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# **NEGOTIATIONS AGREEMENT**

## **9.1---PROFESSIONAL STAFF MEMBERSHIP IN PROFESSIONAL AND UNION ORGANIZATIONS**

### **Staff Involvement in Decision Making**

It shall be the policy of the board to encourage employee participation in decision-making for the school district. The superintendent is authorized to establish other committees as necessary to recommend policies and rules for the proper functioning of the district's schools.

All professional personnel shall be encouraged to assist in the formulation of recommended personnel policies for the district through their representatives on the JFAST Committee. Recommendations of other committees which relate to the overall school program shall be submitted, after affirmative vote, to the superintendent for board action. [Revised 1993]

In the development of rules, regulations, and arrangements for the operation of the school system, the superintendent shall include at the planning stage whenever feasible, those employees who will be affected by such provision. The superintendent shall weigh with care the counsel given by employees, especially that given by groups designated to represent large segments of the staff, and shall inform the board of all such counsel in presenting reports of administrative action and in presenting recommendations for board action.

### **Benefits to Organizations**

Organizations shall be notified of all school board meetings, including called meetings, at the same time as the press and board members are notified, and in the same manner

## **9.2---NEGOTIATIONS GOALS – PRINCIPLES GUIDING NEGOTIATING PROCEDURES**

All policies, plans, and regulations, as well as the work of every employee of the School District, are directed toward the main goal of the system — the education of the individual child.

### **Principles to be Followed in Professional Negotiating Procedures**

1. Attainment of the objectives of the educational program conducted in the schools of the District requires mutual understanding, cooperation, and good faith among the Board of Education, the Superintendent of Schools and administrative staff, the professional personnel, the service personnel, and other citizens of the community. To this end, free and open exchange of views is desirable, proper, and necessary.
2. It is recognized that the success of the educational program conducted in the public schools of the District depends upon the willing services of well-qualified personnel who are reasonably well satisfied with the conditions under which their services are rendered. It is further recognized that personnel have the right to join, or to refrain from joining, any organization for their professional or economic improvement, and for the advancement of public education, but that membership in any organization shall not be required as a condition of employment in the schools of the District.
3. While members of the administrative staff, including but not limited to the Assistant Superintendents, directors, managers, supervisors, principals, and assistant principals, may organize or join in professional associations, such employees are not eligible for inclusion in a negotiating unit recognized by the Board of Education pursuant to this policy. Matters pertaining to salaries, terms and conditions of employment, and processing of alleged grievances will be determined by the Board of Education as policy after an opportunity for consultation with the administrative staff.

### **9.3---NEGOTIATIONS LEGAL STATUS**

The Board negotiates salary and other terms and conditions of employment with recognized employee negotiating units, under requirements and subject to limitations set forth in state law.

This legislation allows the Board of Education to:

- Recognize and negotiate with teacher groups.
- Enter into written agreement with these groups.
- Negotiate written policies setting forth grievance procedures.

Basic to all employer-employee negotiations is the concept of "bargaining in good faith."

It is the legal responsibility of both the Board and employee organizations to bargain in good faith as they conduct negotiations.

