

# **Tentative Agreement**

between the

**Jefferson Federation  
of Teachers**

and the

**Jefferson Parish  
School Board**



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## INTRODUCTION

With the goal of keeping student achievement first, this Agreement is the product of a collaboration between the Jefferson Federation of Teachers and the Jefferson Parish School Board.

We believe that teachers are vital to improving the education and life opportunities for the students of the Jefferson Parish Public School System. Students thrive in a positive and productive teacher work environment in which rights, roles and responsibilities are clearly defined.

We commit to the education of our students and the success of our district. The changing nature of education is reflected in this new Agreement. As partners, we recognize this is an ever changing document.

We aspire to put teachers and administrators in the best position to ensure that our students achieve academic and personal excellence.

## 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 I - DEFINITIONS

**Assault** means 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.

**Authorized Representative** means any agent of the Federation.

**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.

**Battery** means 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.

**Building Representative** means the teacher designated by the Federation as its agent at the particular work location.

**Discipline** means 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.

**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.

**Elementary schools** shall mean those schools which include Grades Pre-K-6, Pre-K-5, Pre-K-K or any combination therein.

**Emergency** means a sudden, unavoidable occurrence requiring immediate action.

**Federation Building Committee** means a committee of Federation members authorized by the Federation.

**Grievance** means 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.

**High schools** shall mean those schools which include Grades 9-12 or 10-12 or any combination therein.

**Home base school** shall mean the school at which a teacher's attendance is maintained and where his formal evaluation is conducted.

**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.

**Middle schools** shall mean those schools which include Grades 6-8 or any combination therein.

**Mutual consent** shall mean that a teacher and a principal have agreed upon the assignment to the principal's school.

**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.

**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.

**Principal** shall mean the school based administrator.

**Progressive discipline** means that the following steps will be taken sequentially: verbal warning, written reprimand, suspension and dismissal, although where warranted one or more of the foregoing may be properly omitted.

**School** means any work location where teachers are regularly assigned and over which the Board has exclusive legal authority.

**School day** shall mean the regular student attendance hours, regardless of whether students are present.

**School year** shall be the teacher contractual year as stated in the Board adopted calendar.

**Seniority** means the total period of continuous uninterrupted service in a teaching or administrative position in the Jefferson Parish Public School System. 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 Chief Human Capital Officer, or designee.

**Teacher** shall include all members of the bargaining unit as described in the Recognition Article.

**Third party** means any person or entity not regularly employed or employed under a contract by the Board.

The **singular** shall include the plural.

The **masculine** shall include the feminine.

## ARTICLE II - RECOGNITION

### **Section 2:01 – General Recognition**

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) Counselors
- (5) Librarians
- (6) School Based Resource Teachers
- (7) Speech Therapists
- (8) Social Workers
- (9) Educational Diagnosticians
- (10) School Psychologists
- (11) Nurses

### **Section 2:02 – Change of Position Title**

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.

### **Section 2:03 – Part-Time Position**

If a full-time 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.

### **Section 2:04 – Accretions to the Bargaining Unit**

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, and/or disciplining 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.

### **Section 2:05 – Exclusive Nature of Recognition**

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.

### **Section 2:06 – Bargaining Information**

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 III - FEDERATION RIGHTS

### **Section 3:01 - Leaves for Federation Service**

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 will upon proper application, be granted a leave of absence without pay. Such teachers may participate in the JFT Health and Welfare Fund and may maintain any insurance provided to teachers by making payments to the appropriate office for the total amount of payment/premium which would otherwise be due from the Board and the employee.

Such leave of absence shall be extended from year-to-year for these teachers and such teachers shall receive credit toward annual salary increments. A teacher granted such leave, who returns 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.

### **Section 3:02 - School Visitation**

Authorized representatives of the Federation shall have the right to transact official Federation business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Upon their arrival, they shall apprise the principal or school staff assigned to the office of their identity and purpose.

Upon one (1) day's notice to the administrator of the school, an authorized representative of the Federation shall have the right to schedule meetings in the building before or after regular school hours or during the lunch time of the teacher(s) involved, or during a scheduled day when teacher(s) are not assigned to, nor involved in other duties. The notice requirement may be waived by the principal involved. Such visitations shall be announced via the PA system during non-instructional time.

### **Section 3:03 - Orientation**

A Federation representative shall have the right to welcome newly employed teachers at the Board's regional or district-wide orientation meeting. The Building Representative of the school shall have the right to welcome the teachers back at the first faculty meeting of the school year in each school.

### **Section 3:04 - Federation Communications**

The Federation shall have the use of the school system's internal mail service, the right of distribution of materials in teachers' mailboxes in schools, and the use of bulletin board space in the teachers' lounge. The Federation may provide a bulletin board if space is unavailable on existing bulletin boards.

### **Section 3:05 - Board Meetings**

The Federation President, or designee, shall receive a copy of the agenda, including all attachments for any scheduled school board meeting at least two (2) calendar days prior to a meeting.

### **Section 3:06 -Teacher Lists**

(1) Effective the first of each month, the Federation shall receive an electronic format listing the names, addresses, telephone numbers, dates hired, Federation dues deduction and work location of all members of the bargaining unit.

(2) The Board shall provide the Federation President, or designee, the name and work location of all newly-employed teachers within ten (10) work days of completion of all pre-employment documents.

(3) Upon request, the Federation shall receive a copy of the planning/staffing informational sheets for all schools and work locations.

### **Section 3:07 - Administrative Notices**

The Federation President shall receive copies of all notices which are distributed to all teachers. Upon request, the Federation President shall receive copies of any waiver requests that are granted by the Board of Elementary and Secondary Education (BESE).

### **Section 3:08 - Dues Deduction**

The Board agrees to deduct Federation dues from the pay of any teacher in the bargaining unit who authorizes such deduction in writing. Such authorization shall be continued from year to year unless revoked in writing between June 1 and June 30. With respect to all dues deducted by the Board pursuant to such authorization, the Board agrees to promptly remit said dues to the Federation for each pay period along with a monthly computer printout listing the teachers for whom dues have been deducted. Federation membership lists/payroll deduction lists shall not be distributed by the Board.

### **Section 3:09 - 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 Network Executive Director for appropriate action.

### **Section 3:10 - Consultation**

The Superintendent, or his designee, shall meet at a mutually agreeable time at his office with representatives of the Federation to discuss matters directly affecting the implementation of this Agreement and matters directly affecting the working conditions of teachers.

### **Section 3:11 - 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.

### **Section 3:12 - 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.

### **Section 3:13 - Federation Leaves**

Teachers selected by the Federation to attend conferences, conventions and/or workshops conducted by the Federation and/or its affiliates on teacher employment days shall be granted leave with permission of the Chief Networks Officer and shall

not suffer loss of pay or deduction from sick/emergency or personal leave. The Federation shall reimburse the Board for the salary of the substitute teacher(s).

