, adopted by the American Association of School Librarians (1986, amended 1990).
3. The following principles will guide the Board and staff in responding to challenges of instructional resources:
 - a. Any parent of a District student, employee, or other resident may raise an objection to an instructional resource used in a school's educational program, even though the professional staff selecting the resources are qualified to make the selection and adhered to the objectives and criteria for instructional resources established by the Board of Education.
 - b. A parent's ability to exercise control over reading, listening, or viewing matter extends only to his/her own children.
 - c. When instructional resources are challenged, the principles of the freedom to read, listen, and view must be defended as well.
 - d. Access to challenged material will not be restricted during the reconsideration process.
 - e. The major criterion for the final decision on challenged materials is the appropriateness of the material for its intended educational use. No challenged library material will be removed solely because of the ideas expressed therein.

Procedures

1. **Responsibility for Selection of Library Media Materials**
Selection of library media materials is the legal responsibility of the Board of Education and is delegated to the Superintendent or his/her designee(s).

2. **Criteria for Selection**
The primary criterion for selection is the appropriateness of the material to support, extend, and enrich the instructional program of the individual school. Other criteria include the following:
 - a. intellectual content: scope, range, and depth; arrangement and organization; relevance and recency of information; special features; artistic and literary quality; and overall value to the existing collection.
 - b. philosophy and goals of the school district: consistency with educational goals of the Little Rock School District and with the goals and objectives of the individual school and its curriculum.
 - c. characteristics of the potential user: appropriateness to age; social and emotional development; ability levels; learning styles; and varied needs, interests, and viewpoints of students from diverse cultures and socioeconomic levels.
 - d. balance within the collection: equitable proportion of materials selected to meet the needs of the curriculum, the students, and professional staff at all levels; adequate representation of many religious, ethnic, and cultural groups showing their contributions to our heritage.

3. **Selecting and Maintaining the Materials Collection**
The school library media specialist, working cooperatively with classroom teachers, administrators, and students, will be responsible for materials in the library collection at each school. In coordinating this process, the school library media specialist will:
 - a. Arrange, when possible, for first-hand examination of items to be requisitioned for the library media collection.
 - b. Analyze and compare reviews from a variety of reputable, unbiased, professionally prepared selection aids when first-hand examination of materials is not possible.
 - c. Judge gift items by established selection criteria and, upon acceptance of such items, reserve the right to incorporate into the collection only those items that meet these specified criteria.
 - d. Requisition duplicates of extensively used materials.
 - e. Requisition replacements for worn, damaged, or missing materials which are basic to the collection.
 - f. Withdraw from the collection the materials which are worn or obsolete (outdated in style, theme, and/or content).
 - g. Discard items which are worn, but complete, relevant, and appropriate, only when the collection includes other materials that provide adequate coverage in the field.

4. Informal Reconsideration of Materials

The school receiving a complaint about the appropriateness of an instructional resource will try to resolve the matter informally using the following procedure:

- a. The principal or other knowledgeable professional staff will explain the school's selection process, the criteria for selection, and the qualifications of the professional staff who selected the questioned material.
- b. The principal or other knowledgeable professional staff will explain the role the questioned material plays in the educational program, its intended educational usefulness, and any additional information regarding its use.
- c. If the questioner wishes to make a formal challenge, the principal will hand deliver or mail a copy of these regulations and a "Request for Reconsideration of School Library Media Materials" form to the concerned party.

5. Handling of Requests for Reconsideration of Materials

Objections to library media materials by an individual or group will be handled as follows:

- a. The complainant will be informed of the selection procedures and rights of parents regarding their child's reading/listening/viewing. (No commitments will be made, pending implementation of the formal process.)
- b. A "Request for Reconsideration of School Library Media Materials" form will be provided to the complainant.
- c. Upon receipt of the written and signed formal complaint form, the building principal will notify the Director of Technology and Media Services.
- d. A Review Committee will be appointed by the Superintendent or his/her designee. This Committee, to be chaired by the Director of Technology and Media Services, will consist of the following:
 - a district-level administrator from the Superintendent's executive staff;
 - the Director of Technology and Media Services
 - a building-level administrator
 - a classroom teacher from the subject area or grade level of the material in question
 - the library media specialist in the school from which the challenge originates
 - a parent with a child enrolled in the Little Rock School District (at the appropriate level of the item being challenged)
(continued)
 - a member of the District's Bi-Racial Committee, as appropriate
 - a student, as appropriate.
- e. Challenged materials at the school from which the challenge originated will be provided to the Review Committee pending completion of the reconsideration process. The Review Committee, within 30 days of receipt of the complaint, will:
 - Become familiar with the principles of intellectual freedom, the District's general philosophy, mission, and goal statements; and the policies/procedures relating to "Library Materials—Selection and Adoption";
 - Read, view, and/or listen to the challenged material in its entirety;
 - Check general acceptance of the material by reading professionally prepared reviews and consulting recommended sources;

- Determine the extent to which the item responds to the school curriculum and/or meets academic or personal needs of students or professional staff;
 - Weigh values and faults against each other and form opinions based on the material as a whole, and not on passages pulled out of context;
 - Discuss the material and prepare a written report representing majority and minority opinions and the Committee's overall recommendation for retaining or withdrawing the material under question with regards to District policies and guidelines. This report will be retained in a permanent file in the office of the Director of Technology and Media Services.
 - Inform the complainant of his/her right to appeal the Review Committee's decision to the Board of Education of the Little Rock School District.
- f. The challenged material will be retained or withdrawn, based on the Review Committee's decision; in case of appeal, the decision of the Board of Education will be implemented.

6. Review of Materials Selection Procedures

These Library Materials Selection Procedures will be reviewed periodically by a committee to be appointed by the Superintendent or his/her designee. Recommendations on proposed revisions will be forwarded to the Superintendent or his/her designee.

Date: October 21, 1999

Appendix M

Family and Medical Leave Act of 2003

Link to full website: <http://www.dol.gov/whd/regs/statutes/fmla.htm>

Family and Medical Leave Act

Overview

The FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:

Twelve workweeks of leave in a 12-month period for:

- the birth of a child and to care for the newborn child within one year of birth;
- the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
- to care for the employee's spouse, child, or parent who has a serious health condition;
- a serious health condition that makes the employee unable to perform the essential functions of his or her job;
- any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" **or**

Twenty-six workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).