Legal References: A.C.A. 6-17-202

## 9.4---NEGOTIATIONS LEGAL TERMS

- "**licensed teacher**" shall be defined as any person, exclusive of the superintendent or assistant superintendent, employed in Jonesboro school district who is required to hold a teaching certificate from the department of education as a condition of employment.
- "**classified staff**" shall be defined to include any person employed by Jonesboro school district under a written annual contract who is not required to have a teaching certificate issued by the department of education as a condition of employment..
- The term **Board** will mean the Board of Education of Jonesboro Public Schools, Craighead County, Arkansas.
- The term **Association** will mean the Jonesboro faculty and staff Association (JFast). Wherever the term Association is used, it is understood that the President of the Association, or certified designee, acts for the association. The parties recognize that the association is an unincorporated association of certified teachers and non-certified staff which is controlled, influenced, and governed locally and is not affiliated with any other organization. The parties acknowledge that this agreement is not assignable or transferable to any other organization and shall be terminated and void should the character or control of the association change to anything other than as described herein.
- The term **District** will mean Jonesboro Public Schools, Craighead County, Arkansas.
- The term **School Year** will mean the period of time from the opening of the schools of the district in the fall, usually in August, through the closing of schools in the spring, usually in June, as shown in the officially adopted school calendar, except where the term **School** year is otherwise defined in any Agreement.
- The term **Party** or **Parties** will mean the district, or its representatives acting in its behalf and the Association, or its representatives acting in its behalf.
- The term **Principal** will mean any building administrator or the administrator of any work location or functional division in the school district.
- The term **School Day** will mean the continuous period of time each day a teacher is assigned teaching or other contract duty times.
- The term **Superintendent** will mean the superintendent of schools of the district.
- The term **Day** will mean a calendar day unless otherwise identified.
- The term **Negotiating Unit** will mean all full-time employees of the district who are certified as teachers by a certifying agency for the State of Arkansas, but may include classified (non-certified) staff.

## **9.5---SCOPE OF NEGOTIATIONS**

The Board, as the duly constituted representative of the people and as the agent of the State, is legally responsible for the conduct of public education in this District. The legal responsibilities of the Board include, but are not limited to:

1. All matters relating to the management of the schools and its administration
2. The employment and direction of staff
3. The determination of the District program of instruction
4. The safety and education of all pupils of the District
5. The determination of standards and qualifications
6. The determination of the goals and policies of the District
7. The determination, implementation, and continuation of the District's functions, especially in an emergency

Any agreements reached through this process shall not impair any of the Board's legal responsibilities which may be constitutional, common-law, statutory or traditional duties or responsibilities of the Board to organize or manage its structure, perform its functions or operations or determine its policy. These sole and exclusive duties shall not be abridged. Accordingly, if any provision of an agreement reached through the negotiations process or any application of such an agreement shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law.

The Board desires, however, to establish procedures which will involve representatives of teacher/staff groups in the decision-making process in those areas which are of direct concern to the employees of such groups. Therefore, it is the policy of this Board that it shall meet with representatives of that employee organization which it has determined is representing the majority of Teachers/classified staff in the District and shall negotiate for the purpose of reaching agreements which are consistent with law.

Arkansas law limits negotiations to personnel policies, salaries, and educational matters of mutual concern.

## **9.6---BOARD NEGOTIATING**

Prior to the time set for entering into the process of negotiations, the Board and the negotiating unit shall each appoint a negotiating team which shall conduct negotiations.

The negotiating team for the Board may be selected by the Superintendent from the administrative staff of the school system and such others as the Superintendent deems appropriate and shall be responsible to the Board of Education and the Superintendent. Either party may, if it so desires, use the services of outside consultants and may call upon proper representatives to participate in negotiations.

The duties of the Board's chief negotiator shall be as follows:

1. The chief negotiator shall report to the superintendent and shall work in consultation with the superintendent of schools.
2. As chair of the Board's negotiations team, the chief negotiator shall assume leadership responsibility in developing positions, representing the Board in the negotiation process, and in preparing agreements with employees.
3. Detailed duties:
  - a. Solicits parameters and guidelines from the Board as basis for the modification of agreements with negotiating units.
  - b. Discusses with administrators requirements of the District and long-range objectives that need to influence the development of District proposals and positions.
  - c. Initiates and schedules meetings with negotiating units for exchange of proposals and counterproposals.
  - d. Serves as chair of the Board team in negotiations meetings.
  - e. Prepares and modifies, as needed, counterproposals and positions and discusses with Board members and administrators as their time permits.
  - f. Advises Superintendent and Board of Education on financial implications of various proposals.
  - g. Assembles comparative data from other districts as requested concerning issues in negotiations.
  - h. Prepares media releases and/or discusses negotiations status as needed with news media.
  - i. Develops data and position statements as needed for a mediator or fact-finder.
  - j. Discusses contents and implications of agreements with administrators as requested.
  - k. Participates in the handling of grievances as requested.