**Section 3:14 - Federation Building Representatives**

The Federation Building Representatives, Officers, Executive Council members and Area Coordinators shall be released for one (1) day to attend the Federation inservice and shall not suffer loss of pay or deduction from sick/emergency or personal leave. The date scheduled for the Federation inservice shall be scheduled by the Federation President with the approval of the Chief Networks Officer.

**Section 3:15 - Teacher Representation on Committees**

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

**Section 3:16 - 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.

**Section 3:17 - 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 IV - MANAGEMENT RIGHTS**

(1) 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:

- (a) Maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interest of Jefferson Parish;
- (b) Expend all monies accruing to the school system and make such transfers of funds within the budget as it shall deem desirable;
- (c) Provide the children of Jefferson Parish with as nearly equal advantages as may be practicable;
- (d) Determine the number, age, and qualifications of the pupils to be admitted into each school;
- (e) Evaluate the professional staff;
- (f) Reprimand, discharge or otherwise discipline the professional staff for cause;
- (g) Develop, implement and evaluate the instructional program;
- (h) Employ, assign, transfer and promote the professional staff;
- (i) Determine organizational patterns, grade level distribution, staffing, school calendar and the number and location of its schools;
- (j) Develop and implement guidelines for student discipline;
- (k) Take action as necessary to ensure the safety and well being of students, staff and property in an emergency.

(2) All such rights, powers and authority are retained by the Board subject only to those limitations imposed by this Agreement.

(3) (a) 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.

(b) 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.

(c) 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.

(d) Any alleged violation of Board policy or procedure shall not be subject to the grievance procedure of this Agreement.

**ARTICLE V – CONFLICT RESOLUTIONS**

**Section 5:01 – Complaints and Investigations**

(1) If a teacher shall become the subject of a complaint, any discussion must be conducted in private, the administration must proceed in a manner which assumes the innocence of the teacher and the administration must conduct a thorough investigation.



(2) 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. If the accusation(s) is (are) determined to be unfounded, all documents relating thereto shall be expunged from the files of the Board.

(3) 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.

#### **Section 5:02 – Disciplinary Conferences**

(1) (a) 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 must 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 must be allowed at least twenty-four (24) hours to secure such assistance.

(b) 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.

(c) The Administration must proceed in a manner which assumes the innocence of the teacher. Any discussion must be conducted in a private setting.

(2) 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. Conference forms must be completed within fifteen (15) work days of the occurrence. 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.

#### **Section 5:03 – Discipline and Discharge**

(1) (a) Upon being advised that the principal intends to make a recommendation for suspension without pay, dismissal or non-renewal, the teacher shall have the right to a meeting with the Chief Human Capital Officer, or designee. The teacher may be accompanied by a Federation representative.

(b) If the Chief Human Capital Officer shall recommend the suspension without pay, dismissal or non-renewal of any teacher, the teacher shall be given written notice.

(2) (a) If the Superintendent shall recommend the suspension without pay, dismissal or non-renewal of any teacher, the teacher shall be given written notice prior to final action.

(b) A tenured teacher shall be entitled to a hearing for the purpose of the suspension without pay or dismissal of the teacher. Such hearing shall be conducted in accordance with state law.

(3) (a) No teacher shall be suspended or deprived of any property or liberty interest without just cause.

(b) If a teacher receives a written reprimand on a special conference form, the teacher may request a conference with an administrator appointed by the Chief Human Capital Officer or designee. The teacher may be accompanied by a Federation representative.

(4) 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.

(5) No teacher will be arbitrarily disciplined or disciplined on account of whim or caprice.

(6) 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.

#### **Section 5:04 – Grievance Procedure**

(1) 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. This Article is not applicable to the Evaluation Due Process and Grievance Procedure.

(2) 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.

(3) 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.

(4) (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.

(c) 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 Network Executive Director.

(d) 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.

(5) 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.

(6) The parties may, upon mutual agreement in writing, extend all deadlines.

(7) 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 Network Executive Director.

(8) 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.

(9) 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.

(10) 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.

(11) 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.

(12) 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 the grievance procedure.

(13) 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.

#### **Informal Procedure**

(1) 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.

(2) (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.

(c) 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 Chief Human Capital Officer, or designee, and the administrator whose action is being questioned.

(d) 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 Network Executive Director, or designee. A copy of that appeal shall be forwarded simultaneously to the Step 1 administrator. A meeting shall be held by the Network Executive Director, or designee, within five (5) days after receipt of the grievance. The Network Executive Director, 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 to the Federation President, or designee.

Step 3: If not satisfied with the decision rendered by the Network Executive Director, 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 Federal Mediation and Conciliation Service 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 Federal

Mediation and Conciliation Service. 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 Capital Department.

#### **Section 5:05 - Prohibitions Against Strikes and Lockouts**

(1) The Federation agrees that it will not engage in any strike, slowdowns, walkout, 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.

(2) 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 VI – HUMAN CAPITAL MANAGEMENT**

#### **Section 6:01 - Evaluation Due Process and Grievance Procedure**

(1) The teacher shall be provided with a copy of the document that evidences his final evaluation results no later than fifteen (15) work days after the final evaluation rating is determined and shall be entitled to any documentation related to the evaluation.

(2) The teacher shall be entitled to provide a written response to the evaluation, to become a permanent attachment to the teacher's single official personnel file. Such written response shall be submitted within fifteen (15) work days.

(3) Upon the request of the teacher, a meeting between the teacher and the principal, or designee, shall be held after the evaluation and prior to the end of the academic year. The teacher shall be automatically granted a ten (10) day extension in the event the teacher receives his evaluation rating within the last five (5) days of the academic year or the teacher shall have ten (10) days to request a meeting with the principal if the teacher receives his evaluation rating after the end of the academic year. The teacher and the principal, or designee, upon mutual agreement in writing, may extend these timelines.

(4) The teacher shall be entitled to grieve to the Superintendent, or designee, if the conflict in question is not resolved between the teacher and the principal, or designee. The teacher shall be entitled to representation during the grievance procedure.

(5) Copies of the evaluation results and any documentation related thereto of any teacher may be retained by the Human Capital Office, and, if retained, are confidential, do not constitute a public record, and shall not be released or shown to any person except as provided by law.

(6) Failure of the Jefferson Parish Public School System to adhere to the requirements of this section shall be a grievable matter in accordance with the evaluation process. This Article is not subject to the Grievance Procedure outlined in Article V, Section 5:04.

#### **Section 6:02 - Personnel Files**

(1) The teacher shall sign and date any document that will be placed in his personnel file. A copy of such signed and dated material shall be promptly given to the teacher. The teacher's signature shall not be construed as an agreement to the contents of the document. 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) A teacher shall have the right to refute or to rebut in writing any derogatory material which shall be placed in his personnel file. Such shall be filed by the teacher within fifteen (15) work days from the date on which the teacher signs the document acknowledging its receipt. 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.

