

**AGREEMENT BETWEEN THE JEFFERSON FEDERATION OF TEACHERS  
AND THE JEFFERSON PARISH SCHOOL BOARD  
OCTOBER 7, 2009 – JUNE 30, 2012**

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ARTICLE 1  
PREAMBLE

The parties hereto mutually recognize and declare that they share the common goal of providing a comprehensive, efficient and effective system of public education in Jefferson Parish. Both parties acknowledge that this Preamble is a general statement of mutual purpose and further agree that any alleged violation of this article shall not be the sole basis of a grievance, and shall not be subject to arbitration.

ARTICLE 2  
RECOGNITION

A. This collective bargaining agreement (hereinafter referred to as "Agreement") is entered into by and between the Jefferson Parish School Board (hereinafter referred to as the "Board") and the Jefferson Federation of Teachers, Local 1559, AFT/LFT/AFL-CIO (hereinafter known as the "Federation") for the purposes of bargaining collectively for the following categories of full-time personnel whether under contract or on leave:

1. **General** Classroom Teachers
2. Adult Education Teachers
3. Special Education Teachers
4. Vocational Coordinators
5. Counselors
6. Librarians
7. Social Counselors
8. Career Education Counselors
9. School Based Resource Teachers
10. Speech Therapists
11. Social Workers
12. Educational Diagnosticians
13. School Psychologists
14. Nurses

In the event there is a position title change of any job class in the bargaining unit, said position shall remain part of the bargaining unit.

If a full-time tenured teacher shall be permitted to continue employment on a part-time basis, such teacher shall be covered by the provisions of this Agreement, provided all benefits hereunder shall be pro-rata.

Should a job classification be established or if a position in the bargaining unit is reclassified, and such newly established classification or reclassification does not require the recommending of the hiring, firing, disciplining and/or evaluating of members of the bargaining unit, the members of such job classification shall be

part of the bargaining unit, provided this paragraph shall apply only to work performed by certified teachers whose functions are substantially similar to the functions of persons already in the bargaining unit.

- B. The Board agrees that during the term of this Agreement it will not recognize any other organization as a bargaining agent for teachers nor extend to any other organization representing teachers any of the rights extended within this Agreement to the Federation.
- C. The Board shall within a reasonable time, not to exceed ten (10) working days, furnish to the Federation upon the written request of the Federation President, or designee, a copy of all public information necessary for the proper administration of the terms of this Agreement or for the negotiation of a successor agreement, provided the Federation shall concurrently remit to the Board the reasonable cost of reproducing the same (unless such has already been reproduced and adequate copies are available to the Board), and provided further nothing herein shall be construed as requiring the Board to do research, or to assemble or compile data not already available.

### ARTICLE 3 DURATION OF AGREEMENT

This Agreement shall be effective on the date of its execution and shall continue in effect through 11:59 p.m. on **June 30, 2012**.

**No later than May 1, 2011, both parties agree that salary and benefits, as well as working conditions that are of mutual concern, shall be open for negotiations for the 2011-12 school year.**

### ARTICLE 4 DEFINITIONS

- A. The term "teacher" shall include all members of the bargaining unit as described in Article 2.
- B. The term "principal" shall mean the school based administrators.
- C. 1. "Seniority" means the total period of continuous uninterrupted service in a teaching or administrative position in the Jefferson Parish Public School System. Part-time teachers working fifty percent (50%) or more of a school day shall accrue seniority at the rate of one-half (1/2) year for each full year of continuous uninterrupted part-time service. If such service shall be equal, the person with the greater base salary shall have priority. If those are equal, seniority shall be determined by random selection by

the **Assistant Superintendent of Human Resources**, or designee. Any period of time during which a teacher is laid-off or is on leave of absence without pay shall not be included in computing length of service. Seniority shall be inapplicable when it interferes with court mandated racial balances, or court mandated personnel assignments.

2. a. For the purpose of defining seniority, a teacher's continuous service record shall be broken only by voluntary resignation, discharge (other than lay-off if return to employment is effected during the recall period), or retirement, unless participating in the Deferred Retirement Option Plan (DROP) for a maximum of two (2) years or any longer period of time adopted by the state which is applicable to the teacher.
  - b. Effective with the 2002-03 school year, teachers that meet the requirements of La. R.S. 11:710 and continue employment with the school system shall not have their continuous service record broken for purposes of seniority.
  - c. Teachers hired prior to April 1, 1986 and return to work in accordance with Section C. 2. b. above shall be subject to the Medicare tax.
  3. In October of each school year, the Board shall make available an alphabetical seniority listing of all teachers showing the date on which they commenced their service to the district and the total number of years of seniority as determined by the above criteria. A copy of such listing shall be furnished to the President of the Federation, or designee. As used herein, "the date on which they commenced their service to the district" shall mean the date on which the teacher reported for duty.
- D. "Building Representative" means the teacher designated by the Federation as its agent at the particular work location.
- E. "Authorized Representative" means any agent of the Federation.
- F. "School" means any work location where teachers are regularly assigned and over which the Board has exclusive legal authority.
- G. The singular shall include the plural.
- H. The masculine shall include the feminine.
- I. "Federation Building Committee" means a committee of Federation members authorized by the Federation.

- J.
  - 1. Elementary schools shall include Grades Pre-K-6, Pre-K-5, Pre-K-K or any combination therein.
  - 2. Middle schools shall include Grades 6-8 or any combination therein.
  - 3. High Schools shall include Grades 9-12 or 10-12 or any combination therein.
  - 4. Except as otherwise provided herein, sub-paragraphs 1-3 inclusive shall not include career centers, re-entry schools, or alternative schools.
- K. The term "normal teacher work day" shall mean the regular student attendance hours plus the time before and after such hours that teachers are required to be present, provided the foregoing shall be applicable only to teachers assigned to schools operating on a regular schedule.
- L. "Base salary" shall mean the individual's compensation, exclusive of PIP, coaching or extra-curricular payments, as established by his training and experience position on the salary schedule.
- M. "Home base school" shall mean the school at which a **teacher's attendance is maintained and where his formal evaluation is conducted.**
- N. The terms "majority of the affected teachers agree" and "majority vote of the teachers" shall mean a vote of the teachers at a work site. Such vote shall be conducted in accordance with a procedure(s) developed by the Federation Building Representative and the principal. If an agreement is not reached, the principal shall determine the manner in which the vote shall be conducted.
- O. The term "NCLB" shall mean the No Child Left Behind Act, commonly referred to as the federal legislation for the reauthorization of the Elementary and Secondary Education Act (ESEA).
- P. The term "highly qualified" shall mean the definition established by the Board of Elementary and Secondary Education, as mandated by NCLB, which establishes the qualifications that a teacher shall possess to teach specific academic courses at all organizational levels.

## ARTICLE 5 DISTRIBUTION OF CONTRACTS

- A. The Agreement shall be printed and distributed to all members of the bargaining unit, all Jefferson Parish school administrators and all members of the Board in a form to be agreed upon by the Superintendent, or designee, and the Federation President, or designee. Sufficient copies shall be prepared so each party shall

also receive a reserve supply equal to twenty percent (20%) of the total required by the first sentence of this section.

- B. Each newly hired teacher shall receive from the Board a copy of this Agreement no later than five (5) working days after commencement of employment or fifteen (15) working days after the Agreement has been printed, whichever shall last occur.
- C. The cost of printing the Agreement shall be shared by the Federation and the Board. The printer shall be agreed upon by the Federation and the Board provided in the absence of agreement reproduction shall be completed by the Board as a priority item.
- D. The Agreement shall include an introductory page which contains the following information: Federation address, Federation phone number, Federation officers. The outside back cover (or an alternate placement as may be mutually agreeable to the parties) shall include a reproduction of the logos of the Federation and of the Board. Letters from the Federation President and Superintendent of Schools shall be included in the Agreement immediately following the Introductory Page.

## ARTICLE 6 EFFECT OF AGREEMENT

This Agreement represents the complete agreement of the parties and may be amended, altered or temporarily suspended only upon the written consent of both parties.

The Board acknowledges the appropriateness of consultation with the Federation President, or designee, prior to the alteration of well established **system-wide** past practices affecting the wages, hours and working conditions of teachers. The foregoing shall not be construed as requiring the acquiescence of the Federation or of any obligation to conduct impact or mid-term bargaining during the term of this Agreement.

## ARTICLE 7 FAIR PRACTICES

- A. **Neither the Board nor the Federation shall unlawfully** discriminate against any member of the bargaining unit **for reasons** of race, **creed**, religion, color, **marital status**, age, sex, national origin, **disability**, membership in the Federation, non-membership in the Federation, **activity in furtherance of the Federation, or membership in any lawful organization.**

- B. The parties acknowledge the desirability of active recruitment of teachers to produce a professional staff that mirrors the racial makeup of the population of the Parish provided the resultant employment practices are consistent with law.

## ARTICLE 8 REFERENDUM CHALLENGE

No later than one hundred eighty (180) calendar days prior to the termination of this Agreement, any group of individuals or any organization representative may request the American Arbitration Association to conduct a check of the signatures indicating that forty percent (40%) of the teachers covered by this Agreement desire to be represented by another organization or by no organization provided no such petition shall be entertained more than once during the term of any successor Agreement hereto. Within ten (10) teacher work days of receipt of the signatures, the American Arbitration Association will determine and certify the validity of the signatures and whether or not the required percentage for challenge has been obtained. Costs of the verification by the American Arbitration Association shall be borne by the challenging party. If the requirements for a challenge have been met, the parties to the election (the Board, the Federation and the challenger) shall meet as soon as possible with the American Arbitration Association to establish the rules, date, time and conduct of a secret ballot election; establishing the responsibility for paying the costs and certifying the results of such election. The election shall be decided by a simple majority of the valid votes casts unless the parties otherwise agree. If the parties to the election are unable to reach agreement as to the conduct of the election, the items under dispute shall be submitted to arbitration under the auspices of the American Arbitration Association with the costs being shared equally by the contesting parties.

## ARTICLE 9 SAVINGS CLAUSE

If any provision of this Agreement is, or shall at any time, be held to be contrary to law, void or invalidated by any court of competent jurisdiction, or any administrative agency having jurisdiction, then such provision shall not be applicable or performed or enforced except to the extent permitted by law. If such invalidation shall occur more than one hundred twenty (120) calendar days prior to the date on which this Agreement terminates, the parties shall meet within a reasonable time to seek to re-negotiate the invalidated items. If such invalidation shall occur less than one hundred twenty (120) calendar days prior to the date on which this Agreement terminates, and if the parties are in the process of negotiating a successor Agreement, then the parties shall re-negotiate the invalidated items as part of such process. All other provisions of this Agreement shall continue in effect.

ARTICLE 10  
FEDERATION RIGHTS

A. Leaves for Federation Service

1. Tenured teachers who are Federation members, not to exceed six (6) in number, who are elected or appointed to full-time positions with the Federation, Louisiana Federation of Teachers, American Federation of Teachers or AFL-CIO will upon proper application, be granted a leave of absence without pay for the purpose of accepting these positions. Such leave shall be without any other benefit except during such period of leave such teachers may participate in the JFT Health and Welfare Fund and may maintain any insurance provided to teachers by making timely advance payments to the appropriate office the total amount of payment/premium which would otherwise be due from the Board and the employee.
2. Such leave of absence shall be extended from year-to-year for the teacher who has been elected President of the Federation. The teacher shall receive credit toward annual salary increments.
3. A similar leave of absence shall be extended from year-to-year for five (5) other officers of the Federation to be designated in advance by the Federation President, or designee. All such teachers granted such leave of absence shall have the leave extended from year-to-year. These teachers shall receive credit toward annual salary increments.
4. A teacher granted a leave hereunder, who has thereafter returned to full-time service as a teacher for the Board shall be returned to a position similar to the one he held prior to the leave if such shall then exist and shall be credited with one (1) year of seniority for each year of such leave.
5. A teacher granted leave hereunder, who has thereafter returned to full-time service as a teacher for the Board for at least one (1) year, shall again be eligible for leave under this article.

B. School Visitation

Authorized representatives of the Federation shall have the right to confer with members of the bargaining unit at work locations during times when teachers are free from any responsibility to supervise children. Such conference shall be held in the teachers' lounge, teachers' lunchroom facility or in any other room selected by the teacher(s) involved, provided that the conference take place outside the presence of students, and provided further such conference shall not interfere with any school employee performing his duties in a designated work area.

The Federation Representative shall make known to the principal, or designee, that he is present in the building **prior to any meeting or appointment** and shall advise when he departs.

In no event shall more than two (2) Federation representatives, not to include the Building Representative, be present in any single work location without the express consent of the principal. Such visitations shall be announced via the PA system during non-instructional time, provided the announcement (1) is made available in writing to the principal, or designee, prior to noon of the working day preceding the day of the announcement, (2) is limited to the time and place of the meeting, (3) is appropriate for students to hear, (4) is reasonable as to duration and (5) is made part of the regular morning or afternoon announcements.

C. Orientation

If the Board shall conduct regional or district-wide orientation meetings for newly employed teachers, a Building Representative or officer of the Federation shall have the right to briefly welcome such newly employed teachers. The Building Representative of the school shall also have the right to briefly welcome the teachers back at the first faculty meeting of the school year in each school. The Building Representative shall be notified by the Principal when a teacher has been added to the faculty of a school.

D. Mailboxes

The Federation shall have the right to place notices and other materials related to Federation activities in teachers' mailboxes. Placement of such material shall be made by authorized representatives of the Federation. The Federation shall provide the principal and **Assistant Superintendent of Human Resources** with a courtesy copy of such material. All materials placed in mailboxes by the Federation shall bear the name of the Federation.

E. Bulletin Board

1. The Federation may provide a bulletin board not to exceed three (3) feet by five (5) feet in size for placement in the teachers' lounge in each school for the posting of notices and other materials relating to Federation activities, provided space is available in such lounge without removing any existing bulletin boards or other materials and such can be installed without seriously damaging any part of the lounge or impeding its use in any respect. The bulletin board shall be identified with the name of the Federation and shall be reserved exclusively for Federation materials. Any authorized representative of the Federation may post materials on the bulletin board.

2. Materials from other teacher employee labor organizations shall not be placed on any school bulletin boards.

F. Internal Mail Service

The Federation shall have the right to use the internal mail delivery system of the Board for official Federation communication provided all such communications are: (1) personally addressed to teachers or administrators; (2) in containers no larger than sixteen inches (16") by twenty-four inches (24") by three inches (3"); and (3) sorted by driver and destination. It is further provided that such communications shall not include materials which are primarily oriented to the candidacy of persons for political office. The Federation shall reimburse the Board postage, if the Board shall be required to pay the same. The Jefferson Federation of Teachers' office will be a delivery and pick up site for at least one driver provided that the Jefferson Federation of Teachers' office is within three (3) miles of a driver's route.

G. Use of Facilities

The Federation shall have the right to use the school facilities for its meetings, provided the Federation shall give the building principal or manager at least five (5) calendar days written notice of a request to use such facility, (or at least one (1) calendar day if at least eighty percent (80%) of those participating in the meeting are regularly assigned to the work location in which the meeting is to be held), that such facility is available and its use by the Federation will not interfere with any school function, that the Federation will promptly reimburse the Board for any custodial or other cost occasioned by such use. The one (1) day notice requirement may be waived by the principal, or designee, if circumstances clearly make such notice impossible. This section shall not be applicable to any meetings of more than ten (10) persons if less than ninety percent (90%) of those in attendance are not employees of the Board.

H. Board Meetings

1. The Board shall make available to the Federation President, or designee, a copy of the agenda, including all necessary attachments excluding confidential information, of scheduled monthly school board meetings at least two (2) calendar days prior to such meeting if the same is then available. In the event of a specially called meeting of the School Board, the Board agrees to notify the office of the Federation of the time and place of such meetings and, where appropriate, the agenda therefore. Such notifications shall be given promptly following the official call of the meeting.

2. The Federation President, or designee, shall be provided with a copy of the official minutes of each Board meeting within five (5) working days of the Board's approval of those minutes.

I. Teacher Lists

1. Effective the first of each month following the signing of this Agreement, the Board shall provide the Federation with a computer print-out listing the names, addresses, telephone numbers, date of hire and work location of all members of the bargaining unit. The list shall also indicate whether or not each person has deduction of Federation dues. Upon request, the Board shall provide the Federation with a copy of the computer tape used to run such lists. At the beginning of each month, the Board shall provide the Federation with a school-by-school computer print-out listing all information as indicated above for alphabetical print-outs provided if such is not programmed the Federation will pay for the reasonable cost for the computer programming. Upon request the Board shall provide the Federation with a list of members of the bargaining unit by seniority within areas of certification. The provision of such list shall not be deemed binding upon the Board as to its accuracy. If the Federation shall bring an error to the attention of the **Human Resources Department** of the Board, every effort shall be made by the Board to promptly investigate and, if the error is confirmed, to correct the same.
2. The Board shall provide the Federation President, or designee, the name and work location of all newly-employed teachers within five (5) work days of completion of all pre-employment documents.
3. **Upon request**, the Board shall provide the Federation with a copy of the planning/staffing informational sheets, including but not limited to **general** education, special education, Title I and pre-kindergarten, for each school for the upcoming school year, as soon as such information is available, **with the understanding that such informational sheets are subject to change.**

J. Administrative Notices

1. The Board shall make available to the Federation President copies of the following notices: notices which are distributed to all teachers, or all elementary teachers, or all middle school teachers, or all high school teachers, or all teachers in a specific classification; notices distributed to principals which concern changes in general employment policies or regulations concerning teachers; Position Available notices for all employment opportunities in the school system. Such shall be electronically transmitted via the wide area network, e-mail or any other mutually agreeable means. In addition, all Position Available notices shall

be posted on the school system's web site at least five (5) work days prior to the application deadline.

2. **Upon request, the Board shall make available to the Federation President copies of any waiver requests that are granted by the Board of Elementary and Secondary Education (BESE).**

K. Dues Deduction

1. Teachers shall have the right to request and be allowed dues deduction for the Federation. Upon receipt of a properly executed authorization form from the teacher involved, the Board will deduct from the teacher's pay check, the dues which the teacher has agreed to pay the Federation during the period provided in said authorization. During a school year should the gross salary remain the same, but Federation dues change, the Federation will reimburse the Board the reasonable cost for the computer programming of such changed deductions.
2. The Federation agrees to indemnify and hold harmless the Board in the event any of the members of the bargaining unit take any legal action as a result of the above described dues deduction.
3. A teacher wishing to discontinue dues deduction must notify in writing the **Human Resources Department** (or such alternate department as timely designated by the Superintendent, or designee) and Federation **between June 1 and June 30**. The **Human Resources Department** shall promptly notify the Federation President, or designee, of such request for discontinuance. Such request shall conform to the applicable terms (if any) of the currently effective dues authorization form executed by the teacher.
4. All authorizations for dues shall cease to be effective upon termination of employment by the Board.
5. Authorization for dues deduction shall remain in force from year to year if such is provided for in the authorization except as otherwise prescribed herein.
6. On the first work day following each teacher pay day, at least ninety percent (90%) of the Federation dues deducted from the previous pay period shall be transmitted to the Federation. The balance shall be transmitted prior to the tenth (10th) calendar day following that teacher pay day.

7. The Board shall not distribute Federation payroll deduction lists except as clearly appropriate to effectuate the operation of the School District and/or the administration of this Agreement.

L. Building Committee

**Principals or worksite administrators and Federation representatives or committees shall not arbitrarily refuse to meet and discuss areas of mutual concern; however, such meetings shall not be for the purpose of local or site bargaining, and no decisions or agreements made in such meetings shall alter or modify any term or condition of this Agreement. In the event Federation representatives believe a principal or worksite administrator has arbitrarily refused to meet, the representatives shall bring the matter to the attention of the Regional Superintendent for appropriate action.**

M. Consultation

1. The Superintendent, or his designee, shall meet at a mutually agreeable time at his office with representatives of the Federation (not to exceed four (4) in number) to discuss matters directly affecting the implementation of this Agreement and matters directly affecting the working conditions of teachers.
2. The Superintendent, or designee, shall confer with the Federation President, or designee, prior to final action being taken by the Board to totally close any instructional facility.

N. Discrimination for Exercising Rights

The Board agrees that it shall not discriminate against any member of the unit or authorized representative of the Federation for exercising rights under this Agreement.

O. Teacher Convention

If an annual convention of a state-wide Louisiana teacher organization shall be conducted during the first three (3) working days of Thanksgiving week, such days shall not be scheduled as teacher employment days.

P. Federation Leaves

The Board shall provide to teachers selected by the Federation a leave with pay to attend conferences, conventions and/or workshops conducted by the Federation, LFT, AFT, or Louisiana AFL-CIO. If such events are held on teacher employment days, leave shall be granted provided (1) the total number of days by all teachers shall not exceed seventeen (17) during any school year, (2) no

individual teacher shall utilize more than **three (3)** of such days in any single school year **unless there are extenuating circumstances and the Assistant Superintendent of Human Resources approves the additional day or days**, (3) written notice of intention to use such days shall have been filed with the principal of the teacher and with the **Assistant Superintendent of Human Resources**, or designee, at least ten (10) teacher employment days in advance and (4) the Federation shall reimburse the Board for the salary of the day-to-day substitute teacher (degreed), such reimbursement to be made in advance and without regard to the actual cost incurred by the Board for substitutes.

Subject to all of the above, up to six (6) days during any school year may be used to tend to local business of the Federation.

Q. Federation Building Representatives

1. **During the 2009-10 school year**, the Federation agrees to reimburse the Board the sum of two thousand twenty-four dollars (\$2,024) to defray the cost of employing substitutes employed to provide one (1) day of release time to Federation Building Representatives and twenty-five (25) additional Federation teachers, provided that for teachers in excess of seven (7) who attend, the Federation will promptly reimburse the Board an amount equal to the full cost of substitutes who are employed. The teacher shall not suffer loss of pay or deduction from sick/emergency or personal leave.
2. **Effective with the 2010-11 school year, the Federation Building Representatives and twenty-five (25) additional Federation teachers shall be released on one (1) of the administrative days, excluding the full day scheduled for teachers to organize their classrooms, held prior to student attendance at the beginning of the school year in order to attend Federation inservice. The teacher shall not suffer loss of pay or deduction from sick/emergency or personal leave.**

R. Teacher Representation on Committees

The Federation shall appoint at least two-fifths (2/5) of the teachers to all Board Committees on which teachers are represented. If the foregoing results in a fractional number, the fraction shall be treated as a whole number.

S. Federation Chapter/Committee Dues Deduction

The Board shall provide payroll deduction to Federation members for membership in any chapter/committee of the Federation. Such deduction shall be in accordance with procedures for dues deduction and as authorized by Federation members on forms provided by the Federation. These deductions cannot be canceled during a school year.

T. Negotiations

Bargaining team members, designated by the Federation, shall be excused without loss of pay or other benefits during the normal teacher work day for those occasions necessary to prepare contract proposals and/or to attend bargaining sessions. The total number of teacher days to prepare contract proposals shall not exceed five (5).

ARTICLE 11  
MANAGEMENT RIGHTS

- A. It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in Jefferson Parish in all its aspects, including but not limited to the following:
1. Maintain public elementary and secondary schools and such other educational activities as in its judgement will best serve the interest of Jefferson Parish;
  2. Expend all monies accruing to the school system and make such transfers of funds within the budget as it shall deem desirable;
  3. Provide the children of Jefferson Parish with as nearly equal advantages as may be practicable;
  4. Determine the number, age, and qualifications of the pupils to be admitted into each school;
  5. Evaluate the professional staff;
  6. Reprimand, discharge or otherwise discipline the professional staff for cause;
  7. Develop, implement and evaluate the instructional program;
  8. Employ, assign, transfer and promote the professional staff;
  9. Determine organizational patterns, grade level distribution, staffing, school calendar and the number and location of its schools;
  10. Develop and implement guidelines for student discipline;

11. Take action as necessary to insure the safety and well being of students, staff and property in an emergency.
- B. All such rights, powers and authority are retained by the Board subject only to those limitations imposed by this Agreement.
- C.
1. The Board acknowledges that all persons with responsibility for administration of policies and/or procedures promulgated by the School Board shall adhere to the same.
  2. The parties shall meet periodically to discuss any concerns over an alleged departure from such policy or procedure at a time and location which is mutually agreeable, provided neither shall be required to meet on such subject more than once each calendar month and that the subject(s) of such meeting be made known to the other party in writing at least three (3) working days in advance of the requested meeting.
  3. Each party shall determine the person(s) to attend such meeting on its behalf, provided the number thereof shall not exceed four (4) without the express consent of the other party.
  4. Any alleged violation of Board policy or procedure shall not be subject to Article 15 of this Agreement.

## ARTICLE 12

### **COMPLAINTS AND INVESTIGATIONS**

- A. If a teacher shall become the subject of a complaint:
1. Any discussion between the administration and the teacher regarding the allegation shall be conducted in private.
  2. The administration shall, at all times, proceed in a manner which assumes the innocence of the teacher until such time as the allegation is supported by evidence to the contrary.
  3. **No teacher shall be suspended with or without pay, placed on administrative leave or transferred while a complaint is being investigated unless there is a reasonable basis for concluding that the accused employee presents a danger to the safety of students, staff or himself or there is a reasonable basis for concluding that the continued presence at school is likely to disrupt the educational environment.**

4. **An effort will be made to conduct a thorough investigation and gather all relevant facts as soon as practicable.**
  5. **No teacher, whether the subject of a complaint or a potential witness, shall impede an investigation, refuse to provide information or, if requested, refuse to give an honest accounting of any act, omission or event; however, any teacher may refuse to answer any questions on Fifth Amendment grounds.**
- B. Accusations involving corporal punishment and/or moral offenses concerning students shall be reduced to writing and shall include the date, time, location and specific details of the alleged offense. The teacher so accused shall be given a copy of the accusation and will have at least twenty-four (24) hours to prepare his response, **if he chooses to respond**. A request by a teacher for an additional day to prepare a response shall not be arbitrarily denied.
- C. If the accusation(s) is (are) determined to be unfounded, all documents relating thereto shall be expunged from the files of the Board.
- D. 1. a. Prior to a teacher being the subject of an investigatory conference, the principal shall review the discipline folder of **a** student who is making **an** allegation to determine if the student has made a previous false accusation/statement against another teacher and/or other school personnel.
- b. Prior to any investigatory conference, the affected teacher shall be apprised as to the general nature of the allegation(s).
- c. **An investigatory conference shall not pertain to a teacher's evaluation.**
2. If a teacher is directed to attend an investigatory conference concerning a **complaint** which, if formally alleged, could reasonably be anticipated to publicly stigmatize the teacher, **such as a complaint of indecent behavior, excessive corporal punishment or any act which could be criminal in nature**, the teacher shall have the right to have an attorney present. The teacher shall be allowed at least three (3) hours to secure **Federation representation at all investigatory conferences**.
3. The participants in an investigatory conference shall be confined to the teacher, his attorney, a Federation representative, Board counsel and appropriate administrators provided this subsection shall not apply where identification and/or confrontation is reasonably appropriate.

4. **If a teacher is directed to attend an investigatory conference as a witness, the teacher shall have the right to have a Federation Representative present.**

#### ARTICLE 13 DISCIPLINARY CONFERENCES

- A.
  1. Prior to or during any conference with the teacher where it is clearly anticipated that the teacher will be recommended for dismissal or suspension, the teacher shall be given notice of such fact and the fact that he is permitted to be represented by or assisted by another teacher or Federation representative (other than legal counsel). Unless circumstances otherwise dictate, the teacher shall be allowed at least twenty-four (24) hours to secure such assistance. If the teacher does not choose to take advantage of such assistance after being advised of his right to such assistance, the teacher shall be deemed to have waived such right of assistance. The teacher's representative at the meeting shall not displace the teacher as the conferee unless all parties otherwise agree. The purpose of a disciplinary conference is to explain to the teacher why disciplinary action is being considered or why it may be warranted and to give the teacher the opportunity to present any information, evidence or mitigating circumstances which he believes should preclude or moderate any disciplinary action. The representative at the conclusion of the conference may make a brief (not to exceed five (5) minutes unless all participating parties otherwise agree) oral statement on the teacher's behalf.
  2. When a teacher is being accused of abuse, corporal punishment, or moral offenses involving students, the complaint shall be reduced to writing **with sufficient specificity to fully apprise the teacher of the nature and substance of the allegations along with the identity of the person(s) making the allegations.** The teacher shall have the right to have an attorney present when required to make statements during any conference. Such teacher shall be apprised of the substance of such accusation(s) **and provided with a copy of all documents associated with the investigation, including but not limited to the student's(s') statement(s) and parental permission forms** prior to such conference.
  3. The Administration shall, at all times, proceed in a manner which assumes the innocence of the teacher until such time as the allegation is supported by evidence to the contrary.
  4. Any discussion between the Administration and the teacher regarding the allegation shall be conducted in **a private setting.**

- B. An administrative conference form shall remain in the teacher's file at the school, while a special conference form shall be placed in the teacher's personnel file in the central office. However, at times it may be necessary for the building principal to send an administrative conference form(s) as supporting documentation to a special conference form(s). In these circumstances, the teacher will be so notified.
- C. Building principals, assistant principals and/or administrative assistants shall be required to complete conference forms within fifteen (15) work days of the occurrence or receipt of the complaint which would give rise to the need for an administrative or special conference, provided such deadline may be extended by mutual agreement between the **Human Resources Department** and the Federation President, or designee, when an investigation is ongoing.
- D. Except when allegations or evidence of possible inappropriate behavior suggest the need for prompt action, the teacher shall be notified eight (8) hours in advance of any administrative or special conference.
- E. In scheduling a formal conference with a teacher, the Board shall make a reasonable effort to accommodate the teacher's prior medical appointments, scheduled graduate school classes, and other significant personal commitments not readily accessible to being rescheduled. In the event of personal illness of the teacher, or of serious family illness, the Board shall reschedule the formal conference, if such adjustment is legally possible.
- F. The Board acknowledges the desirability of seeking adherence to the principle that teacher discipline be applied consistently. The Federation acknowledges that many disciplinary situations are fact specific and not precedential.
- G. If the accusations **leading to the disciplinary conference** are determined to be unfounded, all documents relating thereto shall be expunged from the files of the Board.