## **9.7---SUPERINTENDENT'S ROLE IN NEGOTIATIONS**

The Superintendent is entitled to be present at all negotiations meetings of employee units and the Board.

Out of knowledge of the school system and practices elsewhere, the Superintendent is expected to provide information and counsel to the Board; in matters of bargaining, he/she will work in the best interests of the school system as a whole.

The Superintendent is to advise the Board in accordance with his/her best professional judgment.

The Superintendent will be kept fully and currently informed concerning the status of all negotiations and he or she will, in turn, keep the Board properly informed.

## **9.8---RIGHTS AND RESPONSIBILITIES OF EMPLOYEE NEGOTIATING ORGANIZATIONS**

The purpose of this policy is to establish reasonable regulations pursuant to state law on the right of access by employee organizations to areas in which employees work and on this right to use institutional bulletin boards, mailboxes, and other means of communication, as well as to establish guidelines relating to solicitation and distribution on behalf of employee organizations and for visitation and contact rights by employee organization representatives.

This policy grants employee organizations the right to contact employees, to use school bulletin boards and mailboxes, to distribute materials, and to use school facilities for the purpose of holding meetings. Such rights are regulated herein only to the extent that:

- the uninterrupted accomplishment of the educational missions of the school district is ensured;
- there is no interference with official use of school district facilities for school-related communications;
- there is no undue interference with individual employees who are performing their regularly assigned duties; and
- it may be ascertained whether employee organization use of communications facilities has contravened public policy.

THE BOARD PROHIBITS activity which advocates a strike or advocates employee participation in any form of slowdown or activity which constitutes the concerted withholding of services

Any solicitation activity which materially and substantially interferes with the performance by employees of their regularly assigned duties, or materially and substantially disrupts the orderly and efficient operations of the district, is prohibited.

Wherever used in this policy, "work time" will be defined for certificated employees as time where employees are assigned to specific duties involving the instruction, supervision, counseling, advising of pupils, or extra-duty assignments, or specific collateral duties relating thereto.

Whenever used in this policy, "work time" will be defined for classified employees as time in which employees are assigned to perform regular work duties as prescribed by the Board of Education.

### **Mailboxes and Bulletin Boards**

Employee organizations will have reasonable access to mailboxes and bulletin boards located within the district, including these at each school location.

A copy of each written notice, bulletin, or other form of literature deposited in mailboxes or posted on bulletin boards by an employee organization or its representatives will be supplied to the Superintendent or his/her designee in advance, if possible, but in no event later than simultaneously with its distribution. The purpose of such submittal is solely in order that the district may ascertain whether the prohibition contained later in this policy against the avocation of illegal activity may have been contravened.

The district will not restrain or prevent the distribution of any employee organization material based on its content, except that No literature which advocates the participation by district employees in any illegal activity, including participation in a strike, slowdown, or other concerted withholding of services, may be distributed. Literature which is intended for distribution on one campus or less or which is sealed and addressed to an individual employee will be excluded from the submittal requirement.

### **Use of District Facilities for Meetings**

Meetings of employee organizations may be held during non-work time.

Employee organizations will make arrangements for use of buildings, auditoriums, and meeting rooms in accordance with applicable district administrative regulations.

Advance request for use of district facilities must be made in accordance with established district procedure whenever an employee organization wishes to schedule a district facility to conduct organization meetings and related activities.