(3) No teacher shall be denied access to his personnel file. A teacher who is unable to examine his personnel file may authorize a Federation representative to examine such file on his behalf. The contents of a teacher's personnel file shall not be divulged to a third party. 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.

(4) A teacher shall be permitted to reproduce a copy of the contents of his personnel file, in the Human Capital Department.

(5) 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.

(6) Grievances will not be placed in a teacher's personnel file.

(7) 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 Chief Human Capital Officer, or designee, to remove or expunge all or portion(s) of such

material. 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, provided the teacher submits a written request to the Chief Human Capital Officer, or designee, and/or the appropriate administrator. 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. The administrator receiving such written request to remove or expunge all or portion(s) of such material shall respond in writing within fifteen (15) working days of the receipt of the request. The decision of the Chief Human Capital Officer, or designee, and/or the administrator shall be final and such decision shall not be grievable.

#### **Section 6:03 – 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.

#### **Section 6:04 – Staff Reduction**

(1) 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.

(2) Teachers identified for lay-off may be assigned to an excess teacher pool, if one exists, for a period not to exceed forty-five (45) days.

(3) As pursuant to the law, the teacher who has been notified of an action which results from the implementation of a reduction in force policy has the right to request in writing a review of such action and to receive notice of the results of such review. The teacher has the right to pursue the matter through the school board's adopted grievance procedure.

(4) Teachers who are subject to lay-off shall be placed on a recall list, if one exists, 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.

(5) 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.

(6) 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.

#### **Section 6:05 – Voluntary Transfers**

(1) Not later than August 1 (but not including Saturdays, Sundays or holidays), the Human Capital Office shall schedule a centralized process for voluntary transfers.

(2) The Human Capital Office shall issue letters or emails for the voluntary transfer procedure to all eligible teachers.

(3) Those teachers who receive letters or emails for voluntary transfers shall attend an interview with the principals, or designee, of the schools(s) for which there are vacancies. Teachers shall be provided with a tentative written list of known vacancies at each school at the time of their interviews. Such interviews shall be conducted at a central location and scheduled at appropriate intervals. The Human Capital Office shall schedule an adequate time for interviews to satisfy the number of teachers participating in the interview process. Teachers shall submit requests for voluntary transfer preferences in writing at the interview process to the Human Capital Office on forms prescribed by the Human Capital Office.

(4) At the conclusion of the interview process, the principal, or designee, shall submit a list to the Human Capital Office of those teachers who were interviewed and indicate which of the teachers interviewed are eligible for a voluntary transfer to his school. Prior to a teacher being voluntarily transferred, the principal may require an additional interview at the school/work site.

(5) At the conclusion of the interview process, the teacher shall submit a list of schools, where they interviewed and want to accept a teaching position, to the Human Capital Office.

(6) Teachers shall be assigned to a position based upon the results of their interviews and preferences.

(7) The teacher voluntary transfer procedure shall not be subject to the provisions of the grievance procedure.

(8) On or after the teacher's first work day, a teacher shall be eligible to apply for a position that is considered a bargaining unit position or a position that is considered a promotion. The teacher selected for a bargaining unit position shall not be permitted to assume the new position until the beginning of the next school year. The teacher selected for a position that is considered a promotion shall not be permitted to assume the new position until mutual consent has been reached with a replacement teacher.

(9) Teachers who are on an Intensive Assistance Plan (IAP) shall be ineligible to transfer voluntarily.

### **ARTICLE VII – PROGRAM PROCEDURES**

#### **Section 7:01 – System Wide Decision Team**

A team(s) shall be established to make shared decisions in regard to the needs of the school system for implementing and/or enhancing the instructional programs for the students. The team shall consist of teachers, support staff, administrators, parents and community members. It is recognized that it may be necessary to establish more than one (1) team based upon the issues/concerns that are to be addressed. The following issues shall be determined by the System Wide Decision Team:

- (1) Calendar to be recommended to the School Board prior to final adoption; this team shall include the Chief Networks Officer, or designee, and the Federation President, or designee, at its meetings
- (2) Exam days, including the maximum number of exams days, the scheduling of exam days and the dismissal time for students on exam days
- (3) Professional development days, including the maximum number of professional development days and the scheduling of professional development days
- (4) Records days, including the maximum number of records days, the scheduling of records days, submission of roll books, CUM cards/folders or report cards and final grades during the final marking period, records being sent from elementary to middle schools and/or from middle to high schools and the dismissal time for teachers on their last work day
- (5) Textbook selections that will provide the School Based Decision Teams with adequate choices to meet the needs of their students

#### **Section 7:02 – School Based Decision Team**

(1) A team(s) shall be established at each school to make shared decisions in regard to the needs of the school for implementing and/or enhancing the instructional programs for the students. The team shall consist of teachers, support staff and administrators based at the school. The teams may also include parents, students and/or community members. The selection of the members to serve on the School Based Decision Team shall be determined by the teachers, support staff and administrators at the school. It is recognized that it may be necessary to establish more than one (1) team based upon the issues/concerns that are to be addressed. The following issues shall be determined by the School Based Decision Team:

- (a) Curriculum, textbooks and supplemental instructional materials
  - (b) Equipment and classroom materials
  - (c) Classroom assignments
  - (d) Exam schedules
  - (e) Lesson plans/test submission
  - (f) Professional development
- (2) The School Based Decision Team shall consider the following when making decisions about textbooks and supplemental instructional materials:
- (a) Textbooks and supplemental materials that are aligned with the Common Core State Standards
  - (b) An adequate number of books for the number of students in teachers' classes
  - (c) Adequate funds for teachers to purchase the necessary materials for those courses that lack textbooks, curriculum guides and/or supplemental instructional materials for the students
  - (d) Teacher manuals for the textbooks used in teachers' classes
  - (e) The collection of textbooks at the end of the school year
- (3) The School Based Decision Team shall consider the following when making decisions about equipment and classroom materials:
- (a) Equipment that is available to teachers before, during or after the normal teacher work day and in a location that is reasonably accessible to all classrooms
  - (b) Teachers shall have a computer with an operating system that is compatible with the current student information system and internet access
  - (c) Equipment, supplies and materials as needed for health and safety purposes
  - (d) The collection of equipment at the end of the school year
- (4) The School Based Decision Team shall consider input from the teachers into the spending of instructional monies in regard to departments or grade levels and for monies earned through school wide activities.
- (5) The School Based Decision Team shall consider the following when making decisions about exam schedules:
- (a) Submission of exams
  - (b) The school schedule for exam days
  - (c) Meetings scheduled during exam days
- (6) The School Based Decision Team shall consider the following when making decisions about lesson plans/tests submission:
- (a) The lesson plan format including unit/marketing period lesson plans, weekly reflections or samples of student work in lieu of lesson plans
  - (b) The schedule for submitting lesson plans
  - (c) Submission of tests
- (7) The School Based Decision Team shall consider the following when making decisions about professional development:

- (a) The scheduling of time for teachers to organize their classrooms at the beginning of the school year
- (b) Scheduling meaningful professional development for those teachers who teach elective subjects
- (8) The following issues shall be determined by the principal, or designee:
  - (a) Scheduling time for those teachers who want to prepare their classrooms prior to the first teacher work day of a school year
  - (b) Notifying teachers, who are required to attend professional development, at least five (5) work days in advance
  - (c) Submitting the appropriate information for teachers, who attend optional professional development conducted outside the normal teacher work day, to be paid twenty-five dollars (\$25.00) per hour. Such amount may be revised by the Board but such amount shall not be reduced
  - (d) Permitting teachers to use school equipment for personal reasons
- (9) If an agreement cannot be reached, the principal shall make the decision. In the event the School Based Decision Team disagrees with the principal's final decision, the School Based Decision Team and the principal shall meet with the Network Executive Director. If agreement is still not reached the principal and the Network Executive Director shall make the final decision.