#### ARTICLE 14 DISCIPLINE AND DISCHARGE

- A. 1. Upon receipt of the notice described in Article 13, Section A. 1., or upon being advised that the principal intends to make such recommendation for suspension without pay, dismissal or non-renewal, the teacher shall, upon written request filed with the **Assistant Superintendent of Human Resources**, or designee, no later than fifteen (15) school days following receipt of such recommendation, have the right to a meeting with the **Assistant Superintendent of Human Resources**, or designee, at which time the teacher may advance reasons why such suspension without pay, dismissal or non-renewal should not be recommended to the Board. The

teacher may be accompanied at such meeting by a Federation officer or staff member regularly employed by the Federation and such officer or staff member may make a statement on behalf of the teacher and/or otherwise reasonably participate in such meeting within the discretion of the **Assistant Superintendent of Human Resources**, or designee.

2. If the **Assistant Superintendent of Human Resources** shall recommend the suspension without pay, dismissal or non-renewal of any teacher, the teacher shall be given written notice thereof with reason(s). The **Assistant Superintendent of Human Resources** shall provide the Superintendent with written notice of such recommendation.
- B.
1. If the Superintendent shall recommend the suspension without pay, dismissal or non-renewal of any teacher, the teacher shall be given written notice thereof with reason(s) prior to final Board action on such recommendation.
  2. A tenured teacher shall be entitled to a Board hearing for the purpose of the suspension without pay or dismissal of the teacher. Such hearing shall be conducted in accordance with state law.
- C. Teachers who no longer are employed by the Board shall retain the right to grieve alleged violations of this Agreement which occurred during their employment, subject only to the provisions of Article 15.
- D.
1. No teacher shall be suspended or deprived of any property or liberty interest without just cause. As used herein, liberty interest means the publication or distribution of any official allegation, charge or opinion which has a stigmatizing or other disabling effect upon the teacher, but not including any educationally relevant evaluative comments in internal school files or reports. **Liberty interest does not mean or include publication of a charge or complaint within the school district to those who must act upon the charge or complaint.**
  2. If a teacher shall receive a written reprimand on a special conference form, the teacher may request that such reprimand be reviewed at a conference with an administrator appointed by the **Assistant Superintendent of Human Resources**, or designee. The teacher shall have the right to be represented at such conference by a Federation officer or staff member.
- E. The parties acknowledge it is typically desirable to adhere to established principles of progressive discipline when it is necessary to take action against an employee. Progressive discipline most frequently includes the following steps taken sequentially: verbal warning, written reprimand, suspension and dismissal, although where warranted one or more of the foregoing is properly omitted.

- F. The provisions of this article shall not be applicable to dismissal or non-renewal of any teacher for reason of reduction of staff or curtailment or elimination of programs.
- G. No teacher will be arbitrarily disciplined or disciplined on account of whim or caprice. As used herein, the term "discipline" includes written notices of verbal warning or verbal reprimand reduced to writing placed in a teacher's personnel file, written warnings and written reprimands, suspensions and discharges or dismissals.**
- H. **A teacher who timely filed a grievance or requested an informal dispute resolution meeting conference relating to a potential grievance prior to being terminated or having resigned shall retain the right to process such grievance.**
- I. **The Board and its agents agree to not take any reprisals against teachers who voluntarily agree and/or are subpoenaed to testify as witnesses at any meetings, conferences, grievances and/or Board hearings on behalf of or against any employee(s) of the Board.**

## ARTICLE 15 GRIEVANCE PROCEDURE

### A. Statement of Cooperation

The Board and the Federation agree that they will use their best efforts to encourage the informal and prompt settlement of disagreements which may arise under the terms and conditions of this Agreement.

### B. Definition

A grievance is a disagreement between a teacher, a group of teachers or the Federation and the Board involving an alleged violation of a specific article in this Agreement, except that Article 1 shall not be the sole basis of the grievance and shall not be subject to arbitration.

### C. Statement of Grievance

Each formal statement of a grievance must contain the question(s) at issue, a statement of facts, the specified article(s) of this Agreement which allegedly is (are) being violated, the relief requested, the name of the authorized Federation Representative (if any) and signatures of the aggrieved party(ies). The only matters which may be introduced at any step of this grievance procedure shall be those contained in the initial grievance.

- D. All grievances beyond the school level must be transmitted by U.S. Postal Service, certified mail, return receipt requested or personally delivered to the office of the designated administrator and receipted by the administrator, or designee.
- E. 1. a. The Federation is the sole and exclusive employee organization designated to represent grievants.
- b. A teacher shall have the right of representation at all steps of the formal procedure herein; however, if a teacher should choose not to be represented by the Federation, the Federation shall also be given the opportunity to be present through an individual designee at the meetings held at such steps. A teacher who has elected not to be represented by the Federation may not proceed beyond Step 2 of the Formal Procedure.
2. The administrator whose action is being questioned and/or grieved shall have the right to representation at all steps of the formal procedure herein. The administrator's representative shall be an employee of the Board other than a member of the bargaining unit and/or a Regional Assistant Superintendent.
3. Legal representation shall not be present at any step of the grievance procedure prior to Step 3 of the formal procedure, except as shall be mutually and non-precedentially agreed.
- F. If a teacher shall be required to participate in any discussion, conference or hearing during the teacher's workday, the teacher shall suffer no loss of pay thereby.
- G. The parties may, upon mutual agreement in writing, extend all deadlines.
- H. If the grievance shall assert a violation of the Agreement by an administrator other than a Building Principal, the grievance shall be considered at Step 2 by the appropriate Division Head in lieu of the Regional Assistant Superintendent.
- I. Upon failure of the grievant or the Federation, where appropriate, to file an appeal within the time limits provided in this Article, the grievance shall be deemed to have been resolved by the decision at the prior step.
- J. Upon the failure of the Board to meet the time limits as prescribed in this Article, the grievance shall be advanced to the next higher level.
- K. As used herein, "days" shall mean Monday through Friday, inclusive, except days on which the central administrative office of the Board is officially closed

and except the Thanksgiving, Winter and Spring recess periods when teachers are not required to be in attendance.

- L. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend; when such hearings are held during school hours, all employees who are directly involved at the hearing will be excused for that purpose with pay. Witnesses scheduled to testify at the hearing will likewise be excused for the time necessary to present their testimony and to travel to and from the hearings.

## INFORMAL PROCEDURE

- A. A sincere attempt shall be made to resolve any prospective grievance by discussing the same with the immediate supervisor. Such attempt shall be a condition precedent to further procedures under this Article. If such discussion is unavailing, the prospective grievant(s) shall schedule an appointment with the administrator whose action is being questioned to seek to resolve any remaining issues.
- B.
  - 1.
    - a. The prospective grievant(s) shall have the right to have an authorized representative of the Federation present at such informal meeting.
    - b. The administrator whose action is being questioned and/or grieved shall have the right to have a representative present at such informal meeting. The administrator's representative shall be an employee of the Board other than a member of the bargaining unit and/or a Regional Assistant Superintendent.
  - 2. In the event the prospective grievant(s) exercises his right to have an authorized representative of the Federation present at such meeting, the Federation representative shall schedule such informal meeting with the **Assistant Superintendent of Human Resources**, or designee, and the administrator whose action is being questioned.
  - 3. The informal meeting shall be scheduled within fifteen (15) days of the occurrence giving rise to the grievance.

## FORMAL PROCEDURE

### Step 1:

If the grievant(s) is not satisfied with the results of the informal procedure, he may reduce the grievance to writing. If the grievance is reduced to writing, this shall be filed with the affected administrator within five (5) days following the informal meeting. The

administrator shall schedule a meeting within seven (7) days of such filing. The administrator shall provide the grievant(s) a written disposition of the grievance no later than ten (10) days following the grievance meeting and if the Federation is not a grievant, a copy of such disposition shall be furnished the Federation President, or designee.

Step 2:

After receipt of the written disposition, the grievant(s) may, within five (5) days, appeal the disposition in writing to the Regional Assistant Superintendent, or designee. A copy of that appeal shall be forwarded simultaneously to the Step 1 administrator. A meeting shall be held by the Regional Assistant Superintendent, or designee, within five (5) days after receipt of the grievance. The Regional Assistant Superintendent, or designee, shall provide the grievant(s) a written disposition of the grievance no later than ten (10) days following the grievance meeting, and if the Federation is not a grievant, a copy of such disposition shall be furnished the Federation President, or designee.

Step 3:

If not satisfied with the decision rendered by the Regional Assistant Superintendent, or designee, the matter may be appealed to arbitration by the Federation by giving notice thereof within five (5) days after receipt of the decision. Arbitration shall be conducted by the American Arbitration Association according to its practices, unless otherwise mutually agreed to by the Board and the Federation. The arbitrator shall be promptly selected from a panel of arbitrators supplied by the American Arbitration Association. The decision of the arbitrator shall be binding upon the parties to the extent permitted by law. The arbitrator shall not have the power to add to, subtract from, or alter in any way the articles of this Agreement. The costs of arbitration shall be shared equally by the Board and the Federation. By mutual agreement, Step 1 and/or Step 2 may be bypassed.

The foregoing shall not preclude timelines being extended with the mutual consent, in writing, of the grievant(s) or his representative and the **Human Resources Department**.

## ARTICLE 16

### PROHIBITIONS AGAINST STRIKES AND LOCKOUTS

- A. The Federation agrees that it will not engage in any strike, slowdowns, walkout, **sickout, sympathy strike** or any other disruption of the school program during the term of this Agreement. If any member of the bargaining unit, employee of the Federation or any other person employed by the Board who is a dues paying member of the Federation, shall engage, advocate, or seek to encourage participation in such action, the Federation will point out that such are in violation of this Agreement.

- B. The Board agrees that there shall be no lockout during the term of this Agreement, provided this shall not be construed to affect the right of the Board to close any facility in whole or part or to reduce the number of teachers employed by the Board.

## ARTICLE 17 EVALUATION PROCEDURE

- A. Teachers who feel their summary evaluations contain errors as defined below, shall have the right to appeal to the **Assistant Superintendent of Human Resources**, or designee. Such alleged errors shall be limited to:
1. Any statements in the evaluation asserted to be inaccurate, invalid or improperly documented; and/or
  2. The evaluation procedure was not properly followed.

**The decision of the Assistant Superintendent of Human Resources regarding any evaluation appeal is final.** The **Assistant Superintendent of Human Resources**, or designee, shall have the option of referring such appeal to support personnel from the **Human Resources Department** for the purpose of investigating such appeal and/or conducting a conference with the affected teacher and administrator. The teacher shall have the right to have a conference with the **Assistant Superintendent of Human Resources**, or designee, when the issue is not resolved through support personnel. Any such conference shall be convened as soon as feasible. The teacher shall be entitled to representation as provided in Article 13 of this Agreement at any conference with the **Assistant Superintendent of Human Resources**, or designee.

The appeal procedure shall not be subject to the grievance procedure (Article 15) of this Agreement or of any other grievance or complaint procedure.

Any appeal hereunder shall be filed with the **Assistant Superintendent of Human Resources**, or designee, within ten (10) working days of the receipt of the summary evaluation by the teacher and shall set forth any alleged errors with specificity. Filing shall be by hand delivery or by certified mail, return receipt requested.

- B. 1. In the event a procedural error occurs during the evaluation process, the affected teacher may notify the principal and/or **Assistant Superintendent of Human Resources**, or designee. If notified, the **Assistant Superintendent of Human Resources**, or designee, shall seek to resolve this matter as promptly as feasible.

2. **In the event the principal or administrator responsible for evaluating a teacher requests an extension of time within which to conduct the evaluation, he shall notify the teacher in writing.**

ARTICLE 18  
PERSONNEL FILES

**A. Definitions**

1. **Document means any written or otherwise tangible material intended to be or actually used as a part of or any evidence of the work history of any teacher including but not limited to any and all reports, comments, reprimands, correspondence, memoranda, evaluations, and observations relative to a particular employee.**
2. **Personnel file means the file which contains the cumulative collection of any and all documents maintained by the Board with respect to each individual teacher.**
3. **Personnel file custodian means those persons employed by the Board charged with the duty of maintaining and preserving the personnel files.**
4. **Third party means any person or entity not regularly employed or employed under a contract by the Board.**

**B. Procedures for Filing Materials**

1. a. **Each document concerning a teacher shall be placed in the teacher's personnel file within a reasonable time and no document, except those resulting from routine recordkeeping, shall be placed in a teacher's personnel file unless and until the teacher is presented with the original document and a copy thereof prior to its filing. Upon receipt of the original document and copy of the same, the teacher shall sign the original document as an acknowledgment of the receipt of the copy of the document. The teacher shall acknowledge that he has read such material by affixing his signature and date on the actual copy to be filed. In the event the teacher refuses to sign the document, the principal, or designee, will denote such on the document. A copy of such signed and dated material shall be promptly given to the teacher.**
- b. **The teacher's signature shall not be construed as an agreement to the contents of the document. Such signature**

**merely signifies that the teacher has read the material to be filed.**

- c. No complaints or evaluative materials shall be placed in the files of a teacher unless the teacher has had an opportunity to read the material.
2. If a teacher is not actively employed, a reasonable effort shall be made to apprise him of such material and to permit the teacher to pick up a copy of such material and concurrently acknowledge receipt of the same, but if the teacher cannot be so apprised or does not pick up a copy, such shall be mailed to his last known address by certified mail, return receipt requested.

#### **C. Right to Respond to Materials in File**

**Each teacher shall be given the opportunity to rebut and to respond to a document placed in his personnel file. The rebuttal and response must be in written form and once filed shall be attached to the document to which the rebuttal and response applies, and thus become a permanent part of the teacher's personnel file as long as the document remains a part of the personnel file. No document or copy thereof, to which a rebuttal and response has been filed, shall be used for any purpose whatsoever unless the rebuttal and response or copy thereof is attached to the document or copy sought to be used. A teacher shall have the right to receive proof of any allegations and statements contained in a document placed in his file that the teacher believes to be inaccurate, invalid, or misrepresented. If such proof is not presented, the document containing the allegations and statements shall be removed from the teacher's personnel file and destroyed.**

#### **D. Rebuttal and Response Procedure**

1. A teacher shall have the right to refute or to rebut in writing any derogatory material which shall be placed in his personnel file.
2. **Any rebuttal and response to a document placed in a teacher's personnel file shall be filed by the teacher within twenty (20) work days from the date on which the teacher signs the document acknowledging its receipt. The teacher may be granted an additional ten (10) work days for the filing of the rebuttal and response, provided the teacher requests such an extension in writing addressed to the personnel file custodian within the original twenty (20) work day period. The personnel file custodian's consent to the ten (10) work day extension of time shall not be unreasonably withheld.**

3. **A copy of the rebuttal or response shall be sent to the respective supervisor, administrator and/or person responsible for the submission of the derogatory material. Repetitive administrative responses to a rebuttal shall be excluded from the personnel file.**

**E. Right to Examine File**

1. **No teacher shall be denied access to his personnel file. During the period in which the Human Resources Department and the physical location of teachers' personnel files are in two (2) separate building locations, upon request made two (2) days in advance, a teacher shall have the right to examine the contents of his entire personnel file while in the presence of a member of the professional staff of the Human Resources Department. In the event the Human Resources Department and the physical location of teachers' personnel files are in one (1) building location, upon request made one (1) day in advance, a teacher shall have the right to examine the contents of his entire personnel file while in the presence of a member of the professional staff of the Human Resources Department. Such examination of personnel files shall occur during normal business hours, provided that if the teacher cannot reasonably attend during such hours, a mutually acceptable arrangement will be made for such examination. A teacher shall have the right to be accompanied by a representative of the Federation during such examination.**
2. A teacher is not permitted to leave his place of assignment in order to examine his personnel files, except during the lunch hours or during a planning period when such absence shall be approved by the building principal or immediate supervisor.
3. A teacher who is unable for medical reasons or other extenuating circumstances to examine his personnel file may authorize the Federation to send a representative to make such examination on the teacher's behalf.
4. **The contents of a teacher's personnel file shall not be divulged to third parties absent the express written consent of the teacher, except when ordered by court or by subpoena, and no teacher of the Board other than the personnel file custodian or the Superintendent, or the designee of either, which said designee must be an employee of the Board, shall be allowed access to a teacher's personnel file without the teacher's express written consent, unless that employee is charged with the duty of supervising that particular teacher's performance.**

5. In the case that a personnel file should be accessed by someone other than the Superintendent, his designee or the teacher's principal, the teacher whose file was so accessed shall receive written notice of the fact and the name and title of the person who was permitted access. All persons permitted access under this Section shall maintain the confidentiality of those documents in the file which are not matters of public record.

6. A teacher requesting to see his personnel file at his work site shall be given access at any reasonable time not to exceed twenty-four (24) hours. The teacher shall have the right to examine his entire personnel file in the presence of the principal, or designee.

**F. Right to Copy File**

A teacher shall be permitted to reproduce a copy of the contents of his personnel file, in the Department of Human Resources, in accordance with present practice, at a cost of ten (10) cents per page.

**G. Anonymous Letters**

No anonymous letters or materials may be placed in a personnel file. An administrator shall not add material to any teacher's personnel file which he knows to be false.

**H. Dated Material**

All material shall be dated **except routine documents where dating is immaterial.**

**I. Grievances**

Grievances will not be placed in a **teacher's** personnel file.

**J. Expungement of File Material**

1. If derogatory material exists in a teacher's personnel file for more than twelve (12) calendar months, the teacher shall have the right to request (in writing) the **Assistant Superintendent of Human Resources**, or designee, to remove or expunge all or portion(s) of such material. This decision shall not be subject to Article 15 of this Agreement and shall be non-precedential. Any reference to tardiness, absenteeism or the timeliness of filing lesson plans shall be removed or expunged upon its second anniversary or as soon thereafter as feasible if no related documentation was added during such two (2) year period. Teachers shall have the right to request the removal of all derogatory materials from

a school-based file at the end of each semester or before such file is forwarded to another school.

2. The administrator receiving such written request to remove or expunge all or portion(s) of such material shall respond in writing within **twenty (20)** working days of the receipt of the request.

## ARTICLE 19 REPRIMAND AND CRITICISM

The Board agrees that it is inappropriate to reprimand or criticize teachers in the presence of students, parents or others except as may be required at disciplinary conferences, grievance hearings and at hearings conducted by or at closed meetings of the School Board.

## ARTICLE 20 STAFF REDUCTION

- A. In the event the determination is made by the Board that a lay-off is necessary, teachers to be laid-off shall be identified and informed of their impending lay-off not less than forty-five (45) calendar days prior to the effective day of lay-off. **During the forty-five (45) day notice period**, the affected teacher shall receive his daily rate of pay **whether or not he is required to work**. The services of the affected teacher may be utilized as a substitute during such forty-five (45) day period.
- B. If the Board shall determine that it is necessary to lay-off any teachers, such lay-off shall be in the inverse order of seniority, provided the teachers remaining are fully certified to teach the department/subject areas remaining to be taught.
- C. Teachers identified for lay-off may be assigned to an excess teacher pool for a period not to exceed forty-five (45) days. Such assignment, if any, shall be by certification with the most senior teacher(s) within each certification being the first to qualify.
- D. Teachers who are subject to lay-off shall be placed on a recall list for a period of two (2) years from the effective day of lay-off. A recall list shall be provided to the Federation and shall be amended semi-annually thereafter.
- E.
  1. When a vacancy occurs, it shall be filled by the person with the greatest seniority on the recall list who is certified for the vacant position.
  2. **Teachers who possess a Practitioner's License (PL) or a Temporary Authority to Teach (TAT) shall be recalled by seniority and in the**

**subject area for which the Practitioner's License (PL) or the Temporary Authority to Teach (TAT) was issued. Teachers who possess a Practitioner's License (PL) shall be ranked above those teachers who possess a Temporary Authority to Teacher (TAT).**

- F. No position shall be filled by a new hire while an active recall list is in effect, except if the persons on such list are not certified for the available position(s). If no certified teacher is available, the teachers on the recall list shall be given preference in order of seniority for the vacancy.
- G. During the period of eligibility for recall, if a teacher elects to do so, he may participate in the JFT Health & Welfare Fund as provided by Fund policy and may maintain any insurance provided to teachers by making timely advance payments to the appropriate office, the total amount of payment/premium which would otherwise be due from the Board and employee, provided the insurance carrier shall agree in writing to such payments.
- H. During the period of eligibility for recall, **any teacher on the recall list who wishes to serve as a substitute must enroll with the school district's substitute placement contractor. If permitted by contract, the school district will give teachers enrolled with the contractor a preference in filling any substitute positions.**

#### ARTICLE 21 TRANSFERS

**No later than February 1, 2011, the Superintendent, or designee, and the Federation President, or designee, shall meet to develop a transfer procedure which will continue to be in compliance with the Dandridge consent judgment. Such procedure shall be implemented for the 2011-12 school year.**

**Any agreement reached by the parties regarding transfer policy or procedures shall conform to federal law and to all court orders.**

#### ARTICLE 22 ACADEMIC FREEDOM

- A. The Board and Federation recognize the necessity for academic freedom in the study, presentation and interpretation of facts and ideas concerning man, human society, the physical and biological world and other disciplines of learning. Teachers recognize, however, that academic freedom must be balanced against their first duty which is to teach accepted and adopted curriculum and courses of study. Therefore, teachers will exercise responsibly their academic freedom

within the scope of the course of study to which they are assigned, giving consideration to the maturity level of their students.

Teachers are encouraged to use supplementary materials, appropriate and germane to the curriculum, and consistent with the preceding paragraph. (Nothing herein shall be construed as implying any Board obligation to reimburse teachers for such materials nor any waiver by the Board of its right to irrevocably determine curriculum content. Further it is understood that no teacher shall be required to use or purchase supplementary materials for which they do not receive reimbursement from the Board.)

Teachers should encourage objectivity in students and should provide the example for them of a fair and objective approach to controversial issues. The instruction offered should be based on fact and be free from bias.

- B. It is understood that teachers shall have the full rights of all American citizens in joining and taking part in any legal organizations. It shall be the responsibility of the teachers to indicate that these activities are personal and individual and that they do not represent the Board. The involvement of teachers in any such organization shall not be injected into the educational program of the school district.
- C. Teachers shall not abuse their privileged contacts with children for any personal profits or gain, or promote their own views or activities of a partisan or political nature. Teachers shall not comment in the presence of students on school grounds on any matter associated with the collective bargaining relationship, or any dispute thereunder, between the Board and the Federation.
- D. The ownership (copyright) of materials produced by teachers falls into the following categories:
  - 1. Material produced as the result of an assignment (such as, by example, a curriculum written to fulfill a grant) is, and shall remain, the property of the Board. If the employee amends or embellishes such material during non-working hours, the material shall remain the property of the Board unless the employee and the Board have negotiated a contract to establish ownership and royalty percentages.
  - 2. Material produced by an employee independent of the employee's assigned duties, wholly on the employee's own time is, and shall remain, the property of the employee.
  - 3. Material produced by an employee which is related to the employee's assignment and material conceptualized and developed by the employee but for which Board facilities or technical assistance is required to fully actualize the idea shall be subject to individual negotiation and contract

between the parties to establish copyright, ownership and royalty percentages. In the absence of such contract, the material shall remain the property of the Board.

#### ARTICLE 23

##### **COOPERATIVE INITIATIVES**

**In the event the Board and the Federation agree to establish or implement a program or initiative which a provision of the Agreement would preclude, the Board and the Federation shall meet to negotiate all terms and conditions of said program or initiative and its implementation.**

#### ARTICLE 24

##### **CURRICULUM AND TEXTBOOK SELECTION COMMITTEE**

- A. At least one-half (1/2) of the members of the Curriculum and Textbook Selection Committee shall be **school-based** teachers, provided this Article shall not preclude the formation of additional committees whose deliberations may affect recommendations for any aspects of curriculum and/or textbook selection.
- B. The foregoing shall not be construed as an acknowledgement by the Board that curriculum or textbook selections are negotiable matters between the parties other than the question of teacher participation on such committees.
- C. Votes taken in committee meetings shall be in accordance with Robert's Rules of Order (Revised).
- D. **The Board shall make every effort to present textbooks that are aligned with the GLE's and appropriate supplemental materials.**

#### ARTICLE 25

##### **CURRICULUM COMMITTEE**

Representatives of the JFT Curriculum Committee, or designee, at least quarterly each school year shall have the right to meet with the Deputy Superintendent of Instruction. Meetings will be scheduled on a mutually agreed date and time and will not take place during the regular school day. Seven (7) days prior to such meeting, the representatives of the JFT Curriculum Committee shall provide the Deputy Superintendent of Instruction a proposed agenda of the meeting. Such agenda shall not include any matter covered in whole or in part by this Agreement or any grievance.

## ARTICLE 26

### **ENRICHMENT PROGRAMS**

- A. The parties acknowledge that where particular alternatives exist, reasonable efforts should be made to limit the times when students are removed from the regular classes to receive **enrichment** instruction but **this** shall not be construed as intimating **that** enrichment **is** undesirable.
- B. The parties acknowledge that where reasonable alternatives exist, students should not attend regularly scheduled enrichment classes and/or LEAP remediation during a class period where they are in academic difficulty.
- C. Teachers who are assigned to teach enrichment programs, including but not limited to computer labs, art, music and drama, shall assume all duties associated with teaching the class. The regular teacher assigned to the class shall not be required to remain in the classroom with the enrichment teacher.

## ARTICLE 27

### **EQUIPMENT, MATERIALS, CLASSROOMS AND TEXTBOOKS**

- A.
  - 1. **The Board shall provide all teachers, including special education teachers, with all reasonable and appropriate equipment and materials, including but not limited to copiers, facsimile machines, facilities, textbooks, instructional materials, shredders, computers, printers and software, including all necessary materials and supplies to operate such equipment, which is necessary to implement the educational program and to conduct school related business. Such equipment may be used by teachers before, during or after the normal teacher work day and such shall be in a location that is reasonably accessible to all classrooms.**
  - 2. **Teachers shall have a computer with an operating system that is compatible with Infinite Campus or the current student information system and internet access.**
  - 3. **Teachers shall be permitted to use equipment that is installed in their classrooms.**
  - 4. **The Board shall provide equipment, supplies and materials as needed for health and safety purposes.**
- B. **The Board shall provide or offer inservice for teachers in the use of new equipment made available for teacher use.**

- C. The principal, **in his discretion**, may authorize a teacher to use school equipment for personal reasons provided such use will not interfere with the use of such equipment for school purposes, the teacher recompenses the Board for all costs involved and the teacher assumes responsibility for any damage occasioned by negligent use of equipment. **Such discretion shall not be unreasonably withheld.**
- D. 1. The Board shall provide **all teachers, including special education teachers, with** the number of books equal to the maximum number of students reasonably anticipated to enroll in such teachers' classes during the school year, provided this Section shall not apply to books distributed to less than all students in such classes.
2. **The Board shall provide to all middle and high school teachers the number of books for a classroom set equal to the maximum number of students reasonably anticipated to enroll in such teachers' classes during the school year.**
3. **The Board shall provide adequate funds to teachers to purchase the necessary materials for those courses that lack textbooks, curriculum guides and/or supplemental materials for the students.**
4. **All teachers, including special education teachers, shall be provided with copies of the teachers' manuals for textbooks used in their classes.**
- E. **A teacher shall be permitted to prepare his classroom prior to the first teacher work day of a school year.**
- F. **Teachers, including special education teachers, shall be permitted to administer the tests that correspond with the textbooks being utilized in their classes.**
- G. If reasonably available as applicable to Louisiana **GLE's**, the teacher's edition textbook or supplemental materials shall **address** the state standards/**grade level expectations** in all new adoptions.
- H. The collection of textbooks, materials/equipment shall not be required prior to the **third to last** student attendance day.
- I. The parties acknowledge the general desirability of allowing teachers to have input in their individual school in suggesting acquisitions of instructional materials. Teachers shall have the right to have input into the spending of instructional monies in their respective departments or grade levels and of monies earned through schoolwide activities pursuant to reasonable procedures adopted by the principal.