### **Distribution of Non-Posted Materials**

Employee organizations may distribute, or leave for pick up, organization literature at school locations provided they do not interfere with district business. No one will be allowed to distribute handouts in a manner which materially and substantially interferes with the performance by employees of their regularly assigned duties or materially and substantially disrupts the orderly and efficient operations of the district. Distribution of literature will be made during the non-work time of any district employee making the distribution and any district employees receiving the literature. For purposes this paragraph, "work areas" will be defined as any school district location where employees regularly perform their assigned duties. This definition does not include coffee rooms, faculty rooms, mailboxes or other site locations designated by chief site administrators for the distribution of literature.

### **Employee Organization Visitation and Contact Procedures**

Employee organizations will be permitted reasonable access to employees for the purpose of exercising the rights guaranteed by state law. Such access will not interfere with the educational mission of the school district operations and will be subject to the following rules:

- Employee organizations will provide the district with the names of their staff employees who are authorized to discuss organizational matters with district employees.
- Employee organizations will submit a statement that all authorized employee representatives are aware of and agree to comply with this policy.
- Authorized representatives of employee organizations will notify the office of the chief site administrator in advance of every visit whenever practical to do so and will notify the office of the chief site administrator of their arrival at the site. In addition, the organization official must provide, upon request, evidence that s/he is a duly accredited representative of the employee organization.

## **Evidence for District Information**

All requests for district information or documents necessary to the activities of employee organizations under these regulations will be directed to the Superintendent or his/her designated representatives. Only requests from organizations which are composed of employees of the school district will be honored, unless authority for dissemination to other organizations is granted by the district governing Board.

## **9.9---PROFESSIONAL NEGOTIATION**

### **SECTION 1. Recognition**

- A. Jonesboro Special School District No. 1 of Craighead County, Arkansas, hereafter referred to as Jonesboro School District, recognizes the Jonesboro Faculty and Staff Association, hereinafter referred to as the Association, as the exclusive representative of certified teachers and non-certified staff employed by the Jonesboro School District, hereinafter referred to as the District, for the purposes of negotiating personnel policies, salaries, and educational matters of mutual concern. The recognition is based upon a majority membership of eligible personnel and is subject to the conditions set forth in this agreement.
- B. Jonesboro School District recognizes the Association as the exclusive representative of certified teachers and non-certified staff employed by the Jonesboro School district so long as, but only so long as, the Association maintains membership of a majority of the certified teachers and non-certified staff employed by the Jonesboro School District.
- C. New certified teachers and non-certified staff positions created during the term of this agreement shall be incorporated into this agreement as defined.
- D. Membership in the Association shall be determined by the records of the Business Office of Jonesboro School District of paid members based upon payroll deduction information or copies of paid checks or receipts supplied by the Association to the Business Office. If the percentage of such paid members is greater than 50% of the total employees, then a majority membership exists. If the membership falls below a majority for certified teachers, then the agreement shall be considered terminated with regard to certified teachers and classified staff and Jonesboro School District shall take such steps as are necessary under Arkansas law for the establishment of a personnel policies committee or other appropriate action. If the membership falls below the majority for classified staff, then the agreement shall be considered terminated with regard to classified staff.
- E. "Licensed Teacher" shall be defined as any person, exclusive of the superintendent or assistant superintendent, employed in Jonesboro School District who is required to hold a teaching certificate from the Department of Education as a condition of employment.
- G. "Classified Staff" shall be defined to include any person employed by Jonesboro School District under a written annual contract who is not required to have a teaching certificate issued by the Department of Education as a condition of employment.
- H. The parties recognize that the Association is an unincorporated association of certified teachers and non-certified staff which is controlled, influenced and governed locally and is not affiliated with any other organization. The parties acknowledge that this agreement is not assignable or transferable to any other organization and shall be terminated and void should the character or control of the Association change to anything other than as described herein.

### **SECTION 2. Management Rights**

A. The Association recognizes the Board of Education of Jonesboro School district the elected representatives of the people of the District and as such being the final authority in all matters pertaining to the operations of the District.

B. The Association recognizes that the Board of Education reserves unto itself all rights not specifically articulated in this agreement.