**Section 7:03 – Inclusion/Mainstreaming**

- (1) 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.
- (2) General education teachers shall be invited to attend the I.E.P. conferences for the students they serve and may reconvene the I.E.P. team to address their students' academic and/or behavioral issues.
- (3) Administrators will provide general and special education teachers' opportunities to collaboratively plan instruction and assessment.
- (4) Administrators will make reasonable efforts to maintain a ratio of natural proportions when assigning students with disabilities to general education classes.
- (5) 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.
- (6) Teachers shall have the right to immediately remove a child temporarily from an inclusion class due to behavioral issues in accordance with law.
- (7) 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.

**Section 7:04 – 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.

**Section 7:05 – Special Education**

- (1) Where feasible, self-contained special education classrooms shall not be utilized to house homerooms comprised of non-special education students. Every reasonable effort shall be made not to double-house special education classes.
- (2) 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.
- (3) The principal shall give reasonable consideration to the special education teachers' requests in the preference of their special education class paraeducators.

**Section 7:06 – Student Discipline**

- (1) Each referral of a student disciplinary problem submitted to the office shall be in accordance with the disciplinary policy which adheres to the law and Positive Behavior Intervention Support (PBIS) then in effect. 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.
- (2) 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.
- (3) (a) A teacher shall have the right to immediately send a student to the principal, or designee, in accordance with law.  
 (b) Teachers may use reasonable force to protect themselves, other school personnel or students, from the threat of possible injury or violent acts.  
 (c) The principal, or designee, shall make every effort to respond immediately to a distress call from a teacher.
- (4) 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 Intervention Support (PBIS).
- (5) If known by the Board and not prohibited by law, teachers shall be notified when a student assigned to their class has been convicted of a felony or arrested for or convicted of assault or battery on a teacher.

(6) If known by the Board 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.

(7) 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.

(8) 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.

(9) A teacher referral shall be acted upon within forty-eight (48) hours; but not more than seventy-two (72) hours in extenuating circumstances. The principal, or designee, shall return the teacher's copy of the referral form to the teacher completed as to the action(s) taken within twenty-four (24) hours.

(10) 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.

#### **Section 7:07 – Student Grades**

(1) The teacher shall have the right to challenge a grade change by appealing to the Network Executive Director.

(2) 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.

(3) 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 Chief Networks Officer.

(4) No teacher shall be assigned as the official school test coordinator at any school for state standardized testing purposes.

(5) Teachers shall place the most current information/records in the front section of the students' cum folders but shall not be required to organize the information/records from previous school terms.

### **ARTICLE VIII – WORKING CONDITIONS**

#### **Section 8:01 – Class Size**

(1) In establishing class size the Board shall be cognizant of Bulletin 741, Southern Association standards and other pertinent and compelling factors.

(2) 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, unless there are specific curriculum requirements and/or extenuating circumstances.

(3) Teachers shall be provided class rosters prior to the first student attendance day.

#### **Section 8:02 - Commencement**

The principal may require senior homeroom teachers to attend commencement exercises. Other teachers shall not be required to attend commencement exercises if there are a sufficient number of teachers who have volunteered to attend or participate.

#### **Section 8:03 – Duty Free Lunch**

(1) 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.

(2) 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.

(3) 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.

(4) In schools where teachers are required to teach both the morning and afternoon 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 sessions 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.

#### **Section 8:04 – Faculty Lounge**

(1) Each school shall designate an area for a faculty lounge which shall receive regular custodial care and maintenance and shall not be used for classes, workshops and/or other activities during the normal teacher work day. Students shall not have access to the faculty lounge.

(2) Profits from vending machines shall be expended pursuant to a policy and procedure adopted by a majority vote of school employees 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.

#### **Section 8:05 – Faculty Meetings**

Not more than eight (8) faculty meetings, not to exceed sixty (60) minutes in duration, will be scheduled outside of regular school hours during the school year. When scheduling faculty meetings, the principal will consider teachers' preferences regarding the days of the week or dates, will not schedule meetings in those months in which parent conference days are scheduled and will provide at least three (3) school days advance notice of faculty meetings. A teacher's attendance at any faculty meeting may be waived by the principal for good cause. Faculty meetings necessitated by an emergency may be scheduled. "Emergency" is defined for the purposes of this Section to mean a sudden, unavoidable occurrence requiring immediate action.

#### **Section 8:06 – Health and Safety**

(1) The Board shares with the Federation the objectives to maximize security for all students and employees in the schools and acknowledges the importance of recognition of early warning signs of school violence. 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 immediately advise the principal, or designee, if the police or other authorities are called.

(2) (a) 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.

(b) 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.

(c) If known and not prohibited by law, a teacher shall be notified when a student assigned to his class has HIV/AIDS, Hepatitis B or Hepatitis C.

(3) A teacher who has supervisory duties involving a student with a communicable disease(s) shall be notified of such.

(4) The teacher shall be provided with a copy of the First Report of Injury.

(5) 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.

(6) The Board shall provide hepatitis vaccinations to consenting teachers who have been identified to be in such situations where prevention is paramount.

(7) 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.

(8) 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.

(9) 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.

#### **Section 8:07 – Loss or Damage to Personal Property**

(1) The Board agrees 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.

(2) The Board shall reimburse the teacher in the full amount of uninsured losses not to exceed five hundred dollars (\$500.00). 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.

(3) All payments for the above shall be made from a special Damage Fund to be administered by the Chief Financial Officer.

#### **Section 8:08 – Open House**

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

#### **Section 8:09 – Parent Conferences**

(1) 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.

(2) 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, except during the teacher's duty free lunch.



(3) 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.

**Section 8:10 – Part-Time Employment**

Teachers shall have the right to apply for part-time employment.

**Section 8:11 – Planning Time**

(1) 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 and shall be scheduled during the student day and in blocks of time of reasonable duration. 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: limiting the total amount of teacher duties (all-inclusive) to a maximum number of minutes per week, permanent duty assignments in exchange for relief from other duties and/or responsibilities, 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, adequate teacher supervision in halls during change of class, reduction in amount of student movement during class time and 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 Chief Human Capital Officer, or designee, shall meet. If agreement is still not reached, the principal shall assign duty.