- J. The principal, or designee, shall make every reasonable effort to inform the affected Department Heads/Grade Chairpersons of the type(s) of instructional material ordered. If then known, the anticipated delivery date(s) of the material at the school shall also be disclosed.

## ARTICLE 28 EXAM SCHEDULE

- A. **On those exam days with early dismissal** for middle and high school students, students shall take a maximum of two (2) exams. All exams shall be scheduled during the first half of the school day. Each student shall be dismissed following his last exam each day.
- B. Sixth grade students attending elementary schools shall follow the elementary school schedule.
- C. **The principal may schedule a meeting not to exceed forty-five (45) minutes in duration on one (1) of the exam days following the student dismissal to provide teachers with information they need in order to accomplish the academic needs of the school. Such meeting shall take place during the normal teacher work day.**
- D. Staff development workshops and/or seminars shall not be scheduled on exam days on which exams are actually scheduled, unless no other feasible alternative exist.

## ARTICLE 29 INCLUSION/MAINSTREAMING

- A. **When a student with disabilities is served in a general education classroom, the special education teacher shall inform the general education teacher about the student's exceptionality and instructional and/or behavioral techniques that are appropriate for the student.**
- B. **General education teachers are members of the I.E.P. teams and shall be invited to attend the I.E.P. conferences for the students with disabilities whom they serve.**
- C. **As members of the I.E.P. team, general education teachers may reconvene the I.E.P. team to address academic and/or behavioral issues.**
- D. **Students with disabilities who are served in general education classes shall have their I.E.P. goals, objectives and support needs met.**

- E. **Administrators will provide general and special education teachers opportunities to collaboratively plan instruction and assessment (i.e., determine academic content, instructional strategies, assessment strategies including testing and grading) that will ensure the success of all students, including students with disabilities.**
- F. **Administrators will make reasonable efforts to maintain a ratio of natural proportions when assigning students with disabilities to general education classes.**
- G. Class sizes shall not exceed the standards established for **general** education classes by the state and/or Southern Association as per the pupil/teacher ratio requirements.
- H. Teachers shall have the right to immediately remove a child temporarily from an inclusion class in accordance with Article 38, Section B. and state law. Reconvening the I.E.P. Committee to address the problem may become necessary.
- I. The **general** education teacher and the special education teacher in an inclusion class must come to an agreement, with the approval of the principal, concerning teaching content knowledge, testing, grading, recordkeeping, etc. insuring that the needs of the special education student are met.
- J. **The inclusion setting shall consist of the following models: co-teaching, consultant, teaming, paraeducator and special education classroom. Both the general and special education teachers shall be responsible for modifying a student's work in an inclusion class. Instructional modifications shall be made in order to accommodate the student's ability levels.**
- K. **Upon request the Federation President, or designee, shall be provided with a copy of the Board's inclusion/mainstream/resource guidelines/plans.**
- L. **Every effort shall be made to provide a special education inclusion teacher with storage space for resource materials for differentiation of instruction.**
- M. **In order to implement the models of inclusion, the Board shall make every effort to hire a substitute for an inclusion teacher or paraeducator who is absent.**

ARTICLE 30  
INSERVICE/STAFF DEVELOPMENT

- A. **Three (3)** teacher work days **shall be scheduled** immediately preceding the first student attendance day of each school year.
- B.
  - 1. One (1) full day shall be scheduled for teachers to organize their classrooms. Meetings shall not be scheduled during this time.
  - 2.
    - a. **Two (2) days shall be scheduled for inservice/staff development.**
    - b. During the inservice/staff development **days**, teachers shall receive a copy of the school's student discipline **procedures and all procedures related to sexual harassment and/or misconduct.**
  - 3. When feasible, those teachers who are required to attend the annual inservice training for special education teachers as outlined in Article 37, Section D., shall be given time to organize their classrooms.
- C. Whenever possible, a teacher who is required to attend an inservice and/or staff development workshop shall be given at least five (5) work days advance notification.
- D.
  - 1. Optional teacher inservice/staff development shall be conducted outside the normal teacher work day. The affected teacher(s) shall be paid at a rate **of twenty-five dollars (\$25.00) per hour or as may be revised by the Board, provided such amount shall not be reduced.**
  - 2. Teachers shall be compensated promptly following attendance at an inservice and/or staff development workshop.
- E. **As a result of the additional five (5) minutes of daily instructional time for students, in accordance with Article 60, Section A., teachers may have two (2) additional staff development days or four (4) additional half days for staff development to be scheduled by the Board during the regular school year. The Federation shall have meaningful input into the scheduling of such staff development days as it relates to the topics, dates and times.**

ARTICLE 31  
LESSON PLANS

- A. **Teachers shall prepare lesson plans in accordance with professional standards on a form prescribed by the principal or approved by the principal if not prescribed which are complete and appropriate for the**

**lesson being taught. Any question with regard to whether a lesson plan is professional, complete and appropriate will be decided by the principal.**

- B. Teachers **shall have the option of submitting** a unit and/or **marking period** lesson plan, **a weekly reflection, or samples of student work** in lieu of a weekly plan, prescribed in the preceding paragraph, **with the approval of the principal.**
- C.
  - 1. **Teachers shall not be required to submit copies of their tests until such tests have been administered to their students for security purposes. Such tests shall be attached to the next week's lesson plan.**
  - 2. **Prior to administering end of marking period exams such exams must be approved by the principal or designee.**
- D. For those subjects whereby Grade Level Expectations (GLE's) have been developed, the teachers, **with the approval of the principal,** shall have the option of writing the appropriate GLE numbers on their lesson plans or attaching a copy of the appropriate document denoting the specific daily GLE to their lesson plans.
- E. For those subjects whereby Grade Level Expectations (GLE's) have not been developed, the principal shall determine whether the teachers at the school shall have the option of writing the appropriate objectives on their lesson plans or attaching a copy of the appropriate document denoting the specific daily objective to their lesson plans.
- F. Lesson plans shall not be graded by letter grades or symbols, provided the foregoing shall not imply that lesson plans are not subject to review as part of normal evaluation procedures.
- G. A teacher shall not be required to submit his copy of lesson plans at the end of the school year.

## ARTICLE 32

### **LOCAL AND STATE MANDATED STUDENT ASSESSMENTS**

**During the 2009-10 school year, a committee made up of an equal number of persons to be appointed by the Deputy Superintendent of Instruction, or designee, and Federation President, or designee, shall be established to review the number of student assessments and/or the paperwork associated with such student assessments.**

ARTICLE 33  
NOTICE OF GRANTS AVAILABLE

The Board shall post information on its website concerning grants for which teachers may apply.

ARTICLE 34  
PRINCIPAL INTERVIEW COMMITTEE

- A. The Federation Building Representative shall be appointed as a member of the Principal Interview Committee.
- B. **In the event the Federation Building Representative is unable to serve on the Principal Interview Committee, the Federation President shall appoint a teacher from the school to serve on the committee.**

ARTICLE 35  
RECORDS DAY

- A.
  - 1.
    - a. **During the 2009-10 school year**, elementary schools shall be scheduled for one (1) full Records Day at the end of each **marking** period.
    - b. **Beginning with the 2010-11 school year**, elementary schools shall be scheduled for **three (3) full Records Days during each school year**.
    - c. **Elementary schools that have an extended school year calendar shall be scheduled for the equivalent number of Records Days during each school year as outlined in this Section.**
  - 2.
    - a. **During the 2009-10 school year**, middle and high schools shall be scheduled for one (1) full Records Day at the end of the second and fourth **marking** periods.
    - b. **Beginning with the 2010-11 school year**, middle and high schools shall be scheduled for **one and one-half (1½) Records Days during each school year**.
  - 3. On the Records Day at the end of the fourth **marking** period, a teacher shall be dismissed upon completion and submission of his records, provided such dismissal shall occur no sooner than one-half (1/2) day.

- B. **Meetings shall not be scheduled during Records Day.**
- C.
  - 1. During the final **marking** period, **elementary** teachers shall not be required to submit roll books, CUM cards/**folders** or report cards until **the morning of the last Records Day.**
  - 2. During the final **marking** period, **middle and high school teachers shall submit their final grades at the end of each exam day. All other records shall be submitted on the morning of the last Records Day.**
- D. Records, including placement cards, required to be sent from elementary to middle school shall not be sent prior to the last teacher workday.

ARTICLE 36  
**SCHOOL IMPROVEMENT PLAN**

Teachers shall be provided with a copy of the Action Plan component of the School Improvement Plan (SIP) at the beginning of the school year. The teachers shall be informed of any and all subsequent modifications and/or revisions to the Action Plan component of the SIP, which **are made** during the school year.

ARTICLE 37  
**SPECIAL EDUCATION**

- A. Where feasible, self-contained special education classrooms shall not be utilized to house homerooms comprised of non-special education students.
- B. Every reasonable effort shall be made not to double-house special education classes.
- C. Representatives of the JFT Special Education Chapter shall have the right to meet with the **Assistant Superintendent of Special Programs**. Meetings will be scheduled on a mutually agreed date and time and will not take place during the regular school day. Seven (7) days prior to such meeting, the representatives of the JFT Special Education Chapter shall provide the **Assistant Superintendent of Special Programs** a copy of the proposed agenda of the meeting.
- D. Inservice training for newly employed special education teachers shall be conducted no less than semi-annually. Inservice opportunities for all affected special education teachers concerning the regulations for implementation of **current federal regulations** and Louisiana Bulletin 1706 shall be conducted during the normal teacher workday. Meaningful statutory or regulatory changes affecting the actions of special education teachers shall be made known to

teachers in a timely manner. Any teacher not informed of such changes shall not be disciplined for non-compliance.

- E. Every attempt shall be made to provide the special education teacher with the current I.E.P. and evaluation of special education students who transfer from one school to another within the system within two (2) school days of the student's placement at the new school. The receiving school shall request the appropriate records from the sending school as soon as possible following the registration of the student at the new school. If the records have not been received from the sending school within three (3) school days of the request, the receiving teacher shall have the right, unless objected to by such principal, to request such records from the **Special Programs Department**. The **Special Programs Department** shall forward such records no later than the working day after receiving the request unless circumstances reasonably preclude such response.
- F. Special education teachers **shall be provided** copies of teacher manuals for texts which their students use **to be utilized as a supplemental source for differentiation of instruction**.
- G. The principal shall give reasonable consideration to the special education teachers' requests in the preference of their special education class **paraeducators**.
- H. With the approval of the building principal, special education teachers shall have the option of determining what type of lesson plans they shall develop for use with **the students**. Options shall include daily or weekly lesson plans, written or computerized, and/or unit plans.
- I.
  1. Whenever possible, the principal shall assign I.E.P. development to the certified teacher in whose class the student may be placed. **In the event that there is a non-certified teacher**, development of other I.E.P.'s shall be assigned in an equitable manner to **the appropriate** certified members of the department.
  2. **The principal shall provide** adequate time for the special education teachers to complete the development of a student's I.E.P. within five (5) work days immediately preceding the anniversary date of the student's I.E.P.
- J. **The Board agrees to work toward reducing special education paperwork where possible.**
- K. Equipment, materials, supplies, textbooks and manuals purchased with special education funds and/or distributed through the **Special Programs Department** shall be given to the special education department head for distribution to the special education teachers at the school site. The **Special Programs**

**Department** head shall maintain an inventory of equipment, materials, textbooks, manuals and non-consumable supplies purchased with special education funds and/or distributed through the **Special Programs Department**.

- L. **Special education teachers shall have computers with an operating system that is compatible with Infinite Campus or the current student information system with internet access.**

ARTICLE 38  
STUDENT DISCIPLINE

- A. Each referral of a student disciplinary problem to the office shall be in accordance with the disciplinary policy **and Positive Behavior Support (PBS)** then in effect. Such policy shall be reproduced in the compilation of Student Services Policies and Procedures and all subsequent revisions. In cases of emergency, the teacher may personally bring the student to the office, but shall forward the Student Referral Form **electronically** to the office **prior to the end of the work day**. **The Board shall provide the teacher with the ability to print a copy of the electronic Student Referral Form prior to submission.**
- B. 1. A teacher shall have the right to immediately send a student to the principal, or designee, in accordance with the provisions of La. R.S. 17:416, **which states:**
  - “When a pupil’s behavior prevents the orderly instruction of other pupils or poses an immediate threat to the safety or physical well being of any pupil or teacher, when a pupil exhibits disrespectful behavior toward the teacher such as using foul or abusive language or gestures directed at or threatening a pupil or teacher, when a pupil violates the school’s code of conduct, or when a pupil exhibits other disruptive, dangerous, or unruly behavior, including inappropriate physical contact, inappropriate verbal conduct, sexual or other harassment, throwing objects, inciting other pupils to misbehave, or destroying property, the teacher may have the pupil immediately removed from his classroom and placed in the custody of the principal or his designee.”**
- 2. **The action(s) taken in regard to a student who is sent to the office may include but shall not be limited to counseling and problem resolution.**

3. The parties agree that a teacher's authority in the classroom and a climate favorable for teaching and learning are paramount, but that these can be undermined when the teacher does not receive appropriate administrative backing in the teacher's efforts to enforce reasonable discipline in the school.
  4. The Board shall inform parents and students of the discipline policy at or near the onset of the school year through appropriate publications and/or notices.
  5. Teachers may use reasonable force to protect themselves, other school personnel or students, from the threat of possible injury or violent acts.
- C. **Each** principal, or designee, shall administer disciplinary action to students in a consistent fashion and **in accordance with the Student Services Policies and Procedures and Positive Behavior Support (PBS)**.
- D. Teachers shall refer to the principal's office in writing, students who commit the behavior offenses listed below. Students shall be disciplined in accordance with the Board approved Student Services Handbook and all subsequent revisions.
1. Students who commit **assault or battery while** at school or at any school sponsored activity. **For the purposes of this Article, "assault" shall mean an attempt to commit a battery, the intentional placing of a teacher in reasonable apprehension of receiving a battery or making statements threatening physical harm to a teacher and "battery" shall mean the intentional use of force or violence upon the person of another or the intentional administration of a poison or other noxious liquid or substance to another.**
  2. Students who possess, use, conceal or distribute illegal drugs on school premises or at school sponsored activities.
  3. Students who possess, use, conceal or provide lethal weapons to other persons on school premises or at school sponsored activities. Weapons are defined as firearms, knives, explosives, inflammable materials or any other items that may cause bodily injury or death.
  4. Students who possess, use, conceal or distribute alcohol on school premises or at school sponsored activities.
  5. Students who direct abusive or profane language at a member of the bargaining unit on school premises or at school sponsored activities.
  6. Students who refuse to provide his name or give a false name upon teacher request on school premises or at school sponsored activities.

7. Students who disturb the school and habitually violate any rule on school premises or at school sponsored activities.
8. Students who possess and/or ignite and/or discharge fireworks on school premises or at school sponsored activities. Fireworks shall include, but not be limited to, any sparkler, squib, rocket, firecracker, bombs, roman candles, smoke bombs, signal lights, shell explosives or other devices or compositions used to obtain visible or audible pyrotechnic display.
9. Students who cause damage to, or cut, deface or injure any part of public school buildings, any property belonging to the buildings, on any public school premises, or write any profane or obscene language or draws obscene pictures in or on any public school material or on any public school premises. Restitution shall be made by the student or student's parent/guardian.
10. Students who made proven false accusations of corporal punishment and/or moral offenses against a teacher. Every effort shall be made to reassign a student who is proven to have made a false accusation against a teacher to another teacher's class.
11. Students who threaten to bring a weapon to school or a school sponsored activity.
12. **Students who use a device to capture a picture, video or audio or send a message in a teacher's class without the knowledge and consent of the teacher.**

Instances of asserted non-compliance **with any of the foregoing** shall be referred to the appropriate Regional Assistant Superintendent, or designee, for investigation.

- E. If known and not prohibited by law, teachers shall be notified when a student assigned to their class has been convicted of a felony in accordance with the Louisiana's Children Code.
- F. If known and not prohibited by law, teachers shall be notified when a student assigned to their class is under the jurisdiction of the state's Child Protection Service.
- G. The teacher shall have the right to be present at parent conference(s) held concerning a referral except as the appropriate school employee(s) shall deem it otherwise desirable.

- H. Teacher recommendations shall be given every consideration in disciplinary matters. If such recommendation is not implemented, the principal, or designee, shall inform the teacher of the reason(s) (unless confidential) if the teacher so requests.
- I. Students, while on suspension or expulsion from school shall not be admitted or enrolled in any other Jefferson Parish Public School, unless prohibited by La. R.S. 17:416, nor shall they be permitted to participate in any intramural, interscholastic or other school-related activity. Teachers cannot be required to assign or accept make-up work, tests or homework due during the period of a student's suspension, unless prohibited by La. R.S. 17:416.
- J.
  - 1. Disciplinary action shall be taken pursuant to a teacher referral within forty-eight (48) hours, provided the student is present in school and no other extenuating circumstance exist; but not more than seventy-two (72) hours from the time of the referral. On the following school day from when the disciplinary action is taken, the principal shall return the teacher's copy of the referral form to the teacher completed as to the action(s) taken by the principal, or designee.
  - 2. **Upon a teacher's request, the administrator responsible for a student's discipline shall meet with the teacher to address any concerns the teacher may have regarding the student's behavior, during which the student's overall disciplinary record will be reviewed and intervention as may be appropriate will be discussed.**
- K. A reasonable effort shall be made to notify teachers when a student assigned to their class has been diagnosed as having any physical or mental problems which could affect his learning progress and behavior in class.
- L. **Teachers shall comply with laws governing mandatory reporting of child abuse and neglect.**
- M. Anything in this Article to the contrary notwithstanding, no question of interpretation of the Student Services Handbook shall be subject to the provisions of Article 15, nor preclude the amendment of such Handbook which shall not be deemed to be incorporated as part of the Agreement.

## ARTICLE 39 STUDENT GRADES

- A. The Board acknowledges that student grades should not be changed except for just cause. In the event an administrator considers the need to change a student's grades, the administrator shall give the teacher prior notice and an opportunity to explain, verbally and/or in writing, the reasons for which the grade

was given. The teacher shall have the right to challenge a grade change by appealing to the Department of Instruction.

- B. 1. a. During a **marking period** in which **LEAP, I-LEAP or GEE** testing occurs, teachers shall be required to provide a minimum of seven (7) **major objective grades** and **six (6)** participation grades. **Otherwise, teachers will provide a minimum of eight (8) major objective grades and six (6) participation grades. An Interval Assessment grade shall qualify as an objective grade.**
- b. During a **marking period** in which **LEAP, I-LEAP or GEE** testing occurs, **elementary teachers assigned to a school with an extended school year** shall be required to provide a minimum of **eight (8) major objective grades** and **six (6)** participation grades. **Otherwise, these teachers will provide a minimum of nine (9) major objective grades and seven (7) participation grades. An Interval Assessment grade shall qualify as an objective grade**
- 2. Teachers shall not be required to provide an objective grade recorded in the teacher's class record/roll book for each student in each subject during the week of **end of marking period** exams in which teachers meet with students for only two (2) full class periods.
- C. **All teachers shall enter grades as earned during a marking period and shall have all grades entered prior to the time the electronic window closes.**
- D. Grading shall comply with the Division of Instruction policy manual and subsequent revisions. The principal, or designee, shall not impose any additional requirements in the aforementioned policy manual.
- E. Teachers shall have the right to determine a reasonable value assigned to the different components and/or questions of teacher made tests. **If an agreement cannot be reached between the principal and teacher regarding the reasonable value assigned, the final decision will be made by the Deputy Superintendent of Instruction.**
- F. No teacher **shall be assigned as the official school test coordinator at any school for state standardized testing purposes.**
- G. In the event a teacher is required to complete information on a student answer sheet for the purpose of standardized testing, such answer sheets shall be issued to the teacher three (3) work days prior to the beginning of such test, if permitted by state/local regulation.
- H. **In those instances where a handwritten progress report is used instead of a report card, teachers shall not be required to complete such progress reports**

sooner than two (2) work days prior to the designated day for report card distribution as indicated on the school system calendar.

#### ARTICLE 40 CALENDAR

- A. Prior to the adoption of a final calendar by the School Board, the Deputy Superintendent of Instruction, or designee, shall meet with a committee, including at least four (4) teachers, to make recommendations for such calendar. All teacher members of this committee shall be appointed by the Federation. The Federation President, or designee, may serve in lieu of one of such teacher members.\*
- B. The calendar committee's recommendation for a calendar shall include the equivalent of the following days:**
- 1. Elementary schools shall be scheduled for four and one-half (4½) staff development days, one (1) classroom set-up day, three (3) records days and one (1) parent conference day.**
  - 2. Middle and high schools shall be scheduled for four and one-half (4½) staff development days, one (1) classroom set-up day, one and one-half (1½) records days and one (1) parent conference day.**

**\*The school calendar for the 2010-11 school year has been developed and agreed upon during negotiations for this Agreement.**

#### ARTICLE 41 CLASS SIZE

- A. In establishing class size the Board shall be cognizant of Southern Association standards and other pertinent and compelling factors.
- B. The Board acknowledges the desirability of completing as soon as possible the adjustment in the number of students within each grouping of class periods or grade levels in order to achieve reasonably equal numbers among those teaching that subject, that period or elementary grade level. The Board shall likewise seek to equalize the numbers of students when assigning new students who enroll during the school year.
- C. The principal shall seek to finalize student schedules as promptly as feasible.
- D. Teachers shall be provided, to the extent such information is reasonably available, class rosters prior to the first student attendance day.

- E. In the high schools, the Board will make every effort to ensure there shall be a minimum of fifteen (15) students registered for a specific **general** education academic subject in order for the class to be made available to the students. This section does not apply to remedial and/or ACT preparation courses.

## ARTICLE 42 COMMENCEMENT

It is acknowledged that typically the educational process is enhanced by the attendance and/or participation of teachers in commencement exercises. It is likewise acknowledged that it is particularly desirable that teachers who have had instructional contact with the graduating students in their final year of attendance should participate in commencement. A teacher shall not be required to attend commencement exercises if there are a sufficient number of teachers who have volunteered to attend or participate.

## ARTICLE 43 DUTY FREE LUNCH

- A. The Board will provide all teachers with at least a thirty (30) minute duty-free lunch daily. Such duty-free lunch shall be a continuous period of time. Teachers must supervise for the safe and orderly movement of students to and from the cafeteria. This procedure should not be included in the thirty (30) minutes.
- B. Teachers shall be able to leave the school grounds during their duty-free lunch period using prescribed procedures for checking out and checking back into the building. The prescribed procedure shall be easily accessible for the teachers.
- C. On those days when students are not in attendance at lunch time (e.g. exam days, parent conference days, records day, etc.), teachers shall be given one (1) hour of duty-free lunch, provided this sub-section shall not apply if the teacher is not normally assigned a lunch period.
- D. In schools where teachers are required to teach both the morning and afternoon platoon sessions and where lunches are not served, teachers shall be given one (1) hour of duty-free lunch. Teachers who have their planning time scheduled during the hour between the platoons may have the option of using their thirty (30) minutes of the planning time for lunch when lunch is not served at the school, except where the needs of the school otherwise clearly require.

ARTICLE 44  
EXIT SURVEY

- A. **In accordance with state law and/or regulation, the Board shall conduct exit interviews with teachers who leave the school system.**
- B. **Based upon the annual results of the exit interviews, the Board shall consider strategies aimed at retaining certified teachers.**
- C. **Upon request, the Federation President shall be provided with the results from the exit interviews.**

ARTICLE 45  
FACULTY LOUNGE

- A. The Board shall continue to provide an area in each school designated as a faculty lounge. Faculty lounges shall receive regular custodial care and maintenance.
- B.
  - 1. Profits from vending machines shall be expended pursuant to a policy and procedure adopted by a majority vote of school employees. This vote shall be taken prior to the spending of any profits. A statement reflecting income and expenditures of the monies shall be posted in the teachers' lounge by the principal, or designee, no later than one (1) week after the close of the Fall semester and no later than one (1) week prior to the close of the Spring semester. The records of such dispositions shall be available for inspection by teachers at reasonable times and after the giving of reasonable notice of a desire to inspect.
  - 2. **Ninety (90) days prior to the expiration of the Board's contract with the current drink vendor, the Federation shall present the Board with the preference of the employees as to the type(s) of drink vending machines that will be available in the faculty lounges upon expiration of the current contract.**
- C. Students shall not have access to the Faculty Lounge.
- D. The faculty lounge shall not be used for classes, workshops and/or other activities during the normal teacher work day, unless no other feasible alternative exists.

ARTICLE 46  
FACULTY MEETINGS

- A. **Both parties understand that meetings of the entire faculty at a school or worksite either before or after the regular school day are essential at times in order for the administration to disseminate information teachers must have and for which they are accountable. Such information may consist, without limitations, of new policies, procedures, methods or protocols. Both parties also agree that unnecessary faculty meetings should not be called.**
- B. **The following shall apply in regard to the scheduling of faculty meetings:**
1. **Not more than eight (8) meetings scheduled for the entire faculty will be scheduled to discuss administrative matters outside of regular school hours during the school year. Faculty meetings shall not be conducted in those months in which parent conference days are scheduled.**
  2. **Faculty meetings as contemplated by this provision shall not include faculty studies, SACS meetings, meetings required by BESE, by law, by Bulletin 741 or meetings necessitated by an emergency. However, meetings such as these will be kept to a minimum. To the extent possible, committee, grade level and department meetings will be held in lieu of faculty meetings.**
  3. **“Emergency” is defined for the purposes of this Section to mean a sudden, unavoidable occurrence requiring immediate action.**
  4. **A teacher’s attendance at any faculty meeting may be waived by the principal for good cause.**
  5. **At least three (3) school days advance notice of faculty meetings shall be given whenever possible. Additionally, the principal will consider any preferences expressed by teachers regarding the days of the week or dates on which faculty meetings will be scheduled.**
  6. **Faculty meetings as contemplated by this Section shall not be scheduled to exceed sixty (60) minutes in duration.**

ARTICLE 47  
HEALTH AND SAFETY

- A. 1. **The Board shall take no action which clearly endangers the health or safety of teachers, provided this shall not be construed as in any manner**

or degree to delimit or diminish the overriding responsibility of teachers to assure the safety and well being of students.

2. The Board shares with the Federation the objectives to maximize security for all students and employees in the schools.
    - a. The Board and the Federation acknowledge the importance of recognition of early warning signs of school violence.
    - b. The principal or building administrator shall make readily available to all teachers the crisis plan developed to deal with the violent behavior or threat thereof at that school or building, and shall periodically provide for the review of such crisis plan.
  3. Nothing herein shall preclude a determination by an employee to respond to a perceived threat by contacting the police or other authorities, or to pursue charges where warranted. The teacher shall advise the principal, or designee, if the police or other authorities are called.
- B. Unless there are extenuating circumstances, teachers shall have access to prepare and set up their classrooms no later than the fifth (5<sup>th</sup>) weekday prior to the first (1<sup>st</sup>) teacher workday.**
- C.**
1. In the event that a teacher is exposed to a student's bodily fluids, the teacher shall have the right to request that the Board require the parent/guardian of the student to have the student tested for communicable diseases which shall include but not be limited to HIV/AIDS, Hepatitis B and Hepatitis C.
  2. In the event that a teacher has his skin broken by a student, including but not limited to biting, if permitted by law, the Board shall require the parent/guardian of the student to have the student tested for communicable diseases, including but not limited to HIV/AIDS, Hepatitis B and Hepatitis C.
  3. If known and not prohibited by law, a teacher shall be notified when a student assigned to his class has HIV/AIDS.
- D.** A teacher who has supervisory duties involving a student with a communicable disease(s) shall be notified of such.
- E.** The teacher shall be provided with a copy of the First Report of Injury.
- F.** A student who **becomes ill** during the school day and **whose return to class would be detrimental to the health and safety of the student and/or others as determined by the principal** shall not be returned to his classroom.

- G. The Board shall provide hepatitis vaccinations to consenting teachers who have been identified to be in such situations where prevention is paramount.
- H. Any medical examination required by the Board as a condition of continued employment, except as a condition of return to employment from a medical leave of absence, shall be paid for by the Board. The Board shall reimburse teachers for any medical tests required by the Board because of exposure to any contagious disease or infestation at school.
- I. The Board acknowledges its responsibility to provide requisite vaccination pursuant to law or any regulation for teachers regularly exposed to blood pathogens from students and/or other employees.
- J. An employee required to take a drug screening test shall be notified of the results within two (2) working days of receipt of such results.