### SECTION 3. Individual Contract

A. Any individual contract between Jonesboro School District and any certified teacher and non-certified staff shall be subject to and consistent with the terms and conditions of this Agreement, Jonesboro School district policy and Arkansas law.

B. This Professional Negotiation Agreement will continue in force for one year from July 1, 2001 to June 30, 2002. The agreement shall be renewed from year to year so long as majority membership is maintained, provided, however, the agreement may be amended as provided herein. Salaries will be negotiated annually and not less than 30 days prior to the issuance of the current yearly contract. Other items affecting services of the teaching staff will be reviewed and renegotiated as deemed necessary.

### SECTION 4. Modification of Contract

A. This agreement shall not be modified in whole or in part except in writing.

B. Changes in any part of this agreement may be negotiated without voiding the agreement.

C. Negotiations shall commence on the second Wednesday in February or as mutually agreed to by the parties.

D. If after fifteen (15) working days no agreement is reached, the matter will be presented for resolution as hereinafter set forth.

E. All agreements shall be reduced in writing, signed by both parties, and made part of the contract.

### SECTION 5. Printing of Contracts

A. Negotiated policies shall be printed at the expense of the District within sixty (60) days after the total agreement is adopted by the School Board.

B. The format and the structure of the printed agreement shall be determined jointly by the teams before ratification.

C. The final draft shall be proofed by both teams before the final printing.

D. Copies of the agreement shall be given to all certified teachers and non-certified staff within ten (10) days following printing.

E. Copies of the current agreement shall be given to new licensed teachers and classified staff upon employment.

## SECTION 6. Ratification

### A. Presentation of Negotiated Items

When the Negotiation Committee finishes negotiations, the agreed upon items shall be put into written form and submitted for approval to the membership of the Association and to the Board of Education. Items upon which the Committee failed to reach agreement will be presented to a joint panel composed of the spokespersons of the two teams and the President of the Board of Education. If the joint panel reaches a unanimous agreement, then the agreed upon items shall be submitted as set forth below.

### B. Ratification and Implementation of Agreed Upon Items.

All negotiated items upon which tentative agreement was reached, after having been approved by the membership of the Association and by the Board, shall be signed by the respective presidents, and shall be entered into the official minutes of the Board. These items will be in full force and effect immediately after such action is taken unless other times are indicated by individual items.

### C. Procedure for Items Upon Which Agreement Was Not Reached (If Any)

Recommendations on items not agreed upon, including any dissenting opinions, will be made by the joint panel outlined in Section 6, point A, to the Board at a special meeting to be called within two weeks after the original Negotiation Committee report was presented to the Board. The Board will act as an impartial but knowledgeable third party in making its final decision. The Board decision on these items will be final and in full force and effect immediately after such action is taken unless other times are indicated by individual items.

## SECTION 7. Exchange of Information

The Superintendent agrees to furnish the Association team, upon reasonable request, such information as will assist them in developing intelligent, feasible, and constructive proposals on behalf of certified teachers, non-certified staff, students, and the school system.

The Association agrees to furnish the Superintendent, upon reasonable request, research information and dates that will assist in the development of sound educational programs.

## SECTION 8. No Reprisal Clause

Jonesboro School District agrees that no reprisal shall be taken against any licensed teacher and classified staff member for any reason concerning the licensed teacher's and classified staff member's membership in or activities on behalf of the Association. This includes, but is not limited to participation in negotiation, filing a grievance, making a presentation before the Board or Superintendent or any other administrator.

## SECTION 9. Conversion and Contract Security

A. If in the event Jonesboro School District merges, ceases to exist as an individual entity, or takes over any other local education agency, the contract shall remain in full force and effect subject to the terms and conditions set forth herein.

B. Should the need for a successor agreement arise, the parties agree to negotiate in good faith for same.

## SECTION 10. Ground Rules

A Upon mutual consent negotiations shall commence within fifteen (15) working days after written request of either party.