(2) 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. Elementary physical education teachers shall bring and/or retrieve those students who are scheduled for physical education immediately preceding and/or following lunch.

(3) During the overall time-frame when standardized tests are being administered, planning time shall be distributed equitably.

(4) 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.

(5) This Article shall not be applicable to teachers assigned to buildings described as career centers, re-entry schools or alternative schools 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.

(6) 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.

(7) (a) Planning time shall be used judiciously and appropriately and may include but not be limited to collaborative planning, grade level/departmental meetings, professional development and study groups.

(b) 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.

(c) Teachers shall be dismissed at the conclusion of the meeting.

(d) During a week in which state and/or parish mandated testing occurs, teachers shall not be required to attend meetings during their planning time.

**Section 8:12 – Recording Teacher Attendance**

(1) A school based teacher shall place only his initials on the appropriate attendance roster for recording attendance and the timeliness of arrival. Recording the untimely arrival of teachers shall be in a separate location from the regular daily sign-in form. Itinerate teachers shall be required to sign-in with the time of arrival and departure on the appropriate attendance roster/log.

(2) The Board shall make every effort to implement a computerized log-in system which provides easy access for the teachers.

**Section 8:13 – Relief from Non-Professional Duties**

- (1) Teachers shall not be required to perform the following non-professional duties:
- (a) Engage in the searches for the purpose of locating explosive devices
  - (b) Participate in the physical inspection of students to determine the presence of health hazards or weapons
  - (c) Participate in any fund-raising activity when they are not on duty for the school
  - (d) Secure and/or unsecure students in car seats and/or seat belts
  - (e) Dispense medicine to students except for those teachers specially trained in accordance with the law who accept such responsibility
  - (f) Transport students in their personal vehicles

(g) Issue receipts to students for amounts less than five dollars (\$5.00)

(2) (a) 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.

(b) 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.

(3) (a) 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 Chief Human Capital Officer, or designee, shall meet. If an agreement is still not reached, the principal shall assign duty.

(b) (i) 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.

(ii) Teachers assigned to after school bus duty shall not be required to stay longer than thirty (30) minutes after student dismissal.

(4) When a feasible alternative exists, as determined by the principal, teachers shall not be required to complete forms or certificates, including but not limited to perfect attendance, honor roll, etc. Such determination by the principal shall not be arbitrary or capricious.

(5) Teachers shall 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.

(6) An employee of the Board who is assigned to perform duties in the school's main office shall contact the parent/guardian of a student who is absent from or tardy to school to determine the reason why the student is absent or tardy. Such shall not prevent a teacher from contacting the parent/guardian of the absent or tardy student with or without a request from the principal.

#### **Section 8:14 – School Day**

(1) 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.

(2) During the life of this Agreement the length of the school day shall not exceed that of the 2011-12 school year unless so required by State regulation or law or teachers are compensated for the additional time.

#### **Section 8:15 – School Emergency Procedures and Emergency School Dismissal**

(1) 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.

(2) 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.

(3) (a) 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.

(b) 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.

(4) 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.

(5) 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.

(6) 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.

#### **Section 8:16 – Teachers as Substitutes**

(1) (a) A teacher who requires a substitute shall be responsible for scheduling a substitute through the Board approved substitute provider.

(b) A substitute obtained by a teacher shall not be reassigned by the principal, or designee, to another absent teacher's class or duties, except in an emergency.

(c) Substitutes hired shall assume the absent teacher's schedule assuming all classes and non-teaching duties.

(2) 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.

(3) 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.

(4) 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.

(5) (a) (i) 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.

(ii) Elementary principals shall determine the substitution solutions when elementary teacher substitutes are not available and are encouraged to assign students by grade levels when considering such solution. Elementary teachers shall be compensated when elementary physical education classes are cancelled and causes the loss of an elementary teacher's planning time, teachers are assigned to supervise students from the class or classes regularly assigned to the absent teacher or an elementary physical education teacher shall be required to supervise students from a class or classes regularly assigned to another elementary physical education teacher, such teachers shall be compensated as described in this Section, provided such exceeds the maximum class size as outlined in Bulletin 741/Bulletin 1706.

(iii) Teachers who wish to volunteer to supervise absent teachers' academic classes during their planning periods and/or instructional periods shall be assigned on a rotating basis. If there are no volunteers, the principal, or designee, shall assign qualified available teachers on a rotating basis.

(b) The principal, or designee, shall submit the names of those teachers who served as substitutes in accordance with the procedure developed by the Payroll/Timekeeping Department.

(6) If an elementary physical education teacher is required to supervise students regularly assigned to a physical education paraeducator, the teacher so required shall be compensated.

(7) If one (1) of the teachers in an inclusion class is absent, the teacher in attendance shall be compensated.

(8) (a) 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.

(b) 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.

(c) For the purposes of this Section, "extended period of time" shall be defined as ten (10) work days.

### **Section 8:17 – Teaching Assignments**

(1) Teachers may request teaching and classroom assignments prior to the close of school. The principal shall make available to each teacher a form on which the teacher may state his preferences. Principals shall provide their teachers with tentative teaching assignments as soon as possible but no later than the end of the first week that principals return for the new contractual year. If a change in a teacher's assignment occurs during the school year which causes the teacher to locate to another classroom at the same school or to a different school, the principal, or designee, shall make every effort to allow the teacher one (1) day to prepare his new classroom.

(2) Middle and high school teachers shall not be assigned more than three (3) preparations on an A/B block schedule or a six (6) or seven (7) period day or two (2) preparations on a 4 X 4 block schedule, unless no other feasible alternative exists. An honors credit course shall be considered as one (1) teacher preparation.

(3) Teachers shall be permitted to take manuals home for the summer to prepare for the next school year.

(4) 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.

(5) 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.

(6) (a) A principal 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, unless the teacher is willing to accept the assignment of such students to his class or no other alternative exists.

(b) 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, unless the teacher is willing to accept the assignment of such student(s) to his class or no other alternative exists.

## ARTICLE IX – HUMAN CAPITAL CLASSIFICATIONS

### **Section 9:01 – Activity Coordinator**

The Activity Coordinator, if any, shall be appointed by the principal. A reasonable effort shall be made at senior high schools to relieve the Activity Coordinator of homeroom duty and other non-professional duties.

### **Section 9:02 – Adapted Physical Education**

(1) Adapted physical education teachers' case loads shall be equitable and reviewed at the end of each marking period.

(2) 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.

(3) When a long term absence is anticipated or following the tenth (10th) consecutive day of absence by an adapted physical education teacher and a substitute is not hired, the vacancy case load will be equitably distributed among several adapted physical education teachers, who shall be compensated at the rate of seventeen dollars and fifty cents (\$17.50) per hour, provided such exceeds the adapted physical education teacher caseload as outlined in Bulletin 1706.

(4) A reasonable amount of time shall be scheduled for travel.