#### ARTICLE 48

##### INTERNAL MAIL SERVICE

- A. The Board shall provide internal mail service to all work sites, excluding Grand Isle, on a daily basis.
- B. The Board shall provide pertinent information, including but not limited to the cafeteria plan, hospitalization and job advertisements, to those **Jefferson Parish Public School System** teachers who are based in private and parochial schools.

#### ARTICLE 49

##### LOSS OR DAMAGE TO PERSONAL PROPERTY

- A. The Board agrees as limited herein to reimburse teachers who suffer damage to their clothing (including eyeglasses) and/or to their automobiles, if such damage occurs during the performance of their duties and where such damage is in no way attributed to or occasioned by the negligence of the affected teacher. This Article shall not be applicable in any instance where the teacher was not acting in consonance with Board policy or rules or administrative direction, or where the teacher cannot demonstrate, in the case of an automobile, that the damage occurred on school property.
- B. The Board shall reimburse the teacher in the full amount of uninsured losses not to exceed two hundred fifty dollars (\$250.00). The Board shall further reimburse the affected teacher in an amount not to exceed five hundred dollars (\$500.00) of the uninsured losses (including the aforementioned two hundred fifty dollars (\$250.00) of actual losses) during the same period, subject to the further

conditions hereinafter set forth. Claims for reimbursement shall be submitted within ninety (90) days of the occurrence and shall be processed as promptly as feasible, but in no event less frequently than within forty (40) days following submission.

- C. All payments for the above shall be made from a special Damage Fund to be created and to be administered by three (3) employees of the Board, one (1) of whom shall be appointed by the Federation President, or designee, and the other two (2) by the Superintendent, or designee. On the first of each calendar month, the Board shall deposit the sum of two thousand dollars (\$2,000.00) in such Fund. This money shall be maintained in an interest bearing account provided no deposit need be made if such would result in a final balance in excess of fifteen thousand dollars (\$15,000.00). However, should the fund balance fall below five thousand dollars (\$5,000.00) the Board shall promptly contribute an amount to maintain such minimum balance.
- D. A teacher shall be reimbursed the actual cost of the uninsured loss protected herein not to exceed two hundred fifty dollars (\$250.00) during the school year. Such reimbursement shall be paid within thirty (30) calendar days following ascertainment of eligibility therefor by the Fund's administrators. If at any time there shall be insufficient monies in the Fund to make such payments, the Board shall advance the same by accelerating its scheduled deposits to the Fund. If at the end of the fiscal year there shall be monies remaining in the Fund, teachers with claims that have not been fully satisfied, i.e., claims of uninsured losses of more than two hundred fifty dollars (\$250.00) up to five hundred dollars (\$500.00), such claims shall be satisfied. If there are insufficient monies to satisfy all such claims, then such claims shall be reimbursed on a pro-rata basis based upon the percentage derived by dividing the total number of dollars available at the end of the fiscal year by the total claims. Any monies remaining after the payment of all valid claims shall be disbursed or distributed as the parties shall agree, and in the absence of such agreement shall be deposited in the JFT Health and Welfare Fund.
- E. The Fund administrators shall receive no salary or stipend, but any direct expenses borne by the Fund shall be deducted therefrom. The Fund administrators shall maintain a record of all claims paid and all claims denied, and the reasons therefor.

## ARTICLE 50 OPEN HOUSE

- A. Teachers shall be given three (3) days advance notice of the date and time of the annual Open House.

- B. Teachers shall not be required to attend the additional Open House adopted by Board resolution on February 4, 1998. Such participation shall be voluntary.

## ARTICLE 51

### PARENT CONFERENCES

- A. The parties acknowledge the general appropriateness of parent/teacher conferences which do not unduly intercede upon instructional time or other teacher responsibilities.
- B. **Effective with the 2010-11 school year, the Board may set aside a school day or days, or any part thereof, on which students are not in attendance for parent/teacher conferences. The length of a parent/teacher conference day will be the same as that for a normal teacher work day; however, the starting and ending times will be changed in an effort to accommodate working parents but the ending time shall be no later than 7:45 p.m.**
- C. **Teachers may be required to meet with a parent or guardian at a reasonable pre-scheduled time and on a day not specifically set aside for parent/teacher conferences when in the interest of the student. A teacher shall not be required to attend a parent conference during his duty free lunch.**
- D. **The principal, or designee, may allow a parent to observe his child's class provided the teacher consents. The teacher may allow a parent to observe his child's class with the approval of the principal.**

## ARTICLE 52

### PART-TIME EMPLOYMENT

- A. Teachers who have been employed full-time by the Board for more than one (1) year shall have the right to apply for **part-time** employment. The application shall be accompanied by a plan or schedule describing exactly the proposed employment plan, including (but not limited to) how and by whom the requirements of the position (if any) now being performed by the applicant are to be met. The granting or denial of such application shall be at the sole discretion of the Board and shall be non-precedential. **Part-time** employment may be renewed subject to all of the conditions of this Article, but no application shall be granted to extend beyond one (1) school year.
- B. In cases where seniority involving a teacher on **part-time** employment becomes a factor in a transfer or a reduction-in-force the definition of "seniority" contained in Article 4 shall apply with "base salary" interpreted to mean actual income exclusive of PIP, extra-curricular or other stipends.

- C. Teachers on **part-time** employment shall receive salary and benefits on a pro-rata basis except as otherwise specifically provided herein. Teachers who work fifty percent (50%) or more of the school year shall accrue one-half (1/2) year salary schedule advancement for each year.
- D. Teachers shall be informed of the rules and regulations regarding eligibility in the State of Louisiana Office of Group Benefits Program and the Teachers' Retirement System of Louisiana by the **Assistant Superintendent of Human Resources**, or designee, prior to approval.
- E. Sick leave shall accumulate at one-half (1/2) the normal rate. The teacher on **part-time** employment shall be credited with ten (10) half days to use for personal illness and/or emergency leave.
- F. Teachers who work fifty percent (50%) or more of a school year shall earn one (1) semester credit toward sabbatical leave for each year of **part-time** employment.
- G. **Teachers who are employed in accordance with the provisions of this Article shall not be eligible for the perfect attendance stipend.**

#### ARTICLE 53 PLANNING TIME

- A. Every teacher in middle and high schools shall be scheduled for a daily uninterrupted planning period. This period of time shall be equivalent to the length of the student's class period on the day preparation time is scheduled. This planning period shall be duty free except if circumstances clearly make it unreasonable and no other feasible alternatives exist to rectify the problem. If such circumstances exist, the principal and the Federation Building Committee shall meet and attempt to develop an equitable distribution of duty. At this meeting, the distribution of all duties on an equitable basis shall be included in the discussion with every consideration given to teachers' requests and the needs of the school. Matters to be discussed and considered at the meeting shall include:
  - 1. limiting the total amount of teacher duties (all-inclusive) to a maximum number of minutes per week;
  - 2. permanent duty assignments in exchange for relief from other duties and/or responsibilities;

3. exceptional cases wherein duties are associated with an individual teacher's assignment and are not common to all teachers and the overall needs of the school;
4. adequate teacher supervision in halls during change of class;
5. reduction in amount of student movement during class time;
6. piloting a duty schedule for a nine (9) week period provided that if such schedule does not resolve the problem such meeting shall be reconvened for additional discussion.

If an agreement cannot be reached, the principal, Federation Building Committee and the **Assistant Superintendent of Human Resources**, or designee, shall meet. If agreement is still not reached, the principal shall assign duty.

- B.
  1. Every elementary teacher shall be scheduled for no less than two hundred twenty (220) minutes of planning time during the student week except when the student day or the student week has been shortened. This planning time shall be duty free except if circumstances clearly make it unreasonable.
  2. Elementary physical education teachers shall bring and/or retrieve those students who are scheduled for physical education immediately preceding and/or following lunch.
- C. During the overall time-frame when standardized tests are being administered, planning time shall be distributed equitably.
- D. With the consent of the principal, or designee, a teacher may leave the school site during such planning time, provided that such consent shall not be arbitrarily denied.
- E.
  1. This Article shall not be applicable to teachers assigned to buildings described in **Article 4. J. 4.** of this Agreement or to teachers who for particular circumstances are not readily relieved of their responsibilities of supervising students during the entire school day, provided the Board shall seek to provide adequate planning time for such teachers.
  2. The principal shall make every effort to provide adequate planning time for special education teachers during the student week except when the student day or the student week has been shortened. This planning time shall be duty free except if circumstances clearly make it unreasonable. Reasonable accommodations will be made to serve the needs of special education students who require maximum supervision throughout the school day.

- F.
  - 1. Planning time shall **be used judiciously and appropriately and may include but not be limited to collaborative planning, grade level/departmental meetings, professional development (i.e. Kagan, IBO and WOW/Schlechty) and study groups.**
  - 2. Typically, parent conferences shall be scheduled by the teacher.
  - 3. **Except as an emergency may otherwise require, teachers shall be notified in writing of any meeting, as outlined above, to be held during their planning time in any given school week no later than the close of school on the second to last work day preceding that week. The written notification shall advise the teacher of the purpose of the meeting.**
  - 4. **Teachers shall be dismissed at the conclusion of the meeting.**
- G. This planning time shall be scheduled during the student day and where feasible such planning time shall be in blocks of time of reasonable duration.

#### ARTICLE 54 PUBLIC ADDRESS SYSTEM

- A. Except when the needs of the school otherwise clearly require, the public address system will be used only at two (2) regularly established times each day for schoolwide announcements.
- B. The public address system shall not be used to evaluate teachers without the knowledge and consent of the teacher.
- C. To the extent financially and physically feasible, the public address system shall be maintained in working order.

#### ARTICLE 55 RECORDING DEVICES

- A. Except as authorized by law, mechanical/electronic recording devices shall not be used in a teacher's class, unless the teacher, with the knowledge and consent of the appropriate administrator, has granted permission. Such permission shall be non-precedential.
- B. A teacher shall have the right to refuse to conduct a parental conference in the event the parent wishes to record such conference through the use of a mechanical/electronic device.

- C. Mechanical/electronic devices, recording or otherwise, may be used by a principal, or designee, when observing and/or evaluating a teacher's class, when mutually agreed upon at a pre-observation conference.
- D. The principal, or designee, shall not use any recording device in conferences with the teacher unless the teacher has been given the option of using his own recording device. If the teacher requested the latter, the teacher shall be given at least three (3) hours to secure a recording device or provided with an audio recorder.
- E. The teacher may use a mechanical/electronic recording device in his class provided the students are aware that such device is being used or such use is authorized by law.

#### ARTICLE 56 RECORDING TEACHER ATTENDANCE

- A. In developing procedures for recording attendance and timeliness of arrival of teachers, the Board agrees that such shall not include the use of mechanical devices.
- B. In recording daily attendance, the school-based teacher shall place only his initials on the appropriate attendance roster. The Board and the Federation agree that the timely arrival of teachers and faculty members and the accurate recording of such is of paramount importance in the implementation of an efficient and effective system of public education in Jefferson Parish. To that end, the Federation urges all members of the bargaining unit to make every effort to arrive timely and accurately record their arrival at their respective work sites and to fully understand the policies and procedures regarding their failure to arrive in a timely fashion and the consequences associated with such as denoted in the **Jefferson Parish Public School System Human Resources Policy Manual**.
- C. **The Board shall develop a procedure for recording the untimely arrival of teachers in a separate location from the regular daily sign-in form.**

#### ARTICLE 57 RELIEF FROM NON-PROFESSIONAL DUTIES

- A. Teachers shall not be required to perform the following non-professional duties:
  - 1. Engage in the searches for the purpose of locating explosive devices

2. Participate in the physical inspection of students to determine the presence of health hazards or weapons
  3. Participate in any fund-raising activity when they are not on duty for the school. The parties agree that instructional time shall not be used by any teacher or scheduled by any administrator for fund-raising activities with the exception that such activities may take place during regularly prescribed homeroom periods
  4. Collect lunch money
  5. Schedule students, except in unusual and compelling circumstances
  6. Secure and/or unsecure students in car seats and/or seat belts
  7. Dispense medicine to students **except for those teachers specially trained in accordance with the law who accept such responsibility**
  8. Transport students in their personal vehicles.
  9. Contribute funds to any activity except as required by law
  10. Purchase school identification badges
  11. Contact parents/guardians of students who do not return interim reports
  12. Contact parents/guardians of students who are absent from or tardy to school
  13. **Organize the information/records in students' cum folders**
  14. **Issue receipts to students for amounts less than five dollars (\$5.00)**
- B.
1. The Board acknowledges that profits generated from fund-raising activities are most appropriately to be utilized for the purpose(s) described in such fund-raising activity.
  2. All funds which remain in an activity account at the end of the fiscal year shall be carried over to the following fiscal year and maintained in that activity account for those approved activities of the co-curricular and/or extra-curricular organizations except as such activities require no future funding or the emergency needs of the school otherwise clearly dictate. If any such funds are not carried over to the following fiscal year because the emergency needs of the school otherwise clearly dictate, a pro-rata adjustment of all such activity accounts shall be made.

- C.
  - 1. The principal and the Federation Building Committee shall meet and seek to develop equitable distribution of duty. If an agreement cannot be reached, the principal, Federation Building Committee and the **Assistant Superintendent of Human Resources**, or designee, shall meet. If an agreement is still not reached, the principal shall assign duty.
  - 2.
    - a. In the event a bus(es) is/are delayed in picking up students from the school site, the immediate supervisor shall secure a sufficient number of volunteers to supervise the students. If volunteers are not secured, the administration shall assign a sufficient number of teachers to supervise the students until the bus arrives. All other teachers on bus duty shall be allowed to leave. After a majority of buses have left, no more than one (1) teacher per later bus shall be required to remain on duty. The principal or designated administrator shall remain on the school campus as long as a teacher is on bus duty.
    - b. Teachers assigned to after school bus duty shall not be required to stay longer than thirty (30) minutes after student dismissal.**
- D. Teachers shall not be required to submit student information lists, including but not limited to eligibility for accelerated classes, programs, honor roll, perfect attendance, etc. any sooner than four (4) days after the end of the first, second and third marking periods and no sooner than five (5) days prior to the conclusion of the fourth marking period.
- E. When a feasible alternative exists, as determined by the principal, teachers shall not be required to complete certificates, including but not limited to perfect attendance, honor roll, etc. Such determination by the principal shall not be arbitrary or capricious.
- F. **Teachers shall only be required to complete forms that are required by law and/or Board policy and/or to comply with or implement such law and/or Board policy.**

## ARTICLE 58 RESTROOMS

Adult restrooms (except those in private offices) shall not be closed to teachers. Adult restrooms shall not be closed and used for storage purposes.

ARTICLE 59  
SCHOOL BUSES

All teachers may ride school buses to and from school if they so desire and where space is available.

ARTICLE 60  
SCHOOL DAY

- A. All teachers in **all schools who are not serving duty must report ten (10) minutes before the beginning of the school day and** may leave no sooner than five (5) minutes after the close of the school day.
- B. As used in this Article, "school day" shall mean the regular student attendance hours, regardless of whether students are present.
- C. During the life of this Agreement the length of the school day shall not exceed that of the 1998-99 school year unless so required by State regulation or law.

ARTICLE 61  
**SCHOOL EMERGENCY PROCEDURES AND EMERGENCY SCHOOL DISMISSAL**

- A. **The parties understand and agree that administrators and teachers have certain duties and responsibilities for their own safety and security and for that of their fellow employees and students.**
- B. **In the event it is necessary to evacuate a school or worksite building(s) during the normal work day, teachers shall be responsible for evacuating students from such building(s) when so directed by the principal, or designee.**
- C. Teachers shall not be required to engage in searches for the purpose of locating explosive devices.
- D. Teachers will reasonably cooperate with officials in identifying atypical factors which may be present in the school environment and otherwise as long as such does not endanger the teachers.
- E. 1. **In the event students must remain on campus after an emergency dismissal to await pick-up or transportation elsewhere, the principal, or designee, may ask for a sufficient number of volunteers to supervise such students. If a sufficient number of teachers do not volunteer, the principal, or designee, will assign a sufficient number of teachers to supervise the students.**

2. **In the event that a disaster or emergency occurs which requires the students to remain on the school site, beyond the normal teacher work day, teachers who are required to stay at the school site in order to supervise the remaining students, shall be compensated in accordance with state law.**
- F. **A teacher shall be responsible for carrying out any duties he may have under his school's crisis prevention plan. Nothing in this Section shall be construed as diminishing a teacher's responsibility to exercise reasonable supervision of students in his charge.**
- G. If a disaster shall occur or be imminently threatened impelling the Superintendent, or designee, or the principal, or designee, to close school(s) or to direct teachers at such school(s), in whole or in part, to leave the premises of such school(s), teachers so affected shall not suffer any loss of pay or other benefits, provided the foregoing shall not affect the right of the Board to reschedule or reassign teachers in order to cope with such disasters.
- H. If such days are to be rescheduled, the principal shall solicit the preferences of teachers as to the dates and times, and thereafter meet with the Federation Building Committee at its request to determine such rescheduling. If such cannot be mutually agreed upon, the principal shall prescribe the dates and times of such rescheduling.

## ARTICLE 62 TEACHERS AS SUBSTITUTES

- A. 1. **A teacher who requires a substitute shall be responsible for scheduling a substitute through the Board approved substitute provider.**
2. A substitute obtained by a teacher shall not be reassigned by the principal, or designee, to another absent teacher's class or duties.
  3. Substitutes hired shall assume the absent teacher's schedule assuming all classes and non-teaching duties.
- B. A teacher shall notify **the Board approved substitute provider and** the principal, or designee, at least sixty (60) minutes prior to the onset of the normal teacher workday. **The principal, or designee, shall provide the teacher with the preferred method of notifying the principal, or designee, of such absence.**

- C. **A teacher shall maintain an up-to-date emergency substitute folder. Such folder shall contain no more than three (3) days of sufficient and applicable assignments for the students.**
- D. **Due to a sudden illness or emergency, if a teacher is late to work or must leave work unexpectedly, the principal, or designee, shall arrange to have the teacher's classes supervised.**
- E. 1. a. **If a teacher is assigned during his planning period to supervise an absent teacher's academic class, the teacher so assigned shall be compensated at a rate of eight dollars and seventy-five cents (\$8.75) for each thirty (30) minutes or less of supervision, provided the duration of the period of supervision is at least twelve (12) minutes.**
- b. **Elementary principals shall continue to make the sole decision on substitution solutions when elementary teacher substitutes are not available. Elementary principals shall employ decisions based on the safety and the integrity of academic instruction of the students by utilizing the following substitution recommendations. Every effort shall be made by the elementary principals to utilize these recommendations in the priority listed.**
- (1) **Elementary principals shall make every effort to assign elementary teachers to supervise absent teachers' academic classes during their planning periods. Elementary teachers so assigned shall be compensated as described in this Section.**
- (2) (a) **In the event the elementary principal is unable to schedule the supervision of the absent teachers' academic classes in the manner denoted in Section b. (1) above, then the elementary principal shall make every effort in scheduling such assignments by implementing a plan that would prevent the students from being disbursed to other academic teachers during their regular instructional periods. Such plan shall include but shall not be limited to adjustments to non-homeroom teachers' schedules, rescheduling of physical education classes and or rescheduling of other teaching personnel. Elementary teachers so assigned shall be compensated as described in this Section.**



- G. If one (1) of the teachers in an inclusion class is absent, the teacher in attendance shall be compensated in accordance with Section E. above if a substitute is not hired for the absent teacher. **For the purposes of this Section, inclusion shall include but shall not be limited to special education and ESL.**
- H.
1. When a counselor is absent for an extended period of time, every effort shall be made to obtain a substitute counselor to assume all of the duties and responsibilities of the absent counselor.
  2. **In the event a substitute counselor is not employed, the other counselor(s) at the school shall assume the duties and responsibilities of the absent counselor. The counselor(s) shall be compensated at a rate of seventeen dollars and fifty cents (\$17.50) per hour.**
  3. **For the purposes of this Section, “extended period of time” shall be defined as ten (10) work days.**
- I. **When a teacher shortage occurs in the secondary schools and such is verified and agreed upon by the Assistant Superintendent of Human Resources and the Federation President, the following procedure shall be utilized to fill such vacancies for the balance of the semester or until such time that permanent teachers are employed to fill the vacancies.**
1. **Upon verification of a vacancy at a school, the principal, with the approval of the Assistant Superintendent of Human Resources, shall solicit volunteers at the affected school from among those teachers who are certified in the subject area in which the vacancy exists.**
  2. **The certified teacher selected, from among those who volunteered, shall teach the vacant class during his regularly established planning period, for the balance of the semester or until such time that a permanent teacher is employed.**
  3. a. **The teacher who accepts the teaching assignment during his planning period shall be compensated for accepting such position. Such compensation shall be based upon the teacher’s daily rate of pay. The teacher’s daily rate of pay shall be divided by seven, the number of work hours per day, to determine his hourly rate of pay. The teacher shall receive his hourly rate of pay for a sixty (60) minute period or his hourly rate of pay times one and one-half (1½) for a ninety-minute period.**



honors curriculum is adhered to as promulgated in guidelines distributed by the Division of Instruction.

- F.
  - 1. Teachers shall be permitted to take manuals home for the summer to prepare for the next school year, provided the teacher has signed out for such **manuals** and assumes the responsibility for such manuals, and will promptly return them upon request.
  - 2. **Newly employed teachers or teachers who have been transferred to a new school shall have access to manuals and allowed to take them home to prepare for the upcoming school year. Access shall be granted upon the principal's return to school for the upcoming school year. The teacher allowed to take such manuals home shall sign out for such manuals and will assume responsibility for such manuals and will promptly return them upon request.**
- G. **The school's master schedule shall be made available for review by teachers no later than the eleventh (11<sup>th</sup>) student attendance day at the beginning of the first and second semesters of each school year.**
- H. **A teacher shall have no right to grieve a teaching assignment unless he grieves that such assignment was made for punitive reasons or for improper motive; however, any grievance contending that a teaching assignment was punitive or for improper motive shall state specific, factual reasons in support of this contention.**
- I.
  - 1. The Board shall make a reasonable effort to avoid the consistent assignment of low-ability students and students with properly documented consistent discipline problems to the same teacher when alternatives are available to adequately meet the needs of students.
  - 2. The Board shall make every effort to avoid assigning a student(s) who failed a teacher's class to the same teacher for the following school year and/or semester.

#### ARTICLE 64

#### TELEPHONE FACILITIES

- A. School phones shall be reasonably available to teachers to conduct necessary business. **Teachers may** use school telephones for personal **calls when not on duty provided the use** does not interfere with school business.
- B. At least one (1) school telephone shall be available for teachers in the faculty lounge **or some other appropriate location.**

- C. Every effort shall be made to immediately relay emergency telephone messages to teachers. Other messages shall be placed in the teacher's mailbox as soon as **practical**.
- D. On large school sites with multiple buildings, every consideration shall be given to making a telephone available for teacher use in a location reasonably accessible to all classrooms. All such telephones shall have the capacity of dialing 911 for emergencies except as otherwise specifically approved by the Regional Assistant Superintendent, or designee.

#### ARTICLE 65

##### **ACADEMIC/BEHAVIORAL INTERVENTION TEAM**

- A. The Chairperson of the **Academic/Behavioral Intervention Team (A/BIT)** must be **an administrator**.
- B. Members of the **Academic/Behavioral Intervention Team (A/BIT)** shall make every effort to establish their meeting times/dates upon mutual agreement.
- C. **The Board shall seek ways to reduce the workload of the general education teachers as to the collection and reporting of data including but not limited to PROBES, DIBELS and academic/behavioral interventions.**

#### ARTICLE 66

##### ACTIVITY COORDINATOR

- A. The Activity Coordinator, if any, shall be appointed by the principal. Such appointment shall be made from a list of recommendation(s) made by class/club sponsors who will have a direct working relationship with the Activity Coordinator. (If the principal requests, the list shall consist of at least three (3) names.) Such appointment and recommendation(s) shall take into consideration prior expression of interest of such service and an assessment of the abilities of the person(s) expressing such interest to perform the requisite duties. After the principal has notified the sponsors of the upcoming appointment, the sponsors shall have ten (10) work days to submit their recommendation(s) for the position.
- B. A reasonable effort shall be made at senior high schools to relieve Activity Coordinators of homeroom duty and, where justified by the extensiveness of the coordinator's activities, from non-professional duties from which they can be spared.

ARTICLE 67  
ADAPTED PHYSICAL EDUCATION

- A. Adapted physical education teachers shall be based in the **Special Programs Department**.
- B. The Coordinator of Adapted Physical Education shall make available to each adapted physical education teacher a form as designated in the Adapted Physical Education policy manual on which the teacher may state a request for their school(s) and/or case load(s) for the following school year. Such forms shall be made available prior to the close of the school year.
- C.
  - 1. Adapted physical education teachers shall have the right to request their schools, case loads and/or appraisal personnel positions from those presently assigned or change one or more of their schools. Any schools, case loads and/or appraisal personnel positions not originally requested shall be placed on a list from which adapted physical education teachers may request the balance of their case load by seniority, needs of the school(s) and geographic location. Such selection shall take place at the close of the school year or at the beginning of the next school year, as determined by a majority vote of all adapted physical education teachers. **However, in the event of extenuating circumstances which would require the selection of case loads to occur at a time different than that determined by the adapted physical education teachers, such decision shall be made by the Assistant Superintendent of Special Programs.**
  - 2. **An adapted physical education teacher with student evaluation responsibilities will have a reduced case load in accord with his scheduled testing time.**
  - 3. **An adapted physical education teacher who assumes increased responsibilities (e.g., Department Heads and Special Olympics Coordinator) will have a slightly reduced case load.**
- D. Vacancies which exist in adapted physical education shall be advertised.
- E. Adapted physical education positions which become vacant after the transfer procedure shall be advertised. Any person appointed after the transfer procedure to fill these positions shall remain for the balance of the school year. These positions shall be posted as vacant positions.
- F. Every effort shall be made to keep adapted physical education teachers in their present school **and regional** settings. **Adapted physical education teachers' assignments may be at the Eastbank Region or the Westbank Region according to vacancies and need for equalization. When hired after the**

**start of the school year, the assigned bank may not be permanent since adapted physical education teachers with seniority may opt to move from one region office to another at the start of the next school year. At the start of the school year, movement by the administration according to seniority may also be necessary for the purposes of equalization.**

- G. The Board acknowledges the desirability of seeking to assign adapted physical education teachers' case loads equitably. The case loads shall be reviewed at the end of each **marking period** with the objective of maximizing the equitable distribution of such loads, where feasible.
- H. When adapted physical education teachers return from sabbatical leave, they shall have the right to return to the same schools they were assigned to before the sabbatical leave, if a need still exists for adapted physical education teachers at such schools and such is otherwise fully compatible with the scheduling of all adapted physical education teachers.
- I. Where feasible, adapted physical education teachers shall be provided with adequate equipment and storage space and an appropriate classroom or large enclosed area in order to provide a safe, structured, secure environment to meet the individual needs of the students.
- J.
  - 1. When a long term absence is anticipated or following the tenth (10th) consecutive day of absence by an adapted physical education teacher, the following procedures shall be implemented:
    - a. Whenever possible, certified/licensed personnel will be hired as a substitute and assume all case load duties of the absent teacher.
    - b. If a non-certified substitute can appropriately deliver services, that substitute will deliver instructional services only and other responsibilities (evaluations, I.E.P.s) will be equitably distributed among appropriately certified/licensed personnel.
    - c. If a non-certified substitute cannot fulfill job responsibilities and a certified/licensed substitute cannot be hired, the case load will be equitably distributed among others appropriately certified/licensed personnel.
  - 2. In the event that a substitute is not hired and the vacancy case load is equitably distributed among several adapted physical education teachers, the following procedures shall be implemented:
    - a. The affected adapted physical education teachers shall have their regularly assigned level of services diminished so that their

instructional period and/or day is not increased and be compensated in accordance with Article 62.

- b. The vacancy case load shall be equitably distributed so that the affected adapted physical education teachers' case loads shall be in accordance with federal and/or state regulations.
  - c. The Coordinator of Adapted Physical Education shall seek volunteers to assume a portion of the vacancy case load. Should no volunteers be available, the Coordinator of Adapted Physical Education shall assign qualified available teachers on a rotating basis, the intention being to equalize such assignments as nearly as feasible.
- K. A reasonable amount of time shall be scheduled for travel.
- L. Adapted physical education teachers shall be invited to attend the component of the I.E.P. meeting pertaining to the special education students assigned to their classes.

#### ARTICLE 68 BAND DIRECTORS

The Band Director shall determine and coordinate all activities of the band, **including Mardi Gras parades**, with the approval of the principal, or designee.

#### ARTICLE 69 COACHES

- A. The following timelines/procedures shall be followed in the selection of coaches when a vacancy occurs:
- 1. The principal shall inform the Administrator for Athletics, Physical Education and Health who shall advertise the coaching vacancy for a maximum of seven (7) work days in all schools and outside the school system. The interviews shall be scheduled no later than three (3) work days after the close of the application procedure. The interview process shall not take longer than two (2) work days.
  - 2. Bargaining unit employees shall choose the date and time of their interview according to the timelines established in subsection A. 1. above. Current employment in the school system shall serve as a determining factor in the selection of a new coach.