B. Negotiations shall be conducted by representatives appointed by the Association and the Superintendent. The Superintendent shall be represented by an Assistant Superintendent appointed by the Superintendent. Additionally the Superintendent shall appoint an elementary principal and a secondary principal to assist the Assistant Superintendent. The Association shall be represented by one (1) high school representative, one (1) junior high school representative, one (1) elementary school representative, and one (1) classified employee. Both sides shall choose their own teams and designate a spokesperson for each team. Team members shall be identified at the initial negotiations session. The spokesperson for the Superintendent's team shall be the Assistant Superintendent on the team.

C. Both sides agree to provide, in response to reasonable request, information necessary to expedite the negotiations process.

D. Withdrawn items shall not be presented to the Board by either negotiation team.

E. Table Ground Rules may be negotiated by either party, however, these shall be a minimum set established by the parties.

1. Both teams shall negotiate in good faith.

2. Both teams are vested with full authority to make, agree to, and sign tentative agreements. When both sides reach an agreement, the chairperson for each team shall sign and date the agreement.

3. Unless regulated by state law the teams agree to meet in closed sessions. However, either side may ask individuals with expertise in an area being discussed to attend for the purpose of supplying information or answering questions.

4. The responsibility for the meeting place shall alternate between the Association and the Administration facilities, unless other arrangements are mutually agreed.

5. All proposals and counter proposals must be submitted in writing, appropriately dated, numbered, and identified as to which team is making the proposal. Only those proposals currently on the table are



proper areas for discussion. Any previous proposals are automatically considered withdrawn. Any proposal may be specifically withdrawn by the proposing party.

6. If not already established, then in the conclusion of each negotiation session, a time and date for the next session shall be determined along with the items to be discussed.

7. At the first negotiation session the teams shall exchange their initial packages or shall disclose the policies and/or actions they wish to place on the table. If the sides agree, they may exchange lists of items. Each party is still expected to present its written package at the negotiation session.

8. Minutes of negotiation sessions shall be kept by a person agreed upon by both teams and shall be forwarded to Board Members.

9. These ground rules may be amended or supplemented at any time by mutual agreement.

#### SECTION 11. Impasse Resolution Procedure

A. If no agreement is reached between the parties, and none is produced by the joint panel, then either party may request that impasse items be submitted to the Board of Education at a regular or special called meeting

B. The Board of Education, no later than its next regular meeting or special called meeting, shall hear the presentation of the impasse items at which time the Board of Education shall render its decision on the impasse items. It shall require a majority of the Board of Education to decide the impasse items. The President of the Board shall not vote except in the event of a tie.

#### SECTION 12. Association Rights

A. The Board of Education recognizes the Association as the exclusive representative of all certified teachers and non-certified staff employed by the District contingent upon a majority of membership maintained by eligible personnel.

B. The Board of Education recognizes the right and need of the Association to retain counsel at Association expense for guidance and aid in the affairs of the Association.

C. The Board of Education agrees to provide such material as is reasonable and necessary, including copies of the Agreement, Board Policies, Agendas, School Board Minutes, and other materials as they apply, to keep the Association president informed concerning the affairs that relate to the Association.

#### D. Association Meetings

1. The third Wednesday of each month shall be designated an Association meeting day. Jonesboro School District and its local schools shall not schedule meetings or activities for which attendance is required. Arkansas Activities Association sanctioned activities are excluded as are usual and customary educational activities of Jonesboro School District.

2. The Superintendent and the Association President shall meet monthly during the school year and at other times they deem appropriate.

E. Association Visitation

Members of the Association or Association Representatives shall have the right to circulate and collect materials, seek signatures on documents related to Association business and handle any other Association business in District buildings at any time as long as it does not interfere with normal school operations.

F. School Board Communications

1. Two copies of the complete school board agenda book and accompanying documents shall be mailed to the Association at the same time they are available to Board Members.