### **Section 9:03 – 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.

### **Section 9:04 - Coaches**

(1) In the event student based budgeting is implemented during the term of this Agreement, the provisions of this Article shall be renegotiated.

(2) When a coaching vacancy occurs, the principal shall inform the Office of Human Capital who shall advertise the coaching vacancy.

(3) Coaches shall not be required to serve those duties which would conflict with their assigned coaching responsibilities.

(4) Teachers who are presently coaching shall not be denied reappointment to the coaching assignment without written notification that includes a statement of reason(s) provided within fifteen (15) work days after the end of the season. Notification is not required if such assignment is discontinued. Reappointment shall become official if not revoked by July 1 for just cause. A teacher/coach who is not reappointed shall have the right to appeal by submitting a written request to the Chief Human Capital Officer within fifteen (15) calendar days or ten (10) work days, whichever is lesser, from the date of notification.

(5) (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, however such coaches shall not be guaranteed planning time within the confines of their work day at the assigned elementary school.

(b) 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. This does not preclude the principals and coach from agreeing on a different dismissal time.

(c) 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. This does not preclude the principals and coach from agreeing on a different dismissal time.

(d) 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.

(e) 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 the Teachers As Substitutes article.

(6) 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. 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.

(7) 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.

(8) (a) During concurrent athletic seasons, a coach, including head and assistant, 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.

(b) The following are exceptions to Section (8) (a) above:

(i) A vacant coaching position occurs 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.

(ii) With the principal's approval, a coach may be appointed to an additional coaching position as described in Section (8) (b) (i) above for the length of time until a new coach is appointed as outlined in Section (2) of this Article.

(iii) Should a coach be appointed during this interim period, the coach shall receive a pro-rata stipend in accordance with Appendix C.

(9) 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.

(10) 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. 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.

(11) 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.

(12) Should the position of Athletic Director exist on the high school level, the principal shall appoint an individual. 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.

#### **Section 9:05 - Counselors**

(1) Counselors who are required to work before or after the regular school year shall be compensated their daily rate of pay. A principal shall report all days worked by counselors assigned to an extended work year.

(2) Counselors shall have access to an office and telephones with long distance calling capability. Counselors' offices shall be separate from the offices of the disciplinarians.

(3) Counselors shall be excused from the supervision of homeroom or field trips, not assigned as substitute teachers and have an equitable work load.

(4) Beginning with the 2012-13 school year, a counselor who currently possesses certification from the National Board for Certified Counselors (NBCC) shall continue to receive an annual stipend of two thousand five hundred dollars (\$2,500) until such time as his current certification expires.

#### **Section 9:06 – Gifted and Talent Education Teachers**

(1) In the event that an itinerant gifted and/or talent education teacher is assigned duty, such shall occur only at the home base school.

(2) Gifted and/or talent education teachers' case loads shall be equitable. The case loads shall be reviewed at the end of each semester for the purpose of being equitable.

(3) Appropriate teaching areas shall be provided for gifted and talent education teachers.

(4) When a long term absence is anticipated or following the tenth (10<sup>th</sup>) consecutive day of absence by a gifted and/talent education teacher and a substitute is not hired, the vacancy case load will be equitably distributed among several gifted and/talent education teachers who shall be compensated at the rate of seventeen dollars and fifty cents (\$17.50) per hour, provided such exceeds the gifted and talent education teacher caseload as outlined in Bulletin 741/Bulletin 1706.

#### **Section 9:07 – Hospital/Homebound Teachers**

(1) Hospital/Homebound teachers shall receive mileage reimbursement in accordance with IRS regulations, provided with adequate planning time that is duty free, 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 but relieved of such duties once a case load is established.

(2) The length of the school day for hospital/homebound teachers shall be equal to that of the school based teachers.

(3) A hospital/homebound teacher shall be given the reason for the student's last suspension in writing at the time of the assignment.

(4) Hospital/homebound teachers are encouraged to teach homebound students in a public facility, including but not limited to a public library.

(5) (a) 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.

(b) 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.

(c) 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, provided such exceeds the hospital/homebound teacher caseload as outlined in Bulletin 741/Bulletin 1706.

(6) If the current approach of delivering hospital/homebound services to the students changes from the hiring of full-time teachers to that of part-time teachers, this Article shall be renegotiated.

#### **Section 9:08 - Kindergarten**

(1) Kindergarten teachers will have the right to recommend that any student who has not mastered the minimal kindergarten skills be referred to A/BIT in accordance with Bulletin 1508.

(2) The kindergarten teachers at each school shall be scheduled for a minimum of three (3) days to complete the testing of students unless the testing has occurred prior to the beginning of the school year. The principal shall have the option to schedule up to two (2) additional days for testing, but such shall not preclude the principal from scheduling days prior to the beginning of the school year provided the teachers are compensated at their daily rate of pay. No more than five (5) students per day shall be scheduled for kindergarten testing for each kindergarten teacher/test administrator assigned to the school. Entrance for kindergarten students shall be delayed during the testing period unless the kindergarten teachers themselves are not required to test the students. In the event that the actual number of kindergarten students requiring testing exceeds the number of those students who were initially anticipated for enrollment, the principal shall determine the schedule for completing the testing of such kindergarten students. Testing shall not take place during teacher inservice or on records days.

(3) In the event the testing instrument utilized during the 2012-13 school year is modified and/or changed, the provisions in Section (2) above shall be renegotiated.

#### **Section 9:09 – Librarians/Media Specialists**

(1) The librarian/media specialist shall serve all supervisory duties in the library and supervise students in the hallway during the exchange of classes but shall not be used as a substitute. During the librarian/media specialist's thirty (30) minute duty free lunch the library may be closed.

(2) The library-use schedule in all libraries shall be the responsibility of the librarians/media specialist with approval by the principal. The library schedule shall allow sufficient time to complete the technical aspects of the library and may be scheduled in daily blocks or all on one day with the approval of the principal.

(3) In the event a committee is established to develop a librarian/media specialist procedural manual, at least one-half (1/2) of the members of the committee shall be librarians/media specialists.

(4) School libraries shall be open for the students to use on student attendance days, except when the principal, or designee, determines that access to library services may be limited or denied. The librarian/media specialist may limit student access while classes are in progress.

(5) Librarians/media specialists 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. In the event access to the library is denied, the librarian/media specialist shall immediately notify the principal.

(6) The principal shall have the option of assigning a class to the librarian/media specialist.

#### **Section 9:10 – Physical Education Teachers**

(1) Elementary physical education teachers shall have a secure area for equipment storage and adequate space for instruction within the school building and outside. The elementary physical education classes shall begin on the first student attendance day and end on the last student attendance day.

(2) Special education students shall, whenever feasible, be mainstreamed into physical education classes by grade level/age.

#### **Section 9:11 – Pupil Appraisal Personnel**

(1) Pupil appraisal personnel shall consist of social workers, educational diagnosticians and school psychologists.

(2) 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 and the principal. 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.