3. Should the principal choose to fill a vacant coaching position with a coach who has applied and is currently on the home base school staff, the principal may bypass subsection A. 1. above.
- B.
1. The Board shall guarantee above the formula certain head coaching positions (named below) in the middle **and** high schools. These coaching positions shall be maintained even if there are no available teaching assignments in the school where the coach has been assigned coaching duties, provided that such head coaches shall serve as permanent substitutes if they do not fit into the schedule. Such head coaches serving as permanent substitutes shall be utilized on a daily basis prior to other substitutes being hired.

Football  
Volleyball  
Basketball

2. The Board shall also guarantee above the formula the following head coaching positions:

HIGH SCHOOLS

Boys Baseball	Girls Softball
Boys Trainer/First Responder	Girls Trainer/First Responder
Boys Track	Girls Track

MIDDLE SCHOOLS

Total of four (4) head coaching positions designated by the principal.

Each teaching position will be guaranteed only if the affected coach is assigned a full teaching schedule for which he is certified at the school which he coaches or is assigned in the elementary physical education program for which he is certified (including "TAT" certificate **and/or Practitioners License**), to a maximum of eight (8) coaches in each high school.

The Board shall have the right to assign coaches to elementary physical education schedules if such coaches are certified for such positions. Any coach who is eligible for the guaranteed category shall be required to coach a second major sport as a head or assistant coach. Other teachers at the same school who are certified to teach physical education may volunteer, in order of seniority, to move into the elementary physical education position, provided such transfer does not create a vacancy which cannot be filled by a teacher within the school. Such volunteers shall submit a request to so do in writing to the appropriate high school **or** middle school principal. Such voluntary transfer/reassignment shall be with the approval of the principal.

3. Elementary schools in close proximity to the coach's home base school shall be formed into clusters. For the purpose of this Article these cluster schools shall be established by mutual agreement between the **Assistant Superintendent of Human Resources**, or designee, and the Federation President, or designee.
  4. Coaches currently assigned as an itinerant elementary P.E. teacher shall maintain their current assignment as long as their assigned school(s) are in their home base school's elementary school cluster. In the event that a coach transfers his coaching assignment to a school outside of the cluster, the coach will be allowed to maintain his previous elementary assignment provided there is consent among the coach, the head coach of the affected sport, and the elementary and high school principals.
  5. Should a vacancy exist in the elementary school cluster, coaches currently assigned to that cluster may volunteer to transfer into the vacancy.
  6. At the close of each school year, prior to the transfer procedure, itinerant elementary physical education teachers shall have the right to request their elementary schools from those presently assigned, if within their home based school cluster, or change one or more of their schools. Any schools not originally requested shall be placed on a list from which itinerant elementary physical education teachers may request the balance of their school(s) by seniority.
  7. Itinerant elementary P.E. positions shall be filled with coaches who are compensated and appointed by the Board prior to soliciting volunteers for the itinerant elementary P.E. program.
- C. Coaching positions not in the guaranteed category nor filled by members of the school's staff shall be filled by members of other school faculties on an itinerant basis with early release from their assigned schools accomplished by scheduling planning periods the last period of the day, provided this Section shall not apply if the appointment is made after August 1st and such early release would create a significant scheduling problem.
- D. Itinerant coaches shall be assigned to teach at school(s) within close proximity of their coaching assignments.
- E. Coaches shall not be required to serve those duties which would conflict with their assigned coaching responsibilities.
- F. This Article shall be in effect relative to the relationship between the involuntary transfer of teachers and the assignment of coaches.

- G. Teachers who are presently coaching shall not be denied reappointment to the coaching assignment without written notification provided the foregoing shall not imply that any such assignment may not be discontinued within the discretion of the Board. Such **written** notification shall include a statement of reason(s) not to reappoint **and shall be given to the coach within fifteen (15) work days after the end of the season. If such notification is not given, the coach will be considered as tentatively reappointed. This tentative reappointment shall become official** if not revoked by July 1 **for just cause.**
- H. **A teacher/coach who is not reappointed shall have the right to appeal his lack of reappointment to the Assistant Superintendent of Human Resources. This appeal right must be exercised by making a written request for a meeting with the Assistant Superintendent of Human Resources within fifteen (15) calendar days or ten (10) work days, whichever is lesser, from the day the teacher/coach receives notice of non-reappointment.**
- I. Every consideration shall be given to coaches' input in establishing guidelines for administering the athletic program in middle schools.
- J. Itinerant coaches shall be permitted to apply for additional coaching positions at any school to which assigned (as a coach).
- K. 1. a. The work day for itinerant coaches/secondary P.E. certified teachers who teach in the elementary P.E. program shall begin at the same time as the teachers regularly assigned to the elementary school. Such coaches shall not be guaranteed planning time within the confines of their work day at the assigned elementary school.
- b. (1) During the coach's sport season(s), including one (1) week at the conclusion of their respective regular and/or post season, the coach shall be dismissed from the elementary school at two o'clock (2:00) p.m. to return to their assigned secondary base school.
- (2) **A football coach who is assigned to the elementary P. E. program and coaches at a high school that is scheduled to play an away football game at a location which warrants early dismissal as determined by the Director of Athletics shall be dismissed from the elementary school at twelve o'clock (12:00) p.m. on those days.**
- c. When the coach's sport is not in season, the coach shall remain at the elementary school and shall be dismissed at the dismissal time of the assigned elementary school. The coach shall not be

required to return to the assigned secondary base school at the end of their workday.

2. Scheduling conflicts shall be resolved through mutual agreement between the principals of the elementary and high schools, the affected coach, a Federation Representative and the **Assistant Superintendent of Human Resources**.
  3. When the itinerant coach/secondary P.E. certified teacher will be absent, he shall notify both the principal, or designee, of the assigned secondary base school and the principal, or designee, of the elementary school to which he is assigned. Such notification shall be in accordance with **Article 62 Teachers As Substitutes**.
  4. The itinerant coach/secondary P.E. certified teacher shall submit a request for professional leave to the principal of the secondary base school in accordance with Article 97 Professional Leave. The coach shall inform the elementary school principal in accordance with Section K. 3. above.
  5. The Director of Athletics, or designee, shall provide the principal of each elementary school a calendar of Louisiana High School Athletic Association (LHSAA) approved dates for high school sports seasons prior to the beginning of each school year. Such calendar shall include the beginning and ending dates for sanctioned high school sports seasons.
- L.
1. Coaches who possess a commercial driver's license (CDL) and are subjected to a drug screening test shall be reimbursed by the Board for properly documented application and licensing fees. Such funds shall not be deducted from the coach's sport account.
  2. The Board, within the constraints of its resources, shall provide for an annual physical examination, including an eye examination, for all coaches who possess a commercial driver's license (CDL) and are subjected to a drug screening test. Such physical examination shall occur prior to the beginning of the school year.
- M.
- When a coach is absent one (1) or more days from his assigned school(s) due to medical reasons, such medical reasons shall prevent him from coaching his assigned sport, if scheduled on the day(s) absent. With the consent of the principal, at the school where the individual is coaching, the coach may participate in scheduled after school activities, provided that such consent shall not be arbitrarily denied.
- N.
1. During concurrent athletic seasons, a coach shall coach only one (1) sport. For the purpose of this Section, "concurrent" shall refer to middle

and senior high school varsity and junior varsity teams as well as girls and boys teams.

2. The following are exceptions to Section N. 1. above:
  - a. A vacant coaching position prior to and/or during the season, a vacant coaching position for a varsity and/or junior varsity program of the same sport and coaching a boys and girls sport simultaneously due to resignation, retirement, serious/extended illness and/or leave without pay and/or when a vacancy exists and no individual is willing to coach in such sport.
  - b. With the principal's approval, a coach may be appointed to an additional coaching position as described in Section N. 2. a. above for the length of time until a new coach is appointed as outlined in Section A. of this Article.
  - c. Should a coach be appointed during this interim period, the coach shall receive a pro-rata stipend in accordance with Appendix C.
- O. Verifiable experience shall be given to a coach when such coach was employed at a Louisiana High School Athletic Association (LHSAA) member school or any other state athletic association affiliated with the National Federation of High Schools. One (1) year of experiential credit shall be given for every four (4) years of coaching experience in the applicable sport.
- P.
  1. **When a freshmen football team is established at a high school, one (1) additional assistant coach may be hired as an assistant coach to both the freshmen team and the junior varsity football team.**
  2. **If a high school does not have a freshmen football team, in lieu of having an assistant coach for the freshmen football team, an assistant football coach may be hired for the junior varsity football team.**
- Q. **The Board shall provide seven hundred dollars (\$700.00) to each high school, including Grand Isle and Fisher, and four hundred dollars (\$400.00) to each middle school annually to defray the costs associated with transportation, EMS, police and referees for all athletic teams. This amount shall be in addition to that provided by the Board for the 2008-09 school year.**
- R.
  1. **Should the position of Athletic Director exist on the high school level, the principal shall appoint an individual.**

2. **The position of Athletic Director, should the position exist, is not to be construed as an evaluative or supervisory responsibility. In no instance shall an Athletic Director complete any evaluation or supervisory forms or participate in the observation or evaluation of coaches.**

## ARTICLE 70 COUNSELORS

- A. Counselors who are required to work before or after the regular school year shall be compensated therefore at a per diem rate for each full day. The per diem rate shall be the counselor's annual salary prescribed in the salary schedule which is part of this Agreement, divided by the number of teacher work days. A principal shall report all days worked by counselors assigned to an extended work year to facilitate payment for services rendered within ten (10) work days from the last day of the extended employment before the beginning of the school year and the last day of the extended employment after the end of the school year.
- B. Counselors shall continue to have access to an office and telephones in the building. **Counselors shall have access to at least one (1) telephone with long distance calling capability.**
- C. The parties acknowledge that any applicable state law relative to the duties of counselors will be followed.
- D. **Counselors shall not be assigned as substitute teachers.**
- E. Counselors may submit suggestions as to the disposition of monies allocated for the counseling department **when such funds become available.**
- F. Every reasonable effort shall be made to assign **secondary** counselors a room where they can hold group counseling sessions of thirty (30) students.
- G. The Board acknowledges the desirability of distributing the work load among counselors in an equitable manner. Counselors shall have the right to request their assignment in accordance with Article 63.
- H. Where feasible, counselors' offices shall be provided separate from the offices of disciplinarians.
- I. **Counselors shall be excused from the supervision of homeroom or field trips.**
- J. During the life of this Agreement, should the Board reduce the number of counseling positions, a list of those individuals employed as counselors shall be

developed based upon seniority, tenure and non-tenure status. Such list shall be utilized to fill vacancies in counseling positions prior to new individuals being placed in such positions.

- K. Counselors who obtain certification from the National Board for Certified Counselors (NBCC) shall receive an annual stipend of two thousand five hundred dollars (\$2,500).
- L. **If not contrary to law or state regulation**, counselors who are assigned to the middle schools shall not be required to possess a Licensed Professional Counselor (LPC) certificate.

## ARTICLE 71

### GIFTED AND TALENT EDUCATION TEACHERS

- A. In the event that an itinerant gifted and/or talent education teacher is assigned duty, such shall occur only at the home base school.
- B. Should a substitute teacher not be hired when a gifted and/or talent education teacher is absent, a teacher who is required to assume any duties of the gifted and/or talent education teacher shall be compensated according to Article 62.
- C. On staff development days, **gifted and talent teachers shall attend programs tailored to their areas of expertise.**
- D. Talent education teachers shall consist of visual arts, music and theater teachers of identified talented students.
- E.
  - 1. The Board acknowledges the desirability of seeking to assign gifted and/or talent education teachers' case loads equitably. The case loads shall be reviewed at the end of each semester for the purpose of equitable distribution of such case loads based upon state guidelines.
  - 2. The Board shall make further provisions for equitable distribution according to the number of schools assigned to each gifted and/or talent education teacher.
- F. Itinerant gifted and talent education teachers shall have the right to request their schools from those presently assigned or change one or more of their schools. Any schools not originally requested shall be placed on a list from which gifted and/or talent education teachers may request the balance of their case load by seniority. Such selection shall take place at the beginning of the school year.
- G. The Board acknowledges the desirability of providing appropriate teaching areas for gifted and talent education teachers.

- H. The following shall be implemented when a gifted and/or talent education teacher vacancy exists:
1. For the purposes of this Article, a vacancy shall exist if a gifted and/or talent education teaching position has not been filled or when a vacancy occurs due to a Board approved leave.
  2. The supervising administrator of the gifted and talent education programs, or designee, and the Federation President, or designee, shall meet **to discuss** the distribution of the case load regularly assigned to another teacher.
  3. Case load balancing shall proceed according to the following:
    - a. Volunteers shall be solicited and ranked by seniority within the needed discipline. The volunteers shall be compensated in accordance with Article 62.
    - b. In the event that all cases are not distributed through volunteers, cases will be assigned to the least senior teacher(s) with the lowest case load(s).
- I. A teacher assigned to the gifted and talent education program who must be transferred because of a need to reduce the number of such teachers at a school, shall have the option of transferring to a gifted and talent education vacancy or of transferring to another vacancy for which he is certified.
- J. If the Board determines that the number of gifted and talent education teachers shall be reduced, teachers shall be transferred from the program in inverse order of seniority, provided that the number of science and/or humanity teachers required to maintain the gifted and talent education programs at middle **and** high school levels is maintained.
- K. During the life of this Agreement, should the Board reduce the number of gifted and talent education positions, a list of those individuals employed as gifted and talent education teachers shall be developed based upon seniority and certification, denoting those who are fully certified and those on an Out of Field Authority to Teach (OFAT), Practitioner's License (PL) and Temporary Authority to Teach (TAT) certificates, including the specific area of certification. Such list shall be utilized to fill vacancies in the gifted and talent education program prior to new individuals being placed in the program.

ARTICLE 72  
HOSPITAL/HOMEBOUND TEACHERS

- A. Hospital/Homebound teachers shall receive mileage reimbursement in accordance with Article 118.
- B. Hospital/Homebound teachers shall be assigned their case loads based upon seniority and certification.
- C. Every effort shall be made to provide adequate planning time for hospital/homebound teachers. This planning time shall be duty free.
- D. During the life of this Agreement, the length of the school day for hospital/homebound teachers shall not exceed that of the **2008-09** school year.
- E. A hospital/homebound teacher shall be given the reason for the student's last suspension in writing at the time of the assignment.
- F. Hospital/Homebound teachers **are encouraged to teach** homebound students in a public facility, including but not limited to a public library.
- G. Hospital/Homebound teachers shall be assigned to perform professional duties **either** at their base school **or by the Coordinator of Hospital/Homebound** during the time when they have not been assigned a case load.
- H. **Permanent scheduled duty shall not be assigned to a hospital/homebound teacher at his home based school once a case load is established.**
- I. **If the number of hospital/homebound teachers must be reduced due to reduced case loads, teachers shall be transferred from the program in inverse order of seniority, provided the teachers who are retained are dually certified (general and special education as well as multiple certifications in grade levels) and the appropriate number of elementary and high school teachers are maintained according to the number of elementary and high school students in the program.**
- J.
  - 1. **A vacancy case load shall be equitably distributed so that the affected hospital/homebound teachers' case loads shall be in accordance with federal and/or state regulations. A vacancy shall be defined as an unfilled position.**
  - 2. **The Coordinator of Hospital/Homebound shall seek volunteers who do not have a full case load to assume a portion of the vacancy case load. In the event that all cases are not distributed through volunteers, cases will be assigned to the qualified**

**hospital/homebound teachers with the lowest case loads until all teachers have reached maximum case load.**

- 3. Once hospital/homebound teachers have reached maximum case loads, the Coordinator of Hospital/Homebound shall seek volunteers to assume a portion of the vacancy case load for supplemental pay to work with students after hours.**

#### ARTICLE 73 KINDERGARTEN

- A. Kindergarten teachers will have the right to recommend that any student who has not mastered the minimal kindergarten skills be **referred to A/BIT**.
- B. The kindergarten teachers at each school shall determine the **schedule** for the testing of students, provided such schedule shall be within the **timeline** established by the Deputy Superintendent of Instruction, or designee. Entrance for kindergarten students shall be delayed during the testing period. Testing shall not take place during teacher inservice or on records days.
- C. Representatives of the JFT Kindergarten Committee shall have the right to meet with the **Assistant Superintendent of Early Childhood and Elementary Education**. Meetings will be scheduled on a mutually agreed date and time and will not take place during the regular school day. Seven (7) days prior to such meeting, the representatives of the JFT Kindergarten Committee shall provide the **Assistant Superintendent of Early Childhood and Elementary Education** a copy of the proposed agenda of the meeting.

#### ARTICLE 74 LIBRARIANS/MEDIA SPECIALISTS

- A. The librarian shall serve all supervisory duties in the library in order to provide students and teachers with assistance in using the library materials and to provide continuous access to the facility throughout the school day.
  1. The librarian shall have a lunch period of thirty (30) minutes per day during which time the library may be closed if no other personnel are available to maintain access and assistance.
  2. In elementary schools with large student populations, the librarian, with the approval of the principal, may limit student access while classes are in progress.

- 3. In order to provide library services on a daily basis, librarians shall not be used as substitutes.**
- B. The library-use schedule in all libraries shall be the responsibility of the librarians with approval by the principal.
- C. The parties acknowledge the educational advantage that accrues from the inclusion of appropriately staffed libraries as part of the educational environment.
- D. If the Board determines that the number of librarians shall be reduced, librarians shall have the option to be transferred from the program in inverse order of seniority or be absorbed into the faculty of their present school, **provided there is a vacant teaching position at their present school for which they are certified.**
- E. During the life of this Agreement, should the Board reduce the number of librarian positions, a list of those individuals employed as librarians shall be developed based upon seniority. Such list shall be utilized to fill vacancies in the library program prior to new individuals being placed in such positions.
- F. 1. The policies and procedures for the library shall be in accordance with the Jefferson Parish Public School System Librarian Procedural Manual and all subsequent revisions **and Bulletin 1134.**
2. **A committee shall be established when the Board determines it is necessary to revise the Jefferson Parish Public School System Librarian Procedural Manual. At least one-half (1/2) of the members of the committee shall be librarians.**
- G. The Board acknowledges that it is typically desirable to open school libraries for the use of students on student attendance days, except when standardized tests are being administered and provided some library services may be limited or proscribed to assure the effective operation of the libraries within available financial resources.
- H. **Librarians shall have the option of denying a class access to the library when there is a substitute teacher unless such class was scheduled to have access to the library.**

#### ARTICLE 75

#### PHYSICAL EDUCATION TEACHERS

- A. Elementary physical education teachers shall have a secure area for equipment storage.

- B. Special education students shall, whenever feasible, be mainstreamed into physical education classes by grade level/age.
- C. If subject matter inservice days are required, the Board shall provide programs specifically designed for physical education teachers. This is not intended to preclude the scheduling of inservice days of a generic nature that might be developed to assist teachers in providing effective classroom learning environments.
- D.
  - 1. Elementary physical education classes shall be assigned no more than forty (40) students per adult per class period.
  - 2. **Except as may be required by Article 9**, elementary physical education teachers shall not be involuntarily transferred to be replaced by another teacher or coach with less seniority except when the scheduling of assignments results in a change in the number or type of physical education personnel assigned to a particular school. Physical education personnel shall be assigned as follows:
    - a. Any elementary school requiring a minimum of twenty-seven (27) planning periods per week will be assigned a full-time physical education teacher, provided such scheduling allows for all coaches who do not have teaching schedules at the middle and high schools to be placed in elementary physical education. If the latter provision does not occur, the decision regarding which school(s) requiring twenty-seven (27) or more planning periods shall receive a full-time teacher will be determined by the school(s) having full-time teacher(s) in the preceding year being given preference over those not having full-time teachers. If there is still an insufficient number of coaching schedules, preference shall be given to the school(s) with the greater number of planning periods.
    - b. Elementary physical education teachers and coaches whose schedules have been changed from the preceding year shall be allowed to select, in seniority order, respectively from available teaching and coaching schedules.
    - c. Elementary physical education teachers shall be eligible to apply for a voluntary transfer notwithstanding any contrary provision of this Agreement.
- E.
  - 1. If, during the life of this Agreement, the State Department of Education, the Board of Elementary and Secondary Education, or any other State/Federal entity determines that elementary physical education teacher/student ratios in physical education classes which prevailed during 1987-88 must be diminished, altered or changed in any manner as

to reasonably impact on any provision of Article 53, Planning Time, the Federation and the Board shall meet to negotiate the consequences of such determination.

2. The Federation and the Board agree that negotiations shall begin within fifteen (15) days of the receipt of the referenced letter from the State entity. The Board shall use all available State appeal procedures. Should the appeals procedures and negotiations fail to produce a solution by the State deadlines, the Board could implement those changes necessary to bring the Parish into conformance with the State policy determination.
- F. A reasonable effort shall be made to provide adequate space for elementary physical education instruction within the school building and outside.
- G. The elementary physical education classes shall begin on the first student attendance day and end on the last student attendance day.

## ARTICLE 76

### PUPIL APPRAISAL PERSONNEL

- A. Pupil appraisal personnel shall consist of **Intervention/Evaluation Coordinators (IEC)** social workers, educational diagnosticians and school psychologists).
- B. The normal workday for pupil appraisal personnel shall be comparable to that of classroom teachers. The particular nature of social workers' duties may occasionally require home visitations, outside such normal workday, at the discretion of the social worker. Except in an emergency, scheduling of such visitations shall be in joint consultation between the social worker and the social worker supervisor. **Prior to embarking on a home visitation during the regular school day, pupil appraisal personnel shall inform the principal, or designee, of their departure and that the same has been approved.**
- C. **Intervention/Evaluation Coordinators** shall have **two and one-half (2½)** hours per week for staff development and/or staffing. Under extenuating circumstances, with prior approval of the supervisor, pupil appraisal personnel shall have the opportunity to report to the **special programs** area office for the purpose of executing the job responsibilities, including but not limited to case dissemination.
- D. It is acknowledged that effective and professional utilization of pupil appraisal personnel frequently requires a facility which will permit quiet, uninterrupted, confidential interchange. To that end principals shall make every reasonable effort to provide appropriate space for pupil appraisal personnel. The Board acknowledges the desirability of providing an appropriate location in which pupil appraisal personnel may conduct evaluations.

- E. Pupil appraisal personnel shall have access to a telephone in a private area in both school and regional offices, unless circumstances make such access unreasonable.
- F. 1. If inservice days are required, the Board shall seek to provide inservice programs appropriate for pupil appraisal personnel if the regular inservice is not general in nature and is unrelated to the duties and activities of pupil appraisal personnel.
2. Pupil appraisal personnel who require continuing education to maintain licensure or certification for their employment shall be allowed up to a maximum of **two (2)** professional leave days per school year. **Additional days may be approved at the discretion of the supervisor.** Any professional leave as specified in Article 97 shall be included in this total.
- G. Pupil appraisal personnel, **child search and personnel** records in region/**central special programs** offices shall be kept in locked files. All areas containing such files shall be secured at the end of the regular work day.
- H. 1. The Board acknowledges the desirability of seeking to assign pupil appraisal personnel case loads equitably. Equitable distribution of case loads for pupil appraisal personnel shall be based upon the following:
- a. **use of yearly reviewed school rating formula**
- b. state guidelines in determining the number of pupil appraisal personnel required to provide such services to the school system **(public and private).**
2. The case loads shall be reviewed no less frequently than each semester for the purposes of equitable distribution of such case loads. When reviewing such case loads, **Intervention/Evaluation Coordinators and School Social Workers' A/BIT tracking sheets/logs shall be utilized to determine equitability. Case loads shall be adjusted as necessary.**
- I. Pupil appraisal personnel shall have the right to request their schools from those presently assigned or change one or more of their schools. Any schools not originally requested shall be placed on a list from which pupil appraisal personnel may request the balance of their case load by seniority. Such selection shall take place at the **end** of the school year or the beginning of the next school year, as determined by a majority vote of all pupil appraisal personnel. **However, in the event of extenuating circumstances which would require the selection of case loads to occur at a time different than that determined by the pupil appraisal personnel, such decision shall be made by the Assistant Superintendent of Special Programs.**

- J.
  - 1. Every effort shall be made to keep pupil appraisal personnel in present school and regional settings.
  - 2. Pupil appraisal assignment may be at the eastbank region or the westbank region according to vacancies and need for equalization of disciplines. When hired after the start of the school year, the assigned bank may not be permanent since pupil appraisal personnel with seniority may opt to move from one region office to another at the start of the next school year. At the start of the school year, movement by the administration according to seniority may also be necessary for the purposes of equalization of disciplines.
- K. If the State adopts tenure and/or sabbatical rights for pupil appraisal personnel, all time accrued in the Jefferson Parish Public School System shall be applied toward these benefits.
- L. When pupil appraisal personnel return from sabbatical leave, they shall have the right to return to the same schools/region they were assigned to before the sabbatical leave, if a need still exists for pupil appraisal personnel at such schools, such is otherwise fully compatible with the scheduling of all pupil appraisal personnel and the criteria in **Section I.** above have been met. Nothing herein shall preclude the reassignment of pupil appraisal personnel returning from sabbatical leave.
- M. **Any certified employee shall have the right to apply and be hired for a Child Search position. The work year for a Child Search position shall be the regular teacher work year and extended employment as determined by the Assistant Superintendent of Special Programs.**
- N.
  - 1. The Board and the Federation agree that administrators should provide support which will enable pupil appraisal personnel to provide appropriate **professional** services in **determining, according to A/BIT guidelines, the** legal, ethical and professional standards/guidelines.
  - 2. **Pupil appraisal personnel shall adhere to A/BIT guidelines according to the data collected which shall determine appropriate services for students.**
- O. The following shall be implemented when a pupil appraisal **member** vacancy **exists:**
  - 1. Supplemental pay shall be provided for the completion of **supplemental assignments** due to vacant positions. For the purposes of this Article, vacant positions shall be defined as a position that is not staffed, due to an individual not being hired to fill the position or an individual being on an

approved Board leave, including but not limited to sabbatical, special leave without pay, sick leave (extended and additional extended), or a position that is changed by a PC 14 to another discipline and filled by an individual who can not fulfill all of the duties and responsibilities of the discipline. Supplemental pay shall be provided as long as there is at least one partial or full vacancy as defined above.

2. On those pupil appraisal teams which have a vacancy, the remaining partner of the team shall assume the following responsibilities, including but not limited to: **Academic/Behavioral Intervention Team (A/BIT)**, crisis intervention, discipline issues, Re-evaluation for Appropriate Placement (RAP), Individualized Education Plans (I.E.P.s), as appropriate, etc. The remaining partner shall receive compensation at the **current summer school** rate excluding office days.
3. In the event a vacancy exists, **a pupil appraisal member**, who possess credentials different than that of the vacant position, may be assigned. **If the vacancy is filled**, the pupil appraisal **member**, who had previously assumed the duties of the vacancy, shall no longer receive compensation in accordance with subsection 2. above.
4.
  - a. The educational diagnostician or school psychologist shall be responsible for all discipline specific components of initial evaluations and change of classifications (COC's) that he would normally complete without a vacancy. This individual will also be responsible for fifty percent (50%) of re-evaluations. In accordance with the Pupil Appraisal Handbook, evaluation coordination of any case can be performed by **any member of pupil appraisal**.
  - b.
    - (1) Cases that are not assigned in subsection a. above, shall be submitted to the **Region Special Programs** Coordinator, or designee, for assignment. The **Region Special Programs** Coordinator, or designee, will review such to determine a fair and equitable supplemental case load distribution.
    - (2) Supplemental **assignments** shall be assigned as follows:
      - (a) Volunteers shall be solicited and ranked by seniority within the needed discipline and within regions.
      - (b) **Supplemental assignments** shall be equalized among those individuals who have volunteered.
      - (c) **Supplemental assignments** shall be offered in chronological order of the decision/consent document (i.e., JP4, JP6 or JP7). Reasonable attempts **shall** be

made to cluster **supplemental** cases by schools that pupil appraisal personnel must service.