2. One copy of the complete school board agenda book shall be sent to the building level Association representatives prior to regular school board meetings to be made accessible to all teachers.

G. Use of Facilities

The Association is entitled to use school buildings during regular custodial hours without charge.

H. The licensed teachers and classified staff of the District shall have access to school mailboxes, courier service, and school equipment.

SECTION 13. Cost

Cost and expense incurred in securing and utilizing the services of a consultant are the responsibility of the party engaging this service.

SECTION 14. Saving Clause

A. Should any article, section or clause of the Agreement be declared illegal by a court of competent jurisdiction, or otherwise found not to be in compliance with public law, then that article, section or clause shall be deleted from the agreement to the extent that it violates the law.

B. The remaining articles, sections and clauses of the Agreement shall remain in full force and effect.

C. The parties agree that state and federal statutes and court orders are incorporated into the agreement to include, but not be limited to, Arkansas Teacher Fair Dismissal Act for certified teachers and Arkansas Fair Hearing Act for classified staff.

D. The impact of any state or federal statute or court order as it relates to this Agreement shall be subject to a negotiated modification of this Agreement as indicated in Section 4.

Formal negotiations meetings between the parties shall be conducted in open or closed sessions, as agreed upon between the parties. During negotiations, unilateral communications by the Board to organization members or by the organization to the Board or its individual members on matters concerning or pertaining to current negotiation are prohibited. This does not preclude the Superintendent or other administrators from communicating with District employees — or vice versa — on matters relating to the normal conduct of District affairs.

The procedures set forth in this policy do not preclude additional negotiations whenever the Board and the ASSOCIATION agree that such negotiations are necessary.

## **9.10---PRELIMINARY DISPOSITION/ANNOUNCEMENT OF FINAL NEGOTIATED AGREEMENT**

Tentative agreements reached as a result of negotiations shall be reduced to writing and presented to the organization for ratification. The organization shall have 30 days from the date that the tentative agreement has been presented in which to file a written reply. Absence of a written reply within this allowed time shall constitute ratification.

When final agreement is reached, the negotiated agreement will be reduced in writing and, when approved by the Association and the Board and signed by the parties, will become a part of the official minutes of the Board.

The terms and conditions of the agreement will become a part of the School Board policies and will represent the full and complete understanding and contract concerning the terms and conditions of employment between the parties.

The Board will make public a summary of the final agreement it approves.

In the adoption of this policy, the Board hereby declares that nothing contained herein is intended to be constructed as to delegate or limit the powers, duties, discretions, and responsibilities of a board of education as prescribed by the constitution and laws of the State of Arkansas. If any provision of this policy — or any application of this policy — shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law.

Nothing contained herein shall be construed to deny or restrict to any employee rights he/she may have under the laws and constitutions of the State of Arkansas and the United States.

## **9.11---NEGOTIATED AGREEMENT IMPLEMENTATION**

### **Requests for Information**

All negotiating unit inquiries, petitions for specific information, and requests for administrative decisions relative to any aspect of district wide operations, particularly contractual, financial, and personnel matters, will be made by the respective association president, in writing, directly to the Superintendent of schools.

No administrative commitment or decisions having district wide implications will be made by any administrator or supervisor until discussed with and approved by the Superintendent.

The purpose of this agreement is to avoid any misunderstandings between the district and the association. Also, this procedure is intended to help maintain accurate and open lines of communication among the administrators and between the district and the association.

## **9.12-EMPLOYEE JOB ACTIONS**

It is the Board's intent that the educational and/or supportive programs of this district function without interruption. For this reason the district shall take whatever recourse necessary and consistent with law to ensure that its employees fulfill their employment obligations and responsibilities.

Employees who conduct themselves in a manner which is disruptive to the educational and/or supportive programs of the district, and/or violate the provisions of their employment with the district, subject themselves to appropriate disciplinary action.

It is the responsibility of every administrator to ensure that employee obligations and responsibilities are fulfilled.