(3) With prior approval of the principal, pupil appraisal personnel shall have the opportunity to report to the special populations office for the purpose of executing the job responsibilities, including but not limited to case dissemination. The collaborative planning time is once per month for each Network. Additional planning time is scheduled at the discretion of the supervisor for collaboration, dissemination of paper work or other responsibilities.

(4) Principals shall provide appropriate space which will permit quiet, uninterrupted, confidential interchange for pupil appraisal personnel. Pupil appraisal personnel shall have access to a telephone in a private area in both school and regional offices.

(5) 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.

(6) Pupil appraisal personnel, child search and personnel records in region/central special populations offices shall be kept in locked files. All areas containing such files shall be secured at the end of the regular work day.

(7) Pupil appraisal personnel case loads shall be as equitable as possible in each Network.

(8) The work year for a Child Search position shall be the regular teacher work year and extended employment as determined by the Chief Student Support Officer.

(9) (a) The vacancy case load shall be equitably distributed so that the affected pupil appraisal personnel's case loads shall be in accordance with federal and/or state regulations. A vacancy shall be defined as an unfilled position in a Network.

(b) The Chief Student Support Officer shall seek volunteers to assume a portion of the vacancy case load. Should no volunteers be available, the Chief Student Support Officer shall assign qualified available pupil appraisal personnel on a rotating basis after all pupil appraisal personnel have reached maximum case load, the intention being to equalize such assignments as nearly as feasible within the Network.

(10) When a pupil appraisal personnel vacancy exists, supplemental pay shall be provided for the completion of entire cases or components due to vacant positions at a rate of seventeen dollars and fifty cents (\$17.50) per hour. A pupil appraisal personnel who fills a vacancy shall assume the following responsibilities, including but not limited to: Academic/Behavioral Intervention Team (A/BIT) in accordance with Bulletin 1508, interventions and evaluations, as appropriate, provided such exceeds the pupil appraisal personnel maximum caseload as outlined in Bulletin 741/Bulletin 1706.

(11) Pupil appraisal personnel who are assigned supplemental cases shall not transfer such cases, in total or part, to any other pupil appraisal personnel. In unusual circumstances, the administration may need to reassign cases (e.g., illness, emergency). Upon completion of a supplemental case, the pupil appraisal personnel shall complete and submit a supplemental pay time log to the Chief Student Support Officer, or designee, provided such exceeds the pupil appraisal personnel maximum caseload as outlined in Bulletin 741/Bulletin 1706.

### **Section 9:12 – School Nurses**

(1) School nurses shall be provided an appropriate space which will permit quiet, uninterrupted, confidential interchange, telephones in a private area in both schools and offices, filing cabinets that lock for their records and a computer with an internet connection.

(2) Areas which are utilized for the administration of medication shall have a water source.

(3) Computer and clerical assistance shall be provided to the nurses performing the duties and responsibilities associated with the KidMed program.

(4) Newly employed school nurses shall be included in regional or district-wide orientation meetings for newly employed teachers.

(5) The collaborative planning time is once per month for three (3) hours. Additional planning time is scheduled at the discretion of the supervisor for collaboration, dissemination of paper work or other responsibilities.

(6) 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.

(7) In the event the Director of Nursing shall assign school nurses to assume the duties of an absent school nurse or a school nurse vacancy, the school nurses so assigned shall perform at least thirty percent (30%) of the duties of the absent school nurse or vacant position to receive the supplemental pay at a rate of seventeen dollars and fifty cents (\$17.50) per hour.

(8) School nurses shall be provided with the equipment necessary for assessment, including but not limited to the appropriate sized blood pressure cuff, thermometer, ten (10) foot eye chart, near vision eye chart, otoscope and stethoscope. A sign-in/sign-out procedure for shared equipment shall be developed to provide easy access for all school nurses.

(9) (a) 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.

(b) 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.

### **Section 9:13 – Speech-Language Pathologists**

(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) Speech-language pathologists shall be provided with an appropriate space which will permit quiet, uninterrupted interchange, access to a telephone in a private area in the schools and offices and locked file cabinets at the schools for speech impaired evaluation reports.

(3) With prior approval of the principal, speech-language pathologists shall have the opportunity to report to the special populations office for the purpose of executing the job responsibilities, including but not limited to case dissemination. The collaborative planning time is once per month for each Network. Additional planning time is scheduled at the discretion of the supervisor for collaboration, dissemination of paper work or other responsibilities.

(4) (a) 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.

(b) The Director of Speech and Hearing shall seek volunteers to assume a portion of the vacancy case load. Should no volunteers be available, the Director of Speech and Hearing shall assign qualified available speech-language pathologists on a rotating basis after all speech-language pathologists have reached maximum case load, the intention being to equalize such assignments as nearly as feasible.

(5) When a speech-language pathologist vacancy exists, supplemental pay shall be provided for the completion of entire cases or components due to vacant positions at a rate of seventeen dollars and fifty cents (\$17.50) per hour. A speech-language pathologist who fills a vacancy shall assume the following responsibilities, including but not limited to: Academic/Behavioral Intervention Team (A/BIT) in accordance with Bulletin 1508, speech-language interventions, speech-language evaluations, speech therapy and Individualized Education Plans (I.E.P.s), as appropriate, etc., provided such exceeds the speech-language pathologist maximum caseload as outlined in Bulletin 741/Bulletin 1706.

(6) 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). Upon completion of a supplemental case, the speech-language pathologist shall complete and submit a supplemental pay time log to the Director of Speech and Hearing, or designee, provided such exceeds the speech-language pathologist maximum caseload as outlined in Bulletin 741/Bulletin 1706.

#### **Section 9:14 – 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.

#### **Section 9:15 – Vocational Teachers**

(1) Vocational teachers who are required to attend VICA/Skills USA activities or the like in excess of the contractual period shall be compensated their daily rate of pay.

(2) Vocational teachers who are required to hold a professional/master's license as a condition of employment shall be reimbursed for such licensing fees.

(3) Vocational teachers holding VTIE/CTIE certification shall be placed on the bachelor's lane of the salary schedule.

### **ARTICLE X – PROGRAM CLASSIFICATIONS**

#### **Section 10:01 – Centralized Middle/High School In-School Suspension Program**

(1) A telephone and a fax machine shall be provided for the in-school suspension program centers. In-school suspension classrooms shall have appropriate instructional materials, including but not limited to academic packets relevant to standardized testing for students in grades 6 through 12, a file facility and student work stations.

(2) In-school suspension teachers shall receive an annual stipend of one thousand two hundred dollars (\$1,200.00).

(3) The in-school suspension teacher's work day shall not be longer than sixty (60) minutes beyond the normal teacher work day. When no students are assigned to the ISSP classroom, the in-school suspension teacher shall perform professional duties as assigned by the principal, or designee.

(4) The in-school suspension program paraeducator shall only be assigned to duty with the ISSP students based upon the number of students assigned to the ISSP center. However, the paraeducator shall be assigned to the ISSP center if a special education student is present.