- (d) Volunteers are not eligible to choose their **assignments**. In the event a volunteer refuses an **assignment**, he forfeits such supplemental assignment **for that marking period**.
  - (e) In the event there **are** an inadequate number of volunteers for assigning supplemental **assignments**, each pupil appraisal **member** shall be given a case to complete beginning with the least senior pupil appraisal **member**. A complete rotation of pupil appraisal personnel shall occur.
  - (f) In the event, the **Region Special Programs** Coordinator determines a pupil appraisal **member** is unable to meet federal/state mandates for regular and/or supplemental **assignments**, such individual may not be assigned any supplemental **assignments** until compliance is established, at the discretion of the coordinator.
  - (g) **Upon request, the Federation Building Representative may consult with the Region Special Programs Coordinator on the distribution of supplemental assignments.**
  - (h) Pupil appraisal **members accepting** supplemental **assignments** shall not transfer such **assignments**, in total or part, to any other pupil appraisal **members**. In unusual circumstances, the administration may need to **redistribute assignments** (e.g., illness, emergency).
- 5.
- a. Upon completion of a supplemental **assignment**, the pupil appraisal **member** shall complete and submit a supplemental pay log to the **Region Special Programs** Coordinator, or designee.
  - b. Payment to pupil appraisal personnel shall be contingent upon the following:
    - (1) the **supplemental assignment** is complete;
    - (2) the **supplemental assignment** is compliant; and

(3) **if appropriate**, the **supplemental assignment** is disseminated by **the Region Special Programs Coordinator**.

c. Compensation forms for payment shall be completed by the **Region Special Programs Coordinator** and **submitted** to the payroll department **quarterly**.

P. **If necessary and/or appropriate**, the **Assistant Superintendent of Special Programs**, or designee, and the Federation President, or designee, shall meet and agree upon the equitable distribution of caseload and school selection prior to the beginning of the school year and shall periodically review upon mutual approval.

#### ARTICLE 77 SCHOOL NURSES

- A. It is acknowledged that effective and professional utilization of school nurses frequently requires a facility which will permit quiet, uninterrupted, confidential interchange. To that end principals shall make every reasonable effort to provide appropriate space for school nurses.
- B. School nurses shall have access to telephones in a private area in both schools and regional offices, unless circumstances make such access unreasonable.
- C. Areas which are utilized for the administration of medication shall have a water source.
- D. Records which are maintained by school nurses shall be kept in locked files.
- E. The Board shall make every effort to provide computer and clerical assistance to the nurses performing the duties and responsibilities associated with the KidMed program.
- F. School nurses shall have three (3) hours per week designated for planning/staff development purposes.
- G. Newly employed school nurses shall be included in regional or district-wide orientation meetings for newly employed teachers.
- H. Inservice training shall be conducted at appropriate periodic intervals, but not less than semi-annually, for all newly employed school nurses, as determined by the School Health Services Coordinator.

- I. The Board shall provide Hepatitis B vaccinations for all school nurses. School nurses shall have the option of being vaccinated with the Hepatitis B vaccine or signing a waiver of such right.
- J. The School Health Services Coordinator, or designee, shall be available as time permits as a resource person to all school nurses, including but not limited to general program, specialized, Title I, KidMed, teaching, etc.
- K. The Board shall establish a RN substitute pool for the purpose of providing and continuing services in the event a school nurse is absent from work.
- L. Nurses shall have access to a computer with an internet connection.
- M. A committee made up of an equal number of persons to be appointed by the Superintendent, or designee, and Federation President, or designee, shall be established to seek funding to provide the equipment necessary for assessment, including but not limited to adult blood pressure cuff, large adult blood pressure cuff, child size blood pressure cuff, thermometer, ten (10) foot eye chart, near vision eye chart, otoscope and stethoscope.
- N.
  - 1. **Nurses who are members of the Executive Board and/or Committee of the Louisiana School Nurses Organization (LSNO) shall be allowed up to a maximum of two (2) professional leave days per school year to attend meetings/conferences. Additional days may be approved at the discretion of the supervisor. Any professional leave as specified in Article 97 shall be included in this total.**
  - 2. **Nurses who attend the Annual Professional Growth Seminar of the Louisiana School Nurses Organization (LSNO) shall be allowed up to a maximum of two (2) professional leave days per school year. Additional days may be approved at the discretion of the supervisor. Any professional leave as specified in Article 97 shall be included in this total.**

## ARTICLE 78

### **SPEECH-LANGUAGE PATHOLOGISTS**

- A.
  - 1. Duty for school-based speech-**language** pathologists shall be assigned taking into account the speech-**language** pathologist's therapy schedule and office/diagnostic responsibilities so that schedules do not conflict.
  - 2. Duty shall not be assigned to itinerant speech-**language** pathologists.
- B. It is acknowledged that effective and professional utilization of speech-**language** pathologists requires a facility which will permit quiet, uninterrupted interchange.

To that end principals shall make every reasonable effort to provide appropriate space for speech-**language** pathologists.

- C. Speech-**language** pathologists shall have access to a telephone in a private area in the school and regional offices for professional use unless circumstances make such access unreasonable.
- D. Due to the confidentiality of diagnostic and therapy records, each speech-**language** pathologist shall be provided with a locked file cabinet at the school in which speech impaired evaluation reports shall be kept.
- E. When there is a need for a speech-**language** pathologist to be assigned to primarily diagnostic responsibilities, it shall be advertised system-wide. Every consideration shall be given to speech-**language** pathologists within the system who apply for such an assignment.
- F. When speech-**language** pathologists return from sabbatical, they shall have the right to return to the same school(s) **and region** they were assigned to before the sabbatical leave if a need still exists for a speech-**language** pathologist at such school(s) and such is otherwise fully compatible with the scheduling of all speech-**language** pathologists. Nothing herein shall preclude the reassignment of speech-**language** pathologists returning from sabbatical leave where such is deemed necessary for the effective interaction of speech-**language** pathologists, educational diagnostician, school psychologists, social workers and other affected personnel.
- G.
  - 1. The vacancy case load shall be equitably distributed so that the affected speech-**language** pathologists' case loads shall be in accordance with federal and/or state regulations. A vacancy shall be defined as an unfilled position.
  - 2. The **Assistant** Coordinator of Speech-Hearing-Language Services **at their respective regions** shall seek volunteers to assume a portion of the vacancy case load. Should no volunteers be available, the **Assistant** Coordinator of Speech-Hearing-Language Services **at their respective regions** shall assign qualified available speech-**language** pathologists on a rotating basis, by seniority, after all speech-**language** pathologists have reached maximum case load, the intention being to equalize such assignments as nearly as feasible.
- H. **Speech-language pathologists shall have the right to request their schools from those presently assigned or change one or more of their schools. Any schools not originally requested shall be placed on a list from which speech-language pathologists may request the balance of their case load by seniority. Such selection shall take place at the close of the school year. However, in the event of extenuating circumstances which would**

require the selection of case loads to occur at a time different than that determined by the speech-language pathologists, such decision shall be made by the Assistant Superintendent of Special Programs.

- I.
  1. Every effort shall be made to keep speech-language pathologists in present school and regional settings.
  2. Speech-language pathologists' assignments may be at the eastbank region or the westbank region according to vacancies and need for equalization. When hired after the start of the school year, the assigned bank may not be permanent since speech-language pathologists with seniority may opt to move from one region office to another at the start of the next school year. At the start of the school year, movement by the administration according to seniority may also be necessary for the purposes of equalization.
- J. The following shall be implemented when a speech-language pathologist vacancy exists:
  1. Supplemental pay shall be provided for the completion of entire cases or components due to vacant positions. For the purposes of this Article, vacant positions shall be defined as a position that is not staffed, due to an individual not being hired to fill the position or an individual being on an approved Board leave, including but not limited to sabbatical, special leave without pay, and sick leave (extended and additional extended). Supplemental pay shall be provided as long as there is at least one partial or full vacancy as defined above.
  2. A speech-language pathologist who fills a vacancy shall assume the following responsibilities, including but not limited to: Academic/Behavioral Intervention Team (A/BIT), speech-language interventions, speech-language evaluations, speech therapy and Individualized Education Plans (I.E.P.s), as appropriate, etc. Compensation shall be at the rate outlined in Article 62, excluding office days.
  3. Supplemental cases shall be assigned as follows:
    - a. Volunteers shall be solicited and ranked by seniority within regions (i.e., central office, eastbank and westbank).
    - b. Cases shall be equalized among those individuals who have volunteered.

- c. **Cases shall be offered in chronological order of the decision/consent document (i.e., JP4, JP6 or JP7). Reasonable attempts will be made to cluster assigned cases by schools in an effort to limit the number of schools speech-hearing-language pathologists must service.**
  - d. **Volunteers are not eligible to choose their cases. In the event a volunteer refuses a case, he forfeits such supplemental assignment.**
  - e. **In the event there are an inadequate number of volunteers for assigning supplemental cases, each speech-language pathologist shall be given a case to complete beginning with the least senior speech-language pathologist. A complete rotation of speech-language pathologists shall occur.**
  - f. **In the event, the Assistant Coordinator for Speech-Hearing-Language Services determines a speech-language pathologist is unable to meet federal/state mandates for regular and/or supplemental cases, such individual may not be assigned any supplemental cases until compliance is established, at the discretion of the coordinator.**
  - g. **When feasible, assignment of supplemental cases shall be made after consultation with the Federation Building Representative.**
  - h. **Speech-language pathologists who are assigned supplemental cases shall not transfer such cases, in total or part, to any other speech-language pathologist. In unusual circumstances, the administration may need to reassign cases (e.g., illness, emergency).**
- 4.**
- a. **Upon completion of a supplemental case, the speech-language pathologist shall complete and submit a supplemental pay time log to the Assistant Coordinator for Speech-Hearing-Language Services, or designee.**
  - b. **Payment to speech-language pathologists shall be contingent upon the following:**
    - (1) **the case/therapy is complete;**
    - (2) **the case/therapy is compliant; and**

(3) the case/therapy is disseminated by the Assistant Coordinator of Speech-Hearing-Language Services.

- c. Compensation forms for payment shall be completed by the Assistant Coordinator for Speech-Hearing-Language Services. Every effort will be made to submit the forms to the payroll department no later than the fifth business day of the next month.

#### ARTICLE 79 TEACHER OF THE YEAR

The selection of the Teacher of the Year for local and state competitions shall be in accordance with state law. Nominations for Teacher of the Year shall be solicited from the faculty **and final selection shall be made through a secret ballot of the teachers. The Federation Building Representative, or designee, shall observe the tally of the ballots.** No additional requirements for eligibility shall be mandated.

#### ARTICLE 80 VOCATIONAL TEACHERS

- A. Vocational teachers who are required to attend VICA/Skills USA activities or the like in excess of the contractual period shall be compensated therefore according to **Article 110**.
- B. Vocational teachers who are required to hold a master's license as a condition of employment shall be reimbursed for such licensing fees.
- C. Vocational teachers holding VTIE certification shall be placed on the bachelor's lane of the salary schedule.
- D. 1. A reasonable effort shall be made to schedule students into vocational education classes of their choice.
2. The scheduling of students in vocational education classes utilizing machinery or apparatuses shall take into consideration the safety standards established by state rules and regulations.
- E. Summer employment at the Career Centers shall be based upon a rotating eligibility system. Placement on the eligibility list shall be on the basis of seniority as defined below.

1. Teachers who have never been employed in the summer program during the preceding five (5) years shall be placed as the first group on the eligibility list.
2. Teachers employed in the fourth preceding summer program shall be placed as the second group on the eligibility list.
3. With each succeeding summer program, teachers will be grouped and placed on the eligibility list according to the procedure described above.
4. Newly employed teachers shall be placed at the bottom of such list as it exists on September 1st of the school year in which they commence full-time, full year employment.
5. The principal shall meet with the teachers proposed for employment in the summer program to review the availability of funds, the needs of the school, the number of teachers proposed for employment and the amount of work to be completed. The principal shall promptly thereafter establish the rate of compensation for such summer work based upon the preceding factors.

ARTICLE 81  
DRIVER'S EDUCATION

- A.
  1.
    - a. Teachers employed as certified driver's education instructors shall be compensated at a rate not less than the effective **2007-08** rate of compensation.
    - b. Upon the Board's approval of an increase in the student tuition, the Deputy Superintendent of Instruction, or designee, and the Federation President, or designee, shall meet to seek consensus on increasing the rate of compensation.**
  2. **Upon completion and submission of the appropriate paperwork as required by the Driver Education instructional program, Driver Education instructors shall be paid every two (2) weeks, the first no later than the end of the third week of the session.**
- B. Reimbursement for expenses shall occur promptly, provided all appropriate receipts are furnished.

ARTICLE 82  
EARLY INTERVENTION PROGRAM

- A. The Board acknowledges that counselors and social workers in the Early Intervention Program should be accorded appropriate time for staff development, staffing cases and peer consultation.
- B. Counselors and social workers in the Early Intervention Program shall be reimbursed for materials, supplies and/or equipment in accordance with Article 117.
- C. Counselors and social workers in the Early Intervention Program shall have access to a computer, if feasible, to be utilized exclusively for their program. Such computer shall have access to the **student information** program, if feasible.
- D. On inservice/staff development days, counselors and social workers in the Early Intervention Program shall attend workshops that are appropriate to the nature, duties and activities of their program.
- E. Continuing Education Credits may be issued at the discretion of the program coordinator upon satisfactory participation in workshops which clearly enhance the professional development of counselors and social workers in the Early Intervention Program.
- F. Counselors and social workers in the Early Intervention Program shall not be assigned duty, substitute responsibilities or any other disciplinary duties. Responsibilities immediately prior to standardized testing periods should focus on school-wide activities and individual/small group interventions designed to reduce student test anxiety, promote test-taking skills and encourage perfect student attendance.
- G. In the event social workers in the Early Intervention Program are required to complete Medicaid forms for which the Board receives funds, such social workers will meet periodically throughout the school year as designated by the program coordinator for the purpose of compiling the Medicaid forms.
- H.
  1. **Every effort shall be made to provide the counselors and social workers in the Early Intervention Program with an office which will permit quiet, uninterrupted, confidential interchange.**
  2. **Counselors and social workers in the Early Intervention Program shall be provided with a private telephone, answering machine and locking file cabinet.**

3. **Counselors and social workers in the Early Intervention Program shall have access to all office equipment, including but not limited to the copier, fax machine and printer.**
- I. **Itinerant counselors and social workers in the Early Intervention Program shall only be required to serve on the A/BIT at their base schools.**
- J. **Counselors and social workers in the Early Intervention Program shall not be assigned as Testing Coordinators.**
- K. **Counselors and social workers in the Early Intervention Program and/or special education social workers shall coordinate all activities of any outside mental health agencies.**
- L. **Counselors and social workers in the Early Intervention Program shall coordinate TASC and FINS paperwork.**

#### ARTICLE 83

#### IN-SCHOOL SUSPENSION PROGRAM

- A. A telephone shall be provided for the in-school suspension program centers.
- B. In-school suspension teachers shall receive an annual stipend of one thousand two hundred dollars (\$1,200.00).
- C.
  1. The Board shall make every reasonable effort to provide in-school suspension classrooms with appropriate instructional materials, file facility and student work stations.
  2. The Board shall make every reasonable effort to develop academic packets relevant to standardized testing for students in grades six (6) through twelve (12) who are assigned to the in-school suspension program.
- D.
  1. The in-school suspension teacher's work day shall not be longer than sixty (60) minutes beyond the normal teacher work day.
  2. **The in-school suspension teacher shall supervise after school detention.**
  3. When no students are assigned to the ISSP classroom **or after school detention**, the in-school suspension teacher shall perform professional duties as assigned by the principal, or designee.

ARTICLE 84  
INSTRUCTIONAL ASSOCIATES PROGRAM

- A. During the life of this Agreement, the Instructional Associates Program shall employ **seven (7)** Instructional Associates. The selection of these individuals shall be as follows:
1. Instructional Associates may remain in the program for a maximum of five (5) years, **except for the Memorandum of Understanding dated October 11, 2007.**
  2. Individuals selected for the Instructional Associates positions shall be determined by a procedure established by the committee which regulates the Instructional Associates Program.
  3. **One (1) alternate** shall be chosen according to a procedure established by the committee which regulates the Instructional Associates Program. The **alternate** shall be available to move into **an** Instructional Associate **vacancy if such occurs within the first twenty (20) work days of the beginning of the school year.**
  4. Each Instructional Associate shall be assigned to work with a maximum of twenty (20) new teachers.
  5. Should any individual selected for any of these positions not remain in the program for the full time allowed under the Agreement, the replacement for that individual shall be selected by a procedure established by the Instructional Associates Program Committee.
  6. Individuals who have previously served as Instructional Associates may reapply for the position, should a vacancy exist, after returning to full-time service as a teacher for the Board for at least three (3) years.
- B. It shall be the task of each Instructional Associate to establish a collaborative working relationship with the new teachers assigned to them and be trained in the Educational Research and Dissemination Program (provided such training shall be without additional cost to the Board). Instructional Associates shall be responsible for providing technical and practical assistance in lesson design, curriculum implementation, classroom management and teacher effectiveness; and, in the improvement of instruction through staff development, collaborative planning and modeling/demonstration lessons.
- C. Instructional Associates shall maintain their status as bargaining unit members, and shall be entitled to full contractual rights. Their work year may be extended up to **nineteen (19)** additional days for which they shall receive supplemental pay for such additional work time at a per diem rate of pay for each full day. The

per diem rate shall be the Instructional Associate's annual salary prescribed in the salary schedule which is part of this Agreement, divided by the number of teacher work days. During the entire work year, Instructional Associates shall also attend appropriate meetings and conferences before and after the normal work day.

- D. The Instructional Associates Program shall be regulated by a committee composed of six (6), **two (2) Instructional Associates**, three (3) appointed by the **Deputy Superintendent of Instruction**, or designee, and **one (1)** appointed by the Federation President, or designee.
- E. The committee which relates to the Instructional Associates Program shall meet periodically with the Instructional Associates.

#### ARTICLE 85 PILOT PROGRAMS

- A. **For purposes of this Article, a pilot program shall be a unique program implemented school-wide at a particular school in order that its merit or validity might be assessed. Examples of such programs implemented in the past were Teacher Advancement Program (TAP) and Middle School Concept.**
- B. The Deputy Superintendent of Instruction shall review the written **description** of the **proposed** pilot program and the ballot concerning **such** program prior to a vote of the affected teachers.
- C. A written **description** of the pilot program shall be provided to the affected teachers at least three (3) work days prior to the vote on the program.
- D. Prior to the implementation seventy-five percent (75%) of the affected teachers must vote in the affirmative **by secret ballot** to participate in such a program. The results of such a vote, if any, shall be announced and made public to the teachers prior to the voluntary transfer procedure.
- E. Should a vote of the affected teachers occur the results of such vote shall be sent to the Deputy Superintendent of Instruction. The Deputy Superintendent of Instruction shall make a determination on the validity of the vote and the implementation of the pilot program no later than ten (10) work days from the date of the vote.

ARTICLE 86  
PRE-KINDERGARTEN

- A. The pre-kindergarten teachers and/or **paraeducators** shall only be assigned to duty with the pre-kindergarten students.
- B. The pre-kindergarten teachers shall receive the same amount of planning time as the **general** education teachers assigned to the same school.
- C. **Pre-kindergarten social workers should be afforded appropriate time for staff development, staffing cases and peer consultation.**
- D. **Pre-kindergarten social workers shall be reimbursed for materials, supplies and/or equipment in accordance with Article 117.**
- E. **Pre-kindergarten social workers shall have access to computers at their office site to be utilized exclusively for their program.**
- F. **Pre-kindergarten social workers shall not be assigned duty, substitute responsibilities or any other disciplinary duties.**
- G.
  - 1. **Every effort shall be made to provide pre-kindergarten social workers with office space which will permit quiet, uninterrupted, confidential interchange.**
  - 2. **Pre-kindergarten social workers shall be provided with a private telephone, answering machine and locking file cabinet.**
  - 3. **Pre-kindergarten social workers shall have access to all office equipment, including but not limited to the copier, fax machine and printer.**

ARTICLE 87  
SPECIALTY SCHOOLS

- A. **Each teacher who is required to sign an individual contract at a specialty school, including but not limited to IBO, Montessori, extended school year, TAP, and arts, shall be provided with a written document outlining all of the requirements that the teacher is expected to fulfill in regard to the school/program no later than five (5) work days prior to the execution of such contract.**
- B. **The teacher shall be provided with a copy of his signed contract upon execution of such contract.**

ARTICLE 88  
SUMMER SCHOOL

- A. A notice indicating the time for receiving applications shall be posted in each school building.
- B. Applications for teaching positions in the regular summer school program and Extended School Year Program (ESYP) shall be on the appropriate form and submitted to the **Human Resources Department**. The Federation President, or designee, and the **Assistant Superintendent of Human Resources**, or designee, shall determine the application period for these summer programs.
- C. 1. Applications shall be made by hand delivery or by certified mail, return receipt requested, postmarked no later than the last day of the application period. The **Human Resources Department** shall receipt all hand delivered requests. Within twenty (20) work days after the close of the application period, the Federation **may receive** a copy of each application received, **upon request**.
2. **Upon request**, the Board shall forward to the Federation a copy of the rotating eligibility list for summer school no later than May 1.
- D. The following shall be adhered to in the selection of regular summer school and Extended School Year Program (ESYP) teachers from among those teachers who have applied:
1. A rotating eligibility system shall be utilized. Placement on the eligibility list shall be on the basis of seniority as defined below.
2. Teachers who have never been employed in the summer school program during the preceding three (3) years, shall be placed as the first group on the eligibility list. Teachers employed in the third preceding summer school program shall be placed as the second group on the eligibility list. Teachers employed in the second preceding summer school program shall be placed as the third group on the eligibility list. Teachers employed in the summer school program of the preceding year shall be placed as the fourth group on the eligibility list. Newly employed teachers shall be placed at the bottom of such list and shall be ranked according to seniority. Teachers who apply for a summer school assignment and who after May 15 decline such appointment shall be placed on the eligibility list as though they had taught summer school, unless such is due to a qualifying life event (i.e. marriage, divorce, death of family member in accordance with Article 96, birth or adoption of child, surgery or serious illness).

3.
    - a. The assignment of positions shall be based upon seniority in accordance with Section D. 2. above and certification.
    - b. If a teacher receives an adverse written recommendation from the summer school principal, such teacher shall be precluded from thereafter teaching summer school in that area. Upon receipt of the adverse written recommendation, the teacher shall have the right to file a written appeal to the **Assistant Superintendent of Human Resources**, or designee, by hand delivery or certified mail, return receipt requested, within ten (10) working days. The teacher shall have the right to have a conference with the **Assistant Superintendent of Human Resources**, or designee, which shall be convened within ten (10) working days. The teacher shall be entitled to representation as provided in Article 13 of this Agreement at any conference with the **Assistant Superintendent of Human Resources**, or designee. The appeal procedure shall not be subject to the grievance procedure (Article 15) of this Agreement or of any other grievance or complaint procedure.
  4.
    - a. In the event that teaching schedules must be reduced (based upon a maximum of five (5) hours for high and four (4) hours for middle and elementary) due to student enrollment, such reduction shall be based upon seniority and certification.
    - b. The affected teacher(s) whose schedule is eliminated and/or reduced fifty percent (50%) or less of the maximum hours shall be placed at the top of the eligibility list for the following year, if he applies.
- E.
  1. Teachers employed in summer school shall be paid every two (2) weeks, the first no later than the end of the third week of the summer session.
  2. **Teachers employed for summer school registration shall be compensated within two (2) weeks of the conclusion of registration.**
  3. **Teachers who attend the training or preparation for summer school and summer school programs as outlined in Section H. of this Article shall be compensated within two (2) weeks of the conclusion of such training or preparation.**
- F. Nothing herein shall be construed as requiring the Board to conduct a summer program of any type.
- G. Notwithstanding any of the foregoing, teachers who are currently on an intensive assistance plan shall not be eligible to teach summer school.

- H. If special training or preparation (of a minimum of two (2) work days) is required for teaching any summer school course or program, and such training or preparation has been concluded, and thereafter it is necessary to reduce the number of summer school teachers, such reduction shall be by inverse basis of seniority except if such would require the training or preparation of other teachers.
- I. 1. Teachers employed in summer school programs, **including but not limited to** K-3 reading/mathematics initiatives summer program, the summer Graduation Exit Exam (GEE) remediation program and/or the summer LEAP remediation program shall be paid at an hourly rate of **thirty dollars (\$30.00)**.
2. **Upon the Board's approval of an increase in the student tuition, the Deputy Superintendent of Instruction, or designee, and the Federation President, or designee, shall meet to seek consensus on increasing the rate of compensation.**
- J. Teachers possessing a Practitioner's License (PL) or a Temporary Authority to Teach (TAT) certification shall have no rights hereunder unless no certified teachers are available.
- K. Positions in all special education summer programs shall be filled in accordance with Section D. above.
- L. 1. In the event the Division of Instruction has purchased and/or developed materials to implement the summer school curriculum for Carnegie unit courses, such shall be provided to the teacher. Such materials may include, but not be limited to, a teacher's edition of the textbook, lesson plans, parish-wide tests, curriculum guides, textbook test bank and a copy of the student final examination.
2. In the event the Division of Instruction has purchased and/or developed materials to implement the summer school curriculum for non-Carnegie unit courses, such shall be provided to the teacher. Such materials may include, but not be limited to, a teacher's edition of the textbook, curriculum guides and textbook test bank.
- M. Teachers employed in summer school shall be reimbursed for expenditures to implement the curriculum (experiments, projects, etc.) provided such expenditure was approved by the principal, or designee.
- N. 1. Teachers employed for the K-3 reading/mathematics initiatives summer program, the Graduation Exit Exam (GEE) remediation summer program and/or the summer LEAP remediation program shall be selected from the

certified teachers employed at the work site during the regular school year **and have a satisfactory evaluation.**

2. **Beginning with the summer of 2010, a bi-annual** rotating eligibility system shall be utilized for the K-3 reading/mathematics initiatives summer program, the Graduation Exit Exam (GEE) remediation summer program and/or the summer LEAP remediation program. Teachers shall be eligible only for positions for which they are fully certified, **for the subjects which they taught during the preceding school year and have a satisfactory evaluation.** In the event the eligible teachers do not fill these positions, then such positions shall be made available to the other certified teachers employed at the work site during the preceding school year **who have a satisfactory evaluation.**

#### ARTICLE 89

##### WESTBANK COMMUNITY SCHOOL

- A. All teachers assigned to the Westbank Community School shall be trained in **Social Responsibility Training (SRT).**
- B. Teachers currently assigned to the Westbank Community School and have been trained in **Social Responsibility Training (SRT)** shall be deemed a permanent member of the faculty.
- C. **Certified teachers assigned to the Westbank Community School shall receive an annual stipend of one thousand two hundred dollars (\$1,200.00).**

#### ARTICLE 90

##### ABSENCES DUE TO INJURIES IN THE COURSE OF EMPLOYMENT

- A. **Any teacher who is injured or disabled while acting in his official capacity as a result of an assault or battery by any student or by any other person shall receive leave without reduction in pay and paid leave days as may be accrued under Article 100 while disabled as a result of such assault and battery. Such teacher shall be required to present a certificate from a physician certifying such injury and disability.**
- B. **Any teacher who, while acting in his official capacity, is injured or disabled as a result of physical contact with a student while providing physical assistance to a student to prevent danger or risk of injury to the student or others shall receive sick leave for a period up to one (1) year without reduction in pay and without reduction in accrued sick leave days while injured or disabled as a result of rendering such assistance. Such teacher shall be required to present a certificate from a physician certifying such**

**injury or disability. Nothing in this subsection shall prohibit the Board from extending this period beyond one (1) year.**

- C. The leave authorized by Sections A. and B. shall be in addition to all other sick leave provided for by this Agreement provided that additional sick leave earned during the period of disability as a result of such assault and battery shall not be accumulated from year to year, nor shall such additional sick leave be compensated for at death or retirement or compensated for in any other manner except as authorized in this Section.**
- D. Any teacher who is injured or disabled while acting in his official capacity, but not as the result of an assault or battery, shall be entitled to weekly wage benefits under the Workers' Compensation Law of the State of Louisiana. At the teacher's option, the teacher may take paid leave accrued under Article 100 of this Agreement in addition to or instead of workers' compensation, or the teacher may supplement workers' compensation with paid leave. In no event shall workers' compensation benefits as supplemented by paid leave exceed the total amount of regular salary the teacher was receiving at the time the injury or disability occurred. In any case in which a teacher supplements workers' compensation with paid leave accrued under Article 100 of this Agreement, the amount of leave used shall be calculated on an hourly basis.**
- E. Any teacher entitled to leave under this Article shall also be entitled to medical benefits as may be provided under Workers' Compensation Law.**
- F. Teachers injured on duty shall report the injury immediately to the principal or appropriate administrator who shall promptly provide the injured employee with all appropriate forms and information on the different payment options for workers' compensation.**
- G. The Board shall maintain all insurance benefits for a teacher on leave pursuant to this Article.**
- H. Experiential credit shall be given to a teacher during the time when the teacher is on leave due to an injury while on duty, provided such leave shall not extend beyond the end of the school year in which the injury occurs.**

#### **ARTICLE 91**

#### **ALTERNATIVE MATERNITY/ADOPTIVE/CHILD REARING LEAVE OF ABSENCE WITHOUT PAY**

- A. This Article shall not be construed as requiring any teacher to apply for an alternative maternity/adoptive/child rearing leave of absence without pay.**

- B. This Article shall not be applicable if the adoptive child is six (6) or more years of age at the time the child is received.
- C. A teacher who has completed one (1) year of continuous service shall be eligible for alternative maternity/adoptive/child rearing leave of absence without pay subject to the following conditions:
1. The teacher shall advise the **Assistant Superintendent of Human Resources**, or designee, through the principal of the school or the administrator of a department to which she is assigned of her pregnancy no later than the fourth (4th) month of pregnancy or upon ascertainment of such condition, whichever shall be the later. At such time, she shall provide a written statement from her physician indicating the expected date of delivery. Application for such leave shall be made in writing to the **Assistant Superintendent of Human Resources**, or designee, at least ninety (90) calendar days prior to the anticipated birth of the child. Such application may be rescinded at any time prior to the appointment by the Board of a replacement teacher by giving notice thereof in writing to the **Assistant Superintendent of Human Resources**, or designee.
  2.
    - a. The leave shall commence upon the date agreed upon by the **Assistant Superintendent of Human Resources**, or designee, and the teacher or the date determined by the teacher's physician or the actual date of delivery whichever shall occur first.
    - b. The granting of such leave shall take into consideration to the maximum possible degree maintenance of continuity of instruction and medical factors affecting the teacher and the pertinent time factors related thereto.
    - c. The leave shall not exceed the balance of the school year in which it commences and one (1) additional school year.
    - d. Every effort shall be made to have such leave terminated immediately prior to a new school year or semester.
    - e. The **Assistant Superintendent of Human Resources**, or designee, may, in his discretion, waive any of the provisions of Sections 1. and 2. above. Such waiver shall not be precedential in any respect.
  3. Sick leave, emergency leave, extended sick leave and personal trauma leave shall not be applicable during the period of the alternative maternity/adoptive/child rearing leave of absence without pay. Any accumulated sick leave available at the commencement of the leave shall be available to the teacher upon return to employment with the Board.

4. With the consent of the carrier, the teacher may maintain insurance and/or other benefits by making timely payments of all premiums to the Board's business office, or designee, and/or the JFT Health and Welfare Fund office.
  5. Any teacher desiring an alternative maternity/adoptive/child rearing leave of absence without pay as a result of becoming an adoptive parent shall notify the **Assistant Superintendent of Human Resources**, or designee, in writing upon the initiation of such adoption proceedings. The leave shall commence on the date the child is received. It shall be the responsibility of the applying teacher to keep the **Assistant Superintendent of Human Resources**, or designee, informed on the status of the proceedings and, as soon as known, the expected date of the delivery of the child.
  6. Provisions of this Article shall be applicable to teachers with less than one (1) year of continuous service, as the Board may deem appropriate in its sole discretion.
  7. Anything in this Article to the contrary notwithstanding, a teacher who has been granted an alternative maternity/adoptive/child rearing leave of absence without pay shall not become eligible for a subsequent alternative maternity/adoptive/child rearing leave of absence without pay unless and until such teacher has returned to full-time service for at least two (2) complete school semesters, provided under exceptional circumstances the Board may grant such a leave in its sole and absolute discretion. The granting or withholding of such leave shall be without precedential effect.
  8. A male teacher who has completed one (1) year of continuous service shall be entitled to an alternative maternity/adoptive/child rearing leave of absence without pay. Such leave shall be unpaid and shall be subject to all of the applicable notice and other requirements as set forth in this Article. Eligibility for such leave shall arise upon the anticipated birth of his child or upon his planned adoption of a child.
- D. Nothing in this Article shall be interpreted to prohibit a teacher from applying for leave under the Family Medical Leave Act, provided nothing in such act shall be construed as granting any rights not permitted by this Article.

ARTICLE 92  
FAMILY MEDICAL LEAVE ACT

- A. **Family Medical Leave Act (FMLA) shall run concurrent with any other leave provided by this Agreement to which it is applicable.**

- B. As required by law, the Board shall maintain insurance coverages for teachers on FMLA leave on the same terms as if the teacher were in active service.
- C. Nothing in this Agreement shall be interpreted to preclude the adoption of policy by the Board implementing the FMLA provided such policy is not inconsistent with such Act.
- D. Nothing in this Agreement shall be interpreted to incorporate the FMLA into this Agreement or to render any portion thereof subject to the grievance procedure of this Agreement.
- E. Time spent **solely** on FMLA leave shall not accrue toward sabbatical leave and shall be treated consistently with Article 99.

#### ARTICLE 93

#### **INCIDENTS OF ASSAULT & BATTERY**

- A. The parties endorse the concept that student acts of violence directed toward other students or school personnel should not be countenanced.
- B. **Any teacher who is the victim of an assault or battery sustained in connection with his employment shall report the same to his principal, or designee, as soon as possible who, in turn, shall make a written report regarding the incident to the Superintendent. The principal, or designee, shall report to the Superintendent all cases of assault or battery suffered by a teacher in connection with his employment.**
- C. **When an assault or battery against a teacher is committed, the responsible principal, or designee, shall take appropriate action which may include, but is not limited to, calling for the assistance of police or other authorities and excluding any student allegedly committing the assault or battery and recommending him for appropriate disciplinary action.**
- D. **Upon written request from the Federation President to the Assistant Superintendent of Human Resources,** the Board shall provide to the Federation a quarterly report of known criminal assaults and batteries on teachers.
- E. **For the purposes of this Article, “assault” is an attempt to commit a battery, the intentional placing of a teacher in reasonable apprehension of receiving a battery or making statements threatening physical harm to a teacher and “battery” is the intentional use of force or violence upon the person of another or the intentional administration of a poison or other noxious liquid or substance to another.**

ARTICLE 94  
JURY DUTY/COURT APPEARANCE

- A. Teachers selected on Federal/State juries will receive their regular rate of compensation, without loss of leave time, provided any monies received for such jury service (other than reimbursement for meals and travel) shall be remitted to the Board.
- B. 1. A teacher who shall be subpoenaed as a witness in a judicial proceeding in which he, or his immediate family, will receive no financial gain as a result thereof, or is not a party to such proceeding, shall suffer no loss of pay or benefits. (For the purpose of this Article immediate family shall include only the teacher's mother, father, sister, brother, children or spouse.) The teacher shall notify his principal, or designee, of the service of such subpoena as promptly as possible and shall advise of the details of such proceeding in sufficient detail to permit a determination of the applicability of this Section. Upon request of the principal, or designee, the teacher shall also furnish a copy of the subpoena. The teacher shall remit to the Board any monies received in connection with such proceedings other than reimbursement of meals and travel. This Section shall not be applicable more than three (3) days in any school year except as the Superintendent, or designee, shall allow in his sole discretion and without precedential effect.
2. A teacher who is subpoenaed for a court proceeding which is work related and such occurs during a teacher's non-contractual work time, the teacher shall be compensated therefore at a per diem rate for each such day, or pro-rata for a portion of such day that the teacher is required to appear in court.
3. A teacher who is required to prepare for a court proceeding, as deemed necessary by the Board, shall be compensated therefore at a per diem rate for each such day, or pro-rata for a portion of such day, if such occurs during a teacher's non-contractual work time.

ARTICLE 95  
MILITARY LEAVE

- A. **Teachers who are members of the Officers' Reserve Corps of the Army of the United States, the National Guard of the United States, the Naval Reserve Corps, the Marine Corps Reserve, the Air Force Reserve, the Citizens' Military Training Corps, or the Civil Air Patrol, either officers or enlisted persons, are entitled to leave of absence from their respective duties, without loss of pay, time, annual leave, or efficiency rating, on all**

days during which they are ordered to duty with troops or at field exercises or for instruction, for periods not to exceed fifteen (15) days in any one (1) calendar year; and when relieved from duty, they are to be restored to the positions held by them when ordered to duty.

- B. Any teacher who may be called to active service in any of the armed forces of the United States for a period in excess of fifteen (15) days, or who shall enlist, be inducted or otherwise enroll in the military service of the United States, shall be granted a military leave, without pay or benefits. Tenure rights that the teacher had attained prior to leave shall not be affected. Within thirty (30) days after discharge, the teacher must apply to the Assistant Superintendent of Human Resources for reinstatement. The teacher shall then be reinstated based on his education and years of experience and in accordance with the salary then in effect. The teacher shall be reinstated into his former position if same is available; otherwise, he shall be reinstated in a position of comparable status and salary.
- C. 1. The Board shall maintain insurance coverage(s) for a teacher **embarking** on Military Leave **until such time as he reports for duty** on the same terms as if the teacher were in active service **with the school system**, provided the teacher elects continued coverage. **The Board shall maintain all insurance coverage(s) for a teacher called to service pursuant to Section B. above until such time as the teacher reports for military duty provided the teacher is already enrolled in the insurance plan(s).**
2. A teacher returning from Military Leave shall have the right to resume all insurance coverage(s) held prior to such leave.

ARTICLE 96  
PERSONAL TRAUMA LEAVE

- A. 1. Upon written notice submitted by a teacher to the **Assistant Superintendent of Human Resources**, or designee, a leave of absence without loss of pay of up to three (3) school days shall be granted in the event of a death in the immediate family of such teacher or his spouse, provided if the funeral shall be in a location more than two hundred (200) miles from New Orleans, and such shall be verified, the teacher shall be granted one (1) additional school day of leave. Personal trauma leave shall be taken within ten (10) calendar days of the death (except under extraordinary circumstances which shall be fully detailed).
2. The **Assistant Superintendent of Human Resources**, or designee, shall grant such leave to a teacher in the event the teacher was absent prior to the death of an immediate family member of such teacher or his spouse.

The request for such leave shall be in writing and shall contain convincing documentation. Such leave shall be in lieu of or in conjunction with such leave outlined in Section A.1.

- B. "Immediate family" shall include the teacher's spouse, children (including step-children), parents, step-parents, grandparents (**including step-grandparents**), grandchildren (**including step-grandchildren**), brothers, sisters (including half-sisters and half-brothers), brothers-in-law, sisters-in-law, great grandparents, daughters-in-law and sons-in-law. Also included are any individuals over which the teacher has legal guardianship. The immediate family of the teacher's spouse includes children (including step-children), brothers, sisters (including half-brothers and half-sisters), brothers-in-law, sisters-in-law, parents, step-parents, grandparents (**including step-grandparents**), grandchildren (**including step-grandchildren**), great grandparents, daughters-in-law and sons-in-law.
- C. The leave of absence authorized by this Article shall be in addition to any leave provided by this Agreement or otherwise, and shall not be subtracted from them. The leave authorized by this Article shall be non-cumulative.
- D. If requested, verification of death and relationship shall be provided.
- E. Upon the death of an active teacher, twenty percent (20%) of the full-time staff of the building from the deceased teacher's school, not to exceed eight (8) teachers, shall upon request, be excused to attend the funeral if the services are held during the school day. The principal may in his discretion and non-precedentially excuse additional teachers for such attendance.

## ARTICLE 97 PROFESSIONAL LEAVE

- A. During a school year, (except during the first ten (10) teacher employment days and the last twenty (20) teacher employment days), teachers shall be allowed one (1) day of professional leave without loss of pay (but without any travel reimbursement) for the purpose of participating in professional activities, the date and nature of which shall be approved by the teacher's principal.
- B. Application for professional leave shall be in writing and submitted to the principal, or designee, as far in advance of the date of requested leave as possible. Such application shall include all pertinent information.
- C. 1. Professional leave is intended to permit teachers to participate in professional activities which offer a high expectation of benefits to enhance the ability of the teacher to more effectively perform his duties for the Board and to further the educational objectives of the Board. Professional leave is not intended to permit teachers to meet personal

obligations or responsibilities whether or not related to the school system. Teachers shall verify their participation in the professional activity(ies) giving rise to the leave, utilizing the form (if any) provided for such purpose. **A teacher on an Intensive Assistance Plan (IAP) may be required by the principal to utilize a professional leave day related to the area in which he is in need of improvement and may be required to give a written report as to the use of his professional leave day.** All other teachers shall not be required to give a verbal report as to the use of their professional leave days.

2. The teacher shall not be required to take a professional leave day if directed to supervise/sponsor school activities.
- D. Professional leave may be denied where the absence of the teacher would not be in the best interest of the school because of the absence of other teachers, special activities occurring in the school or unusual disciplinary problems. Professional leave can be used to facilitate the teacher's completion of graduate studies at an institution of higher learning only if such cannot be reasonably completed on non-school days or hours. Professional leave is not applicable to participation in activities sponsored by employee labor organizations unless approval is given by the Superintendent.
- E. Requests for such leave shall not be capriciously denied provided a teacher's request for a professional leave during the last twenty (20) working days of the school year shall be approved if such leave is for the purposes of attendance at a seminar, workshop, and/or convention/conference, which has been approved by an appropriate administrator, and provided further such approval of a seminar, workshop, and/or convention/conference shall not be precedential.
- F. Teachers may request and be granted additional professional days, provided such additional days if granted shall be without precedence as to any other request for additional professional days.
- G. Teachers with children attending Jefferson Parish Public Schools may be released from their duties in order to attend programs in which their children are participants. Any such release shall be non-precedential and within the sole discretion of the building principal or any other appropriate supervisor. Said decision of the principal/supervisor shall not be arbitrary and/or capricious.

## ARTICLE 98 PUBLIC SERVICE LEAVE

A teacher elected or appointed to a local, state or national public office may upon written application therefor be granted a leave of absence without pay during the term of such office for a period not to exceed two (2) years. Alternatively, the teacher may

apply for intermittent leave of absence without pay to attend official meetings incident to such office provided absence therefor does not exceed one (1) day (or a portion thereof) during any calendar month and that advance written notice at least seven (7) calendar days be given to the **Assistant Superintendent of Human Resources**, or designee, as to the date of each such absence (except in an emergency when such notice shall be given as soon as possible). Such leave shall be granted if in the non-precedential judgement of the Board such leave will not unduly interfere with the instructional program and the leave will likely redound to the benefit of the school system.

This Article is not applicable to teachers holding positions on the State Retirement Board, Jefferson Parish School Board committees, other education committees or the like, provided teachers duly serving on the State Retirement Board or on Jefferson Parish School Board committees shall be released from their duties without loss of pay or other benefits in order to attend official meetings thereof.

#### ARTICLE 99 SABBATICAL LEAVE

- A. Eligible teachers who have completed twelve (12) or more consecutive semesters in the Jefferson Parish Public School System may apply for a sabbatical leave of absence of two (2) semester's duration immediately following such period of service.
- B. Eligible teachers who have completed six (6) or more consecutive semesters in the Jefferson Parish Public School System may apply for a sabbatical leave of absence of one (1) semester's duration immediately following such period of service.
- C. Active service accumulated toward sabbatical leave as provided in Sections A. and B. above shall not be deemed to be interrupted by any of the following:
  - 1. Absence on sick leave, extended sick leave, additional extended sick leave, long-term sick leave, donated sick leave or special leave without pay, as provided in Article 100;
  - 2. Absence on alternative maternity/adoptive/child rearing leave of absence without pay, as provided in Article 91;
  - 3. Absence on special leave without pay due to medical reasons, as provided in Article 101, if at the time such leave is granted by the Board it is deemed not to interrupt the accumulation of service, provided the semester(s) in which a special leave without pay occurs shall not be counted in the computation of semesters for qualification for sabbatical leave;

4. Absence on Family Medical Leave Act (FMLA), as provided in Article 92, if at the time such leave is granted by the Board it is deemed not to interrupt the accumulation of service, provided the period of time in which FMLA occurs shall not be counted in the computation of semesters for qualifications for sabbatical leave.
- D. An application for a sabbatical leave will be considered for professional and cultural improvement or for medical leave.
  - E. Teachers who are granted sabbatical leave shall receive and be paid compensation at the rate of sixty-five percent (65%) of the teacher's salary at the time the leave begins.
  - F. Applications for a sabbatical leave shall be filed in accordance with the **Human Resources Policy Manual Procedures** in effect at the time of the request. Applicable state laws will always control the provisions of this Article.
  - G. Teachers on medical sabbatical leave are not eligible for employment as adult education teachers.
  - H. The obligation of the teacher on sabbatical leave to return to employment with the Board shall be in accordance with the then prevailing state law.
  - I. A teacher on sabbatical leave shall enjoy all rights afforded under this Agreement, and shall be bound by all the provisions contained therein, Section D., of this Article notwithstanding.
  - J.
    1. Teachers granted sabbatical leave shall be prohibited from being employed by any public or private elementary or secondary school in Louisiana or in any other state.
    2. Teachers granted medical sabbatical leave shall spend such leave in a manner calculated to attain that purpose.
    3. Teachers granted sabbatical leave shall also be subject to other reasonable rules and regulations which have been previously promulgated by the Board and which are not inconsistent with state law. The Board expressly recognizes the right of the Federation to challenge any such recently adopted rules and regulations on the basis of violation of state law through the grievance process and/or litigation.
  - K. Coaches on sabbatical leave for professional improvement shall be allowed to coach pursuant to guidelines established by the Louisiana High School Athletic Association.

- L. 1. Teachers who work extended employment for a period in excess of the nine (9) month contractual period and as of July 15, 1992, were eligible for a sabbatical leave from the Jefferson Parish Public School System shall be granted such leave for the period of extended employment.
- 2. Teachers who work extended employment for a period in excess of the nine (9) month contractual period and were not eligible for a sabbatical leave from the Jefferson Parish Public School System as of July 15, 1992, shall be granted such leave in accordance with state law. The teacher granted such leave shall not be eligible for the period of extended employment whether such occurs prior to or following the period of such leave.
- 3. If during the life of this Agreement, the state and/or Board promulgates a change in the current sabbatical leave law/policy, the language of Article 54, Section I., shall revert forthwith to that which was in force during the 1991-92 school year. Such language shall also include all members of the bargaining unit who work extended employment.

ARTICLE 100  
SICK AND/OR EMERGENCY LEAVE

- A. Teachers employed on the first day of each school year shall be credited with ten (10) school days to be used for personal illness and/or emergency leave.
- B. Eleven (11) and twelve (12) month contractual teachers shall be credited with eleven (11) and twelve (12) days respectively for personal illness and/or emergency leave.
- C. Teachers employed after the beginning of the contractual year shall be credited with one (1) day per month of the remaining contractual year to be used for personal illness and/or emergency leave.
- D. 1. If a teacher has exhausted all accrued sick and/or emergency leave, and is still unable to return to work by reason of sickness or disability, upon written application and submission of a statement from the attending licensed physician, the teacher shall be granted **up to twenty (20) extended sick leave days**. Teachers who are granted extended sick leave shall receive and be paid compensation at the rate of sixty-five percent (65%) of the teacher's salary at the time the leave begins.
- 2. a. Upon the exhaustion of all accrued sick and/or emergency leave and/or **twenty (20) days of** extended sick leave, if the teacher is still unable to return, upon written application and certification of the attending licensed physician, the teacher may apply to be placed

on additional extended sick leave or special leave without pay for the remainder of the school semester. The teacher shall be allowed to take up to ninety (90) days of additional extended sick leave in each six (6) year period of employment. This sick leave may be used for personal illness or illness of an immediate family member. Unused days during any six (6) year period of employment shall not accumulate or carry forward into the next six (6) year period of employment.

- b. Teachers who are granted additional extended sick leave, shall receive and be paid compensation at the rate of sixty-five percent (65%) of the teacher's salary at the time the leave begins.
  - c. All time spent on additional extended sick leave is regular service time for all purposes for which service time is calculated or used. The teacher shall continue to be eligible for health insurance benefits as if actively at work and shall self-pay his share if salary is insufficient to cover the deduction. The teacher shall be eligible for participation in the appropriate retirement system of Louisiana based on monies earned and in accordance with the rules and regulations of the retirement system of Louisiana. All leave taken under this provision will be charged against the teacher's entitlement under the Family Medical Leave Act.
3.
    - a. Upon the exhaustion of all accrued sick and/or emergency leave and/or **twenty (20) days of** extended sick leave and/or **ninety (90) days of** additional extended sick leave, if a teacher is still unable to return to work, by reason of catastrophic illness upon written application and certification of the attending licensed physician, the teacher may apply to be placed on long-term sick leave or special leave without pay for the remainder of the school year. Eligibility for long-term sick leave shall be determined by the **Assistant Superintendent of Human Resources**, or designee, whose decision shall be final and not subject to the provisions of Article 15 of this Agreement or any other form of appeal.
    - b. The teacher shall be allowed to take up to ninety (90) days of long-term sick leave in each six (6) year period of employment. Unused days during any six (6) year period of employment shall not accumulate or carry forward into the next six (6) year period of employment.
    - c. Teachers who are granted long-term sick leave shall receive and be paid compensation at the rate of fifteen percent (15%) of the teacher's salary at the time the leave begins.

- d. All time spent on long-term sick leave is regular service time for all purposes for which service time is calculated or used. The teacher shall continue to be eligible for health insurance benefits as if actively at work and shall self-pay his share if salary is insufficient to cover the deduction. The teacher shall be eligible for participation in the appropriate retirement system of Louisiana based on monies earned and in accordance with the rules and regulations of the retirement system of Louisiana.
4. If such special leave without pay was for a period less than thirty (30) working days, and if the teacher is still unable to return to work at the beginning of the next school semester, upon certification of the attending physician the teacher will be placed on special leave without pay for one (1) additional semester and may be similarly renewed for one (1) additional semester. If such leave is for a period more than thirty (30) working days, and if the teacher is still unable to return to work at the beginning of the next school semester, upon certification of the attending physician the teacher will be placed on special leave without pay for one (1) additional semester. A condition of such additional semester(s) of special leave without pay shall be that no compensation of whatsoever nature shall be due the teacher from the Board, provided the teacher may continue all group insurances and/or other benefits by making timely advance payments for the premiums therefor to the Board's business office, or designee, and/or the JFT Health and Welfare Fund office. The failure of the teacher to request such additional semester(s) of special leave without pay shall be deemed a submission of resignation. If the teacher is still unable to return to work at the expiration of such additional semester(s) leave, the teacher shall have the option to resign or be deemed permanently disabled.
5. The teacher may request early return from special leave without pay by submitting on the appropriate form(s) a request for reinstatement to the **Assistant Superintendent of Human Resources**, or designee, who may grant such request in his sole discretion if consistent with the employment needs of the school district.
6. A teacher on leave pursuant to this Section shall be subject to provisions regarding reduction-in-force during the period of such leave. Upon return from such leave, the teacher shall be assigned to an existing vacancy without regard to the teacher's assignment at the time of commencement of such leave.
7. If during the life of this Agreement, any State/Federal entity of competent jurisdiction promulgates a pertinent change in the current extended sick leave law, the language of Article 100, Section D. 1. and D. 2., shall revert forthwith to that which was in force during the 1991-92 school year. At the

request of either party, the parties shall promptly meet to determine the appropriateness of such language under the then prevailing circumstances.

- E. Utilization of sick and/or emergency leave shall be in units of one-half (1/2) days. Should the work location of an absent teacher close for one-half (1/2) day or more for an emergency, the absent teacher shall not be charged for absence during such period of closure. This Section shall not be applicable on any day when the normal teacher workday is reduced.
- F. A teacher shall not be considered excessively absent if such teacher can provide convincing documentation to substantiate his absences.
- G. Upon a teacher's discharge, resignation, death or retirement, the teacher or his estate, where applicable, shall be compensated for up to twenty-five (25) days of unused sick and/or emergency leave. In the event a teacher returns to employment in the Jefferson Parish Public School System, he shall be credited with that portion of sick and/or emergency leave that had not been reimbursed under this Section.
- H. A teacher shall notify the principal, or designee, at least sixty (60) minutes prior to the beginning of the normal teacher work day, when he will be absent. For the purpose of this Article, absence refers to the use of sick, emergency and/or personal leave.
- I.
  - 1. Teachers who have perfect attendance over a full **semester** shall be afforded one of the following options:
    - a. **Two hundred fifty dollars (\$250.00) issued in a supplemental check with all appropriate deductions, or**
    - b. **Two hundred fifty dollars (\$250.00) in supplies.**
  - 2. Teachers who choose to order supplies must do so in accordance with the proper purchasing guidelines.
  - 3. For the purposes of this Section, perfect attendance is defined as no absences being charged against a teacher's sick and/or emergency leave account except those donated according to Board policy.
  - 4. Equipment purchased with the funds allocated in this Article, shall become the property of the Jefferson Parish Public School System. For the purpose of this Section, equipment shall include audio visual, computer hardware, television, camera, camcorder and any hardware associated with the aforementioned equipment. Should the teacher transfer to another school/work site, the equipment shall be transferred. The

purchased equipment shall accompany the teacher until the teacher retires or resigns from the school system or until the equipment becomes unusable.

ARTICLE 101  
SPECIAL LEAVE WITHOUT PAY

A teacher may request a special leave without pay. Such leave shall be for some purpose other than that as otherwise provided herein. Such leave shall be without any other benefit, except during such period of leave teachers may maintain any insurance provided teachers by making timely advance payments of all premiums due to the Board's business office, or designee, provided such is allowed by the insurance carrier. Application for such leave shall be submitted in writing to the **Assistant Superintendent of Human Resources**, or designee, upon the proper form. The granting or withholding of any request for special leave shall be within the sole discretion of the Board and shall be non-precedential with respect to any other application. Requests for such leave shall not be denied for any reason unrelated to the best interests of the school system.

Upon return from a special leave without pay taken for reason(s) of illness, the teacher shall be returned to the school and assignment from which the leave was taken if a certified replacement teacher has not yet been appointed.

ARTICLE 102  
ACADEMIC GAMES SPONSORS

Teachers shall be compensated promptly, but no later than ten (10) work days following the performance of those duties associated with Academic Games inservice and/or competitions.

ARTICLE 103  
**CRISIS TEAM MEMBERS/COORDINATORS**

**Individuals who serve as members or coordinators on the Crisis Team shall be compensated in accordance with Article 62 when required by their supervisor to perform duties outside the normal teacher work day.**

ARTICLE 104  
DEPARTMENT HEADS/GRADE CHAIRPERSONS

- A. 1. The principal shall appoint a Department Head/Grade Chairperson from a list of three (3) names submitted by the teachers of the respective

department/grade level. The teacher appointed to such position shall be fully certified.

2. **In middle schools, if there are fewer than five (5) teachers in a department but the minimum number of sections taught within that department is at least fifteen (15), then all teachers who are assigned sections shall meet and submit to the principal a list of three (3) names to serve as the Department Head. The principal shall appoint a Department Head from the list of three (3) names submitted by the teachers.**
- B.
1. If there are five (5) or more teachers in the department/grade level, the teacher so appointed as Department Head/Grade Chairperson, shall receive a stipend of one hundred fifty dollars (\$150.00) per semester plus fifteen dollars (\$15.00) per additional teacher per semester. **Total compensation shall not exceed** three hundred forty-five dollars (\$345.00) per semester. Payment shall be made no later than five (5) work days following the end of the semester.
  2. **If there are fifteen (15) or more sections of reading classes in the middle school, the teacher so appointed as the Reading Department Head shall receive a stipend of one hundred fifty dollars (\$150.00) per semester, plus fifteen dollars (\$15.00) per additional five (5) sections per semester. Total compensation shall not exceed three hundred forty-five dollars (\$345.00) per semester. Payment shall be made no later than five (5) work days following the end of the semester.**
- C. For the purposes of this Article, "teachers" shall be computed as those who regularly teach in the department/grade level at least fifty percent (50%) of the time.
- D. The position of Department Head/Grade Chairperson is not to be construed as an evaluative or supervisory responsibility. In no instance shall a Department Head/Grade Chairperson complete any evaluation or supervisory forms or participate in the observation and evaluation of teachers.
- E. If Department Heads/Grade Chairpersons have responsibilities which require attendance at meetings, such meetings shall be held during the school day except as circumstances necessarily otherwise dictate.
- F. For the purposes of this Article, "counselors" shall be a department.
- G. For the purposes of this Article, elementary special education teachers who are in an inclusion class shall be computed with those teachers with whom they regularly teach within the department/grade level and shall be excluded from the

number of special education teachers, provided the special education teachers exceed five (5) in number.

#### ARTICLE 105 RANKING TEACHERS

- A. The principal shall appoint the ranking teacher and an alternate at the beginning of the school year and notify all teachers at the school of such appointment. Such teacher shall be fully certified.
- B. Teachers who serve duty as the ranking teacher shall be compensated at the rate of **ninety dollars (\$90.00) per day in addition to their daily rate of pay.**
- C. **The principal, or designee, shall provide an overview of the duties and responsibilities associated with the position of ranking teacher to the teacher and alternate, if applicable, who are appointed to such positions.**

#### ARTICLE 106 SCHOOL BASED COMMITTEES

- A. Section 504
  - 1. In those circumstances when a teacher is required to serve as **Coordinator** of the Section 504 Committee, the principal shall make every effort to relieve such teacher of homeroom and/or duties such as bus, recess and lunch supervision or be assigned an extra planning period per week.
  - 2. Members of the Section 504 Committee shall make every effort to establish their meeting times/dates upon mutual agreement.
  - 3. In the event the **Coordinator** of the Section 504 Committee is a teacher, he shall receive a stipend based upon the following: **two hundred fifty dollars (\$250.00)** per semester if based at a kindergarten center or special school, **four hundred dollars (\$400.00)** per semester if based at a school without an assistant principal, **five hundred dollars (\$500.00)** per semester if based at a school with one (1) assistant principal, and **six hundred fifty dollars (\$650.00)** per semester if based at a school with more than one (1) assistant principal.
- B. Act 1903
  - 1. **In those circumstances when a teacher is required to serve as Lead Facilitator of Act 1903, the principal shall make every effort to relieve**

**such teacher of homeroom and/or duties such as bus, recess and lunch supervision or be assigned an extra planning period per week.**

2. In the event the **Lead Facilitator** of the Act 1903 Committee is a teacher, he shall receive a stipend based upon the following: **one hundred seventy-five dollars (\$175.00)** per semester if based at a kindergarten center or a special school, **two hundred twenty-five dollars (\$225.00)** per semester if based at a school without an assistant principal and **two hundred seventy-five dollars (\$275.00)** per semester if based at a school with an assistant principal.

**C. DIBELS Lead Facilitator**

**A teacher who is selected to serve as a Lead Facilitator shall receive a stipend based upon the following: one hundred fifty dollars (\$150.00) per semester if based at a school without an assistant principal and two hundred twenty-five dollars (\$225.00) per semester if based at a school with an assistant principal.**

ARTICLE 107  
TECHNOLOGY COORDINATORS

- A. A **classroom** teacher who **also** serves as **the school's** Technology Coordinator for his school shall receive an annual stipend equal to that received during the **2008-09** school year. The criteria for such stipend shall be based upon the Formula Used to Compensate School-Based Technology Coordinators as established by the Jefferson Parish Public School System Technology Department.
- B. **This Article shall not apply to teachers who are assigned as the full-time coordinator for the 1 to 1 Laptop Program at individual school sites.**

ARTICLE 108  
CERTIFICATION COMPENSATION/EMPLOYMENT REQUIREMENTS

- A. On filing verification of having successfully passed the Praxis, teachers shall receive retroactive pay applicable to such from the work day following the date on which the test was passed (not including summer school), provided in no event shall retroactive payment extend beyond the school year (or succeeding summer) in which such filing occurs.
- B. Teachers who update certificates or obtain certification resulting in pay increases shall be paid retroactively to the date of eligibility for the certificate, provided one applies within a semester of obtaining eligibility.

- C. Teachers who obtain additional degrees resulting in pay increases shall be paid retroactively to the date the degree was received, provided one applies within a semester of obtaining such.
- D. A teacher who is required to teach in an area(s) outside his area(s) of certification shall not be assessed a fee for such Out of Field Authority to Teach (OFAT).
- E. Effective with the 2002-2003 school year, teachers who obtain certification from the National Board for Professional Teaching Standards (NBPTS) shall receive an annual stipend of two thousand five hundred dollars (\$2,500.00).
- F. Teachers who are initially employed by the Board shall not be required to pay for costs associated with criminal background checks by local, state and/or federal agencies, including but not limited to finger printing.
- G. Teachers who are initially employed by the Board shall not be required to pay for costs associated with required drug screenings.
- H. Teachers who possess a Practitioner's License (PL) or Temporary Authority to Teach (TAT) shall provide the **Human Resources Department** with proof of required documentation for the re-issuance of such temporary certification no later than August 1<sup>st</sup> of each year in order to be considered for re-employment for the upcoming school year.

#### ARTICLE 109 EXPERIENTIAL COMPENSATION

- A. Experiential credit shall be given a teacher for all satisfactory teaching services completed at a time he was properly certified, in accordance with the Louisiana State Department of Education Bulletin 746 and any subsequent revisions, to teach such services and such teaching occurred in a school approved by the State Department of Education based on the following:
  - 1. At least one-half (1/2) year's experience for each seventy (70) days in one (1) school semester;
  - 2. At least one (1) year's experience for each one hundred forty (140) days in one (1) school year.
- B. Experiential credit shall similarly be given for satisfactory teaching services in a state accredited public school system in any of the other states of the United States if completed at a time he was properly certified or held the appropriate state issued credential to teach such services.

- C. Social Workers will receive credit for all verified post-master experience provided that they possess the ACSW and/or BCSW/LCSW certifications. Applicants without the ACSW and/or BCSW/LCSW certifications will be eligible for a maximum of two (2) years post-masters experience.
- D. All experience shall be computed at the beginning of the spring semester and July 1st.
- E. Teachers employed by the Board prior to the 1981-82 school year shall not receive retroactive pay or any change of placement on the salary schedule as a result of this Article. Previously accepted years of experience shall not be diminished or denied.
- F. Outside experience shall be verified by the **Assistant Superintendent of Human Resources**, or designee. Notice that verification has been requested shall be concurrently given to teachers. Upon receipt of experience verification, the **Assistant Superintendent of Human Resources**, or designee, shall forward a copy of notice of the verification to the teacher. If verification of experience is not received by the teacher within thirty (30) calendar days of the verification request, the teacher may request the forwarding of a second verification request. Subsequent requests for verification shall be the responsibility of the teacher.
- G. The Board shall report all years of experience of a teacher formerly employed by the Board to the agency seeking such verification of experience. If the Board should report to a prospective employing agency that a teacher would not be re-employed, such shall contain the number of satisfactory and/or unsatisfactory years of service if requested on the verification form by the prospective employing agency.
- H. Experiential credit shall be given a teacher for all satisfactory teaching services completed during the time when such teacher was employed on a Practitioner's License (PL) and/or a Temporary Authority to Teach (TAT), provided the teacher submits verification of such to the **Human Resources Department**.
- I.
  - 1. Experiential credit shall be given a Registered Nurse (RN) for work experience during the time when the nurse was employed as a school nurse at the rate of one (1) year for every one (1) year experience as a school nurse, provided the nurse submits verification of such to the **Human Resources Department**.
  - 2. Experiential credit shall be given a nurse for work experience during the time when such nurse was employed as a Registered Nurse (RN), provided the nurse submits verification of such to the **Human Resources**

**Department.** Experiential credit shall be given as follows: up to two (2) years of experiential credit for two (2) years of work experience as a RN.

3. Nurses currently employed by the Board shall receive a change of placement on the salary schedule as a result of this Section.
- J. Experiential credit shall be given a VTIE certified teacher for work experience during the time when such teacher was employed in the area in which he is VTIE certified, provided the teacher submits verification of such to the **Human Resources Department**. One (1) year of experiential credit shall be given for every four (4) years of experience in the applicable area.
- K. Experiential credit shall be given a teacher for work experience during the time when such teacher was employed as a **paraeducator** in the Jefferson Parish Public School System, provided such experience is verified by the **Human Resources Department**. One (1) year of experiential credit shall be given for every four (4) years of experience as a **paraeducator**. Teachers employed by the Board prior to the 2004-05 school year shall not receive retroactive pay or change of placement on the salary schedule as a result of this Section.

#### ARTICLE 110 EXTENDED EMPLOYMENT

- A. Teachers required to work in excess of the contractual period shall be compensated therefor at a per diem rate for each such day, or pro-rata for a portion of such day. The contractual period shall not exceed one hundred eighty-three (183) days, provided this shall not preclude additional teacher employment days required to comply with state law or regulation.
- B.
  1. In the event, a newly employed teacher is afforded the opportunity to attend inservice training prior to the beginning of his contractual year, he shall be compensated at the rate of one hundred fifty dollars (\$150.00) for each such day, or pro-rata for a portion of such day.
  2. For the purpose of this Section, "newly employed teacher" shall mean a teacher who was not employed in the Jefferson Parish Public School System during the previous school year.
  3. **Newly employed teachers who attend the inservice training shall be compensated no later than ten (10) work days after such training occurs, unless extenuating circumstances make it unreasonable or impractical.**

- C. Teachers who are required to work an extended year shall be permitted to use one (1) accrued sick leave day for personal illness and/or emergency reasons. This Section shall not apply to Section B. above.

#### ARTICLE 111 GRAND ISLE SPECIAL LEAVE DIFFERENTIAL

Teachers regularly assigned to Grand Isle shall be granted up to three (3) days leave of absence per school year without loss of pay for the purpose of securing necessary medical services and/or other necessary personal services not available within the Grand Isle community. Except in an emergency, the teacher shall notify the principal in writing of the need to take such leave as far in advance as possible. In all instances the teacher shall verify the proof of such services for the additional leave for services granted under this Article. This leave shall be non-cumulative.

#### ARTICLE 112 HOSPITALIZATION

- A. The Board shall pay, during the life of this Agreement, ninety percent (90%) of the employee only monthly premium rate or contribute five hundred sixty-two dollars and twenty cents (\$562.20) annually toward the cost of health care coverage provided by the Board. The following is the order in which contributions shall be applied toward health insurance premiums: (1) state contributions, (2) Board contributions, and (3) employee contributions.
- B. The existing benefits in the current hospitalization program offered by the State shall not be reduced by Board action during the life of this Agreement.

#### ARTICLE 113 INCENTIVE PAY

- A.
  - 1. Teachers assigned to a school receiving incentive pay during the 1992-93 school year shall not have that amount diminished during the life of this Agreement, except as provided below.
  - 2. If a teacher assigned to an incentive pay school during the 1992-93 school year voluntarily transfers from such school, the teacher shall no longer receive incentive pay, except in accordance with Section B. below, even if the teacher returns to an incentive pay school.
  - 3. If a teacher assigned to an incentive pay school during the 1992-93 school year is involuntarily transferred:

- a. the teacher shall continue to receive the incentive pay if transferred to another incentive pay school; or
  - b. the teacher shall have his incentive pay reinstated upon return to the incentive pay school from which he was transferred.
4. Effective with the 1993-94 school year, teachers who are voluntarily or involuntarily transferred or appointed to these incentive pay schools shall not receive incentive pay, except in accordance with Section A.3. above and Section B. below.
- B. Teachers at Grand Isle shall continue to receive incentive pay equal to the amount received in the 1983-84 Agreement.
- C. At such time that the Board determines that incentive pay shall be reduced or eliminated, teachers at the affected schools shall be so notified in time for them to apply for voluntary transfers prior to the implementation of such reduction or elimination.
- D.
  1. **The Board and the Federation shall meet within sixty (60) days following a determination by the Department of Education that a school is “academically unacceptable” under the Louisiana Accountability Program in order to determine if additional compensation will be provided for teachers assigned to such school.**
  2. **The Board and the Federation will meet to determine whether staffing problems or a critical teacher shortage at any particular school warrants the payment of additional compensation for fully certified teachers in order to staff such school.**

#### ARTICLE 114

#### JFT HEALTH AND WELFARE FUND

- A.
  1. During the **2009-10 school year**, the Board shall contribute **three hundred fifty dollars (\$350.00)** per school year for each bargaining unit employee.
  2. **Beginning with 2010-11 school year**, the Board shall contribute **four hundred dollars (\$400.00)** per school year for each bargaining unit employee.
- B. Calculation procedures for members of the bargaining unit shall be as follows:
  1. A monthly personnel printout listing all bargaining unit personnel produced at the end of each calendar month and copies distributed to both the

Jefferson Federation of Teachers and the Jefferson Parish Public School System will be the basis for the total of all bargaining unit personnel.

2. The **Human Resources Department** will establish the number of work days within each month of the work year, based upon one hundred eighty-three (183) work days or a portion thereof for bargaining unit employees hired after the beginning of the school year.
  3. The **Human Resources Department** will divide the JFT Health and Welfare Fund payout per bargaining unit personnel per work year, according to Section A. above, by the number of work days, according to subsection B.2. above, which will produce the per day dollar value contribution to the JFT Health and Welfare Fund.
  4. At the end of each calendar month, upon receipt of the personnel printout, according to subsection B.1. above, the Chief Financial Officer, or designee, will calculate the payment due to the JFT Health and Welfare Fund by multiplying the per day dollar value of the Board's contribution, according to subsection B.3. above, times the number of work days in the work month, times the number of bargaining unit employees as listed on the monthly personnel printouts.
  5. Payment shall be made to the JFT Health and Welfare Fund according to the following schedule within five (5) working days after the close of October, January, March and after the close of the school year. The payment will be the sum of each month's calculation, according to subsection B.4. above, for each month within the appropriate monthly periods denoted in this subsection.
- C. Bargaining unit employees who enter employment after the beginning of the school year shall become members of the Fund. Contributions for such employees shall be in accordance with Section B. of this Article.
- D. Trustees designated by the Federation shall be excused without loss of pay or other benefits for those occasions necessary to discharge the responsibilities of their office.
- E.
1. The Board and the Federation hereby agree to the establishment and maintenance of a Cafeteria Plan covering all bargaining unit members, effective January 1, 1997.
  2. The Cafeteria Plan shall be adopted and administered under the authority of the Restatement and Declaration of Trust governing the JFT Health and Welfare Fund by its Board of Trustees.

3. The Trustees may allocate to the Cafeteria Plan from the Board's annual contribution to the JFT Health and Welfare Fund such reasonable amounts as the Trustees identify as appropriate to assist in payment of the Cafeteria Plan's necessary administrative costs; necessary legal, audit, consulting or other professional expenses; or participant benefits. The Trustees shall establish a plan design and benefit structure for the Cafeteria Plan allowing participants to elect to allocate designated compensation amounts for Medical Reimbursement Accounts and/or Dependent Care Reimbursement Accounts.
4. The parties agree to amend the Restated Agreement and Declaration of Trust to incorporate the intent of these provisions.

#### ARTICLE 115 PAYCHECKS

- A.
  1.
    - a. Teachers shall be paid twice a month and shall have the option of receiving this pay for a ten (10) or a twelve (12) month period. The pay distribution shall be on the fifteenth (15th) and the last day of each month commencing with September 15th as the first pay. When a pay day falls on or during a school holiday, teachers shall receive their pay checks on the workday preceding the holiday, except in December when the pay check for the last day of the month shall be mailed to arrive for December 31st.
    - b. **During the life of this Agreement, the Board shall make every effort to provide the teachers who are newly employed in the Jefferson Parish Public School System and begin work on the first teacher work day to be paid twice a month with the option of receiving this pay in twenty-one (21) paychecks or twenty-five (25) paychecks, with the first paycheck being issued on August 31<sup>st</sup>.**
  2. Teachers shall have direct deposit of their paychecks to the bank and/or financial institution of their choice.
  3. Teachers may request the remainder of their escrow salary, after all applicable deductions have been made, shall receive their escrow salary only if such request is based on a qualifying life event (i.e. marriage, divorce, death of a family member in accordance with Article 96, birth or adoption of a child, surgery or serious illness) as verified and approved by the **Assistant Superintendent of Human Resources** or designee.
- B. Deductions from pay checks shall be in as equal amounts as possible.

- C. Additions or cancellations of deductions must be received by the Payroll Department ten (10) workdays prior to the issuance of the pay check. Additions or cancellations of deductions for June, July and/or August pay checks must be received no later than June 1<sup>st</sup>.
- D. Should a teacher be on an approved leave without pay that extends through, or beyond, the current school year and such teacher has escrowed salary, the teacher shall have the option of **one of the following provided such option is not contrary to law, voided or invalidated by any court of competent jurisdiction, or any administrative agency having jurisdiction regarding this Section:**
1. Receiving the escrowed salary in one lump sum; or
  2. Receiving pay checks, as provided above, equal to regular checks (or the escrowed amount, whichever is less), until the escrowed amount is depleted. In the event the escrowed amount is not depleted by June 15, the remaining sum shall be paid on June 30.
- Should the teacher not inform the **Assistant Superintendent of Human Resources**, or designee, by certified letter or hand delivered and receipted, of the option chosen, option D. 2. shall be followed.
- E. Where feasible, when a supplemental check is issued to a teacher, the workshop title or reason for such supplemental pay shall be denoted on the check.

#### ARTICLE 116 SALARY

- A. The salary schedule for the **2009-10** school year shall be as it appears in Appendix A.
- B. Salary increases bargained by the Federation shall be in addition to any salary increases awarded by the State Legislature.

#### ARTICLE 117 TEACHER SUPPLIES

- A. 1. The Board shall reimburse each teacher for teaching materials and/or registration fees for pre-approved professional conferences/workshops, including sales tax, which he purchased and for which appropriate receipts are furnished not to exceed **forty dollars (\$40.00)** per semester.

2. A teacher who does not expend his allocation or any part thereof for the first semester shall be permitted to spend such during the second semester.
  3. Reimbursement for teaching materials, including sales tax, shall occur promptly, but no later than twenty (20) work days following submission of such reimbursement request, provided all appropriate receipts are furnished.
- B. Receipts must be submitted no later than **April 30<sup>th</sup>**.
- C. Funds allocated by the Board for teacher supplies shall not be diverted by the principal, or designee, for any other purpose.

ARTICLE 118  
TRAVEL EXPENSES

- A. If a teacher shall be required by the Board to attend a meeting requiring travel or be required to travel between school buildings, the teacher shall be reimbursed for the actual use of his automobile at the rate approved by the Internal Revenue Service for deduction without evidence of actual expenditure for the most direct route. Such reimbursement shall not be applicable for travel to athletic events or other extra-curricular events when the school system otherwise provides transportation.
- B. If a teacher is required to attend a meeting out of town or out of state, the teacher shall be reimbursed for transportation, lodging and meals according to IRS regulations. All appropriate receipts shall accompany any request for reimbursement. Such reimbursement shall occur within a reasonable time of submission, but shall not exceed ten (10) workdays.

APPENDIX A  
 CERTIFIED  
 JEFFERSON PARISH SCHOOL BOARD  
 2009-2010 TEACHER SALARY SCHEDULE

<u>Yrs. Exp.</u>	<u>Bachelor</u>	<u>Masters</u>	<u>Mast +30</u>	<u>Spec.</u>	<u>PhD/EdD</u>
0	\$40,149	\$40,749	\$41,349	\$41,949	\$42,549
1	40,749	41,349	41,949	42,549	43,149
2	41,349	41,949	42,549	43,149	43,749
3	41,949	42,549	43,149	43,749	44,349
4	42,549	43,149	43,749	44,349	44,949
5	43,149	43,749	44,349	44,949	45,549
6	43,749	44,349	44,949	45,549	46,149
7	44,349	44,949	45,549	46,149	46,749
8	44,949	45,549	46,149	46,749	47,349
9	45,549	46,149	46,749	47,349	47,949
10	46,149	46,749	47,349	47,949	48,549
11	46,749	47,349	47,949	48,549	49,149
12	47,349	47,949	48,549	49,149	49,749
13	47,949	48,549	49,149	49,749	50,349
14	48,549	49,149	49,749	50,349	50,949
15	49,149	49,749	50,349	50,949	51,549
16	49,749	50,349	50,949	51,549	52,149
17	50,349	50,949	51,549	52,149	52,749
18	50,949	51,549	52,149	52,749	53,349
19	51,549	52,149	52,749	53,349	53,949
20	52,149	52,749	53,349	53,949	54,549
21	52,749	53,349	53,949	54,549	55,149
22	53,349	53,949	54,549	55,149	55,749
23	53,949	54,549	55,149	55,749	56,349
24	54,549	55,149	55,749	56,349	56,949
25	55,149	55,749	56,349	56,949	57,549

- A. For the 2009-10 school year, the salary schedule will be increased by the sum of three hundred dollars (\$300.00), the same paid in a single lump sum check issued on November 20, 2009.**
- B. For the 2010-11 school year, the salary schedule will be increased by the sum of five hundred dollars (\$500.00).**

APPENDIX B  
JEFFERSON PARISH SCHOOL BOARD  
EXTRA-CURRICULAR SPONSORS

A. The following salary schedule shall be in effect during the life of this Agreement:

Activity Coordinator/Student Council (High Schools).....	\$1,200.00
Academic Games (Math, English and Social Studies).....	\$450.00

B. During the life of this Agreement, a committee made up of an equal number of persons to be appointed by the Superintendent, or designee, and the Federation President, or designee, shall be created to study and/or develop recommendations concerning the payment of stipends to after school extra-curricular sponsors. The recommendations of this committee shall be submitted to the Superintendent and the Federation President to determine if such shall be implemented.

APPENDIX C  
 JEFFERSON PARISH SCHOOL BOARD  
 COACHES

- A. Coaching positions are grouped into seven (7) categories for pay purposes. The salary schedule has six (6) steps with credit given for verified experience in a specific coaching assignment in the Jefferson Parish Public School System. Experience is carried from school to school. For coaches of cheerleaders, dance team, flag and drill teams, experience is interchangeable.
- B. High School coaches who work an extended season due to state-wide play-off competition shall be compensated pursuant to the Board approved resolution of May 6, 1981. In addition, prior approval of the Athletic Director, or designee, must be obtained by a school-sanctioned team to participate in post season activities in order for the coach(es) of such team to receive compensation pursuant to this Section. Such request shall be made by the principal, or designee, after consultation with the head coach of the affected team.
- C. If a coach changes from a middle school position to a high school position in the same sport, the coach shall be placed at a step in the new lane such that the coach shall suffer no reduction in pay and shall receive credit for an additional year's experience. If a coach changes from a high school position to a middle school position in the same sport, the coach shall be placed in the appropriate lane and shall maintain all credited experience.
- D. If a coach is assigned to a different position in the same sport at the same organizational level (softball and baseball shall be synonymous for the purposes of this Section), he shall maintain his experiential credit for coaching salary purposes.
- E. During the life of this Agreement, should the Board reduce the number of coaching positions at the middle **and** high schools, a list of those individuals employed as coaches shall be developed and utilized to fill middle **and** high school coaching positions if the affected coach is based at the school at which he coached prior to the reduction of such position(s).
- F. The following salary schedule shall be in effect during the life of this Agreement:

<u>Yrs. Exp.</u>	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>V</u>	<u>VI</u>	<u>VII</u>
0	\$5,355	\$3,794	\$3,594	\$2,233	\$1,673	\$1,116	\$ 892
1	5,577	4,016	3,816	2,455	1,786	1,227	1,004
2	5,800	4,239	4,039	2,678	1,897	1,340	1,116
3	6,024	4,463	4,263	2,901	2,008	1,451	1,227
4	6,249	4,688	4,488	3,124	2,120	1,561	1,340
5	6,469	4,908	4,708	3,346	2,233	1,673	1,451

## HIGH SCHOOL

<b>Athletic Director .....</b>	<b>IV</b>
Baseball, Assistant.....	IV
Baseball, Head.....	II
Basketball, Assistant/ <b>JV</b> .....	IV
Basketball, Head.....	II
Bowling* .....	VII
Cheerleader .....	IV
Cross Country .....	VII
Dance.....	IV
First Responder.....	II
Flag .....	IV
Football, Assistant.....	III
Football, Freshmen .....	IV
Football, Head.....	I
Football, J.V., Head.....	III
Golf* .....	VII
Gymnastics* .....	VI
Indoor Track .....	VII
Softball, Head.....	II
Softball, J.V. ....	IV
Soccer .....	II
Swimming* .....	VI
Tennis* .....	VI
Track, Assistant.....	IV
Track, Head.....	II
Track, J.V. ....	IV
Trainer (certified) .....	\$400/year + II
Volleyball, Head .....	II
Volleyball, J.V.....	IV
Wrestling, Assistant.....	IV
Wrestling, Head.....	II
Special Olympics.....	VI

## MIDDLE SCHOOL

<b>Athletic Director .....</b>	<b>VI</b>
After School P.E.....	VI
Baseball .....	V
Basketball.....	V
Football, Assistant.....	V
Football, Head.....	IV
Softball .....	V

Tennis* .....	VII
Track .....	V
Volleyball.....	V
Wrestling .....	V
Special Olympics.....	VI

\*Not currently covered under the terms of this Agreement. However, if the Jefferson Parish School Board reinstates any or all of these sports they will be reinstated at the rates shown.

APPENDIX D  
JEFFERSON PARISH SCHOOL BOARD  
BAND DIRECTORS

Band Directors are now on a six (6) step salary schedule with credit given for verified experience in the position in the school system.

The following salary schedule shall be in effect during the life of this Agreement:

HIGH SCHOOL DIRECTORS

<u>Years</u> <u>Experience</u>	
0	\$3,794
1	4,016
2	4,239
3	4,463
4	4,688
5	4,908

MIDDLE SCHOOL DIRECTORS

<u>Years</u> <u>Experience</u>	
0	\$2,233
1	2,455
2	2,678
3	2,901
4	3,124
5	3,346

APPENDIX E  
JEFFERSON PARISH SCHOOL BOARD  
JEFFERSON PARISH EXPERIENTIAL PAY

**Teachers who were receiving the longevity salary supplement on June 30, 2007 shall continue to receive this salary supplement but such shall not be increased. Teachers who were not receiving the longevity salary supplement prior to June 30, 2007 shall not be eligible to receive such.**

APPENDIX F  
 JEFFERSON PARISH SCHOOL BOARD  
 CERTIFIED SPECIAL EDUCATION TEACHERS'  
 EXTRA COMPENSATION

For those who began employment in Jefferson on or after 9/1/72:

<u>Yrs. Exp.</u>	<u>Bachelor</u>	<u>Masters</u>	<u>Mast +30</u>	<u>Spec.</u>	<u>PhD/EdD</u>
0	\$723.00	\$744.10	\$744.10	\$775.80	\$818.00
1	744.10	765.20	765.20	796.80	839.00
2	765.20	786.30	786.30	818.00	860.20
3	786.30	807.40	807.40	839.00	891.90
4	807.40	828.50	828.50	860.20	925.20
5	828.50	860.20	865.40	897.50	958.40
6	849.60	891.90	903.00	936.20	991.60
7	870.70	925.20	941.80	975.00	1,024.80
8	891.90	958.40	980.50	1,013.70	1,058.00
9	925.20	991.60	1,019.30	1,052.50	1,091.30
10	958.40	1,024.80	1,058.00	1,091.30	1,124.60
11	958.40	1,058.00	1,096.90	1,130.00	1,157.80
12	958.40	1,058.00	1,135.60	1,168.80	1,191.00
13	958.40	1,058.00	1,135.60	1,168.80	1,191.00

For those who began employment in Jefferson on or before 8/31/72:

<u>Yrs. Exp.</u>	<u>Bachelor</u>	<u>Masters</u>	<u>Mast +30</u>	<u>Spec.</u>	<u>PhD/EdD</u>
0	\$1,074.10	\$1,082.00	\$1,123.70	\$1,138.20	\$1,149.70
1	1,096.30	1,135.40	1,177.20	1,191.80	1,204.10
2	1,133.00	1,173.50	1,215.40	1,230.10	1,243.10
3	1,170.50	1,210.90	1,254.50	1,269.20	1,280.00
4	1,208.40	1,252.20	1,293.90	1,308.60	1,316.70
5	1,247.40	1,289.70	1,330.00	1,344.50	1,354.70
6	1,287.20	1,327.90	1,366.80	1,381.20	1,393.30
7	1,327.50	1,366.50	1,403.90	1,418.70	1,433.00
8	1,368.90	1,405.90	1,441.90	1,456.40	1,473.30
9	1,407.20	1,445.90	1,480.40	1,494.70	1,514.00
10	1,446.80	1,486.90	1,520.00	1,534.40	1,555.40
11	1,496.20	1,528.60	1,560.00	1,574.60	1,598.00
12	1,543.20	1,580.00	1,600.90	1,615.50	1,642.30
13	1,597.60	1,683.80	1,704.60	1,719.30	1,746.70

APPENDIX G  
 JEFFERSON PARISH SCHOOL BOARD  
 PROFESSIONAL IMPROVEMENT PROGRAM (PIP)  
 SALARY SCHEDULE

<u>Yrs. Exp.</u>	<u>Bachelor</u>	<u>Masters</u>	<u>Mast +30</u>	<u>Spec.</u>	<u>PhD/EdD</u>
3	\$1,129	\$1,155	\$1,155	\$1,193	\$1,257
4	1,155	1,180	1,180	1,219	1,297
5	1,180	1,219	1,225	1,266	1,337
6	1,206	1,257	1,270	1,310	1,377
7	1,231	1,297	1,317	1,357	1,417
8	1,257	1,337	1,364	1,404	1,457
9	1,297	1,377	1,411	1,451	1,497
10	1,337	1,417	1,457	1,497	1,538
11	1,437	1,457	1,504	1,544	1,578
12	1,505	1,529	1,551	1,591	1,618
13	1,738	1,749	1,861	1,909	1,941
14	1,738	1,894	2,016	2,068	2,103
15	1,872	2,040	2,171	2,227	2,265
16	1,872	2,040	2,171	2,227	2,265
17	1,872	2,040	2,171	2,227	2,265
18	2,273	2,477	2,637	2,705	2,750
19	2,273	2,477	2,637	2,705	2,750
20	2,273	2,477	2,637	2,705	2,750
21	2,674	2,915	3,102	3,182	3,235
22	2,674	2,915	3,102	3,182	3,235
23	2,674	2,915	3,102	3,182	3,235
24	2,674	2,915	3,102	3,182	3,235
25	3,075	3,352	3,567	3,659	3,721