#### **Section 10:02 – Driver's Education**

(1) Teachers employed as certified driver's education instructors shall be compensated at a rate not less than the effective 2011-2012 rate of compensation. 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.

(2) Reimbursement for expenses shall occur promptly, provided all appropriate receipts are furnished.

#### **Section 10:03 – Early Intervention Program**

(1) Counselors and social workers in the Early Intervention Program shall be accorded appropriate time for staff development, staffing cases and peer consultation, reimbursed for materials, supplies and/or equipment in accordance with reimbursement for teacher supplies and issued a laptop with access to the student information program.

(2) 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.

(3) 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.



(4) In the event social workers in the Early Intervention Program are required to complete the appropriate section of the 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.

(5) Counselors and social workers in the Early Intervention Program shall be provided with an office which will permit quiet, uninterrupted, confidential interchange with a private telephone, answering machine and locking file cabinet. In addition, counselors and social workers in the Early Intervention Program shall have access to all office equipment.

(6) Counselors and social workers in the Early Intervention Program shall not be assigned as Testing Coordinators and shall coordinate TASC and FINS paperwork.

(7) 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.

#### **Section 10:04 – Pre-Kindergarten**

(1) The pre-kindergarten teachers and/or paraeducators shall only be assigned to duty with the pre-kindergarten students. Whenever feasible, a substitute shall be hired to assist the pre-kindergarten teacher when the pre-kindergarten paraeducator so assigned to the pre-kindergarten teacher is absent.

(2) The pre-kindergarten teachers shall receive the same amount of planning time as the general education teachers assigned to the same school.

#### **Section 10:05 – Specialty Schools**

(1) Each teacher who is required to sign an individual contract at a specialty school, including but not limited to SIG, 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.

(2) The teacher shall be provided with a copy of his signed contract upon execution of such contract.

#### **Section 10:06 – Summer School/Summer Programs**

(1) A notice indicating the time for receiving applications shall be posted in each school building.

(2) Applications for teaching positions in the regular summer school program and Extended School Year (ESY) shall be on the appropriate form and submitted to the Human Capital Department.

(3) Applications shall be submitted to the Human Capital Department by email with a confirmation receipt no later than the close of business on the last day of the application period.

(4) The following shall be adhered to in the selection of regular summer school and Extended School Year (ESY) teachers from among those teachers who have applied:

(a) A rotating eligibility system shall be utilized. Placement on the eligibility list shall be on the basis of seniority as defined below and the basis of performance as defined in Section (11) below.

(b) 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, birth or adoption of child, surgery or serious illness).

(c) (i) The assignment of positions shall be based upon seniority in accordance with Section (4) (b) above and certification.

(ii) 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 Chief Human Capital officer, 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 Chief Human Capital Officer, or designee, which shall be convened within ten (10) working days. The teacher shall be entitled to a Federation representative at any conference with the Chief Human Capital Officer, or designee. The appeal procedure shall not be subject to the grievance procedure of this Agreement or of any other grievance or complaint procedure.

(d) (i) In the event that teaching schedules must be reduced due to student enrollment, such reduction shall be based upon seniority and certification.

(ii) 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.

(5) (a) 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.

(b) Teachers employed for summer school registration shall be compensated within two (2) weeks of the conclusion of registration.

(c) Teachers who attend the training or preparation for summer school and summer school programs as outlined in Section (7) of this Article shall be compensated within two (2) weeks of the conclusion of such training or preparation.

(6) Nothing herein shall be construed as requiring the Board to conduct a summer program of any type.

(7) 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.

(8) Teachers employed in summer school programs, including but not limited to LAP, the graduation Exit Exam (GEE) remediation program and/or the LEAP remediation program shall be paid at an hourly rate of thirty dollars (\$30.00).

(9) In the event materials have been purchased and/or developed to implement the summer school curriculum for Carnegie unit courses, such shall be provided to the teacher.

(10) (a) Teachers employed for LAP, the Graduation Exit Exam (GEE) remediation program and/or the LEAP remediation program shall be selected by the principal, or designee, from the certified teachers employed at the work site during the regular school year who have a satisfactory evaluation.

(b) 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.

(11) Notwithstanding any of the foregoing, teachers who are currently on an intensive assistance plan or received a negative evaluation during a previous summer school session shall not be eligible to teach summer school/summer programs.

(12) In the event the Board decentralizes the regular summer school/summer programs to individual school sites, the selection of teachers for these programs shall be done through mutual consent between the teacher and the principal, or designee.

#### **Section 10:07 – Westbank Community and Martyn Alternative Schools**

(1) Certified teachers assigned to the Westbank Community School, including Waggaman Alternative School, and Martyn Alternative School, including Deckbar Alternative School, during the 2012-13 school year, shall receive an annual stipend of one thousand two hundred dollars (\$1,200.00) during the life of this Agreement, except as provided below.

(2) If a teacher assigned to the Westbank Community School, including Waggaman Alternative School, and/or Martyn Alternative School, including Deckbar Alternative School, during the 2012-13 school year, voluntarily transfers from such school, the teacher shall no longer receive the annual stipend.

(3) If a teacher assigned to the Westbank Community School, including Waggaman Alternative School, and/or Martyn Alternative School, including Deckbar Alternative School, during the 2012-13 school year, is involuntarily transferred:

(a) the teacher shall continue to receive the annual stipend if transferred to another incentive pay school; or

(b) the teacher shall have his annual stipend reinstated upon return to the incentive pay school from which he was transferred.

(4) Effective with the 2013-14 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 (3) above.

### **ARTICLE XI - LEAVES**

#### **Section 11:01 – Absences Due to Injuries in the Course of Employment**

(1) 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 sick and/or emergency leave 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.

(2) 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.

(3) The leave authorized by Sections (1) and (2) 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.

(4) 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 sick and/or emergency leave 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 sick and/or emergency leave of this Agreement, the amount of leave used shall be calculated on an hourly basis.

(5) Any teacher entitled to leave under this Article shall also be entitled to medical benefits as may be provided under Workers' Compensation Law.

(6) 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.

(7) The Board shall maintain all insurance benefits for a teacher on leave pursuant to this Article.

(8) 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.

**Section 11:02 – Alternative Maternity/Adoptive/Child Rearing Leave of Absence Without Pay**

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

(2) 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.

(3) 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:

(a) The teacher shall advise the Chief Human Capital Officer, 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 Chief Human Capital Officer, 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 Chief Human Capital Officer, or designee.

(b) (i) The leave shall commence upon the date agreed upon by the Chief Human Capital Officer, or designee, and the teacher or the date determined by the teacher's physician or the actual date of delivery whichever shall occur first.

(ii) 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.

(iii) The leave shall not exceed the balance of the school year in which it commences and one (1) additional school year.

(iv) Every effort shall be made to have such leave terminated immediately prior to a new school year or semester.

(v) The Chief Human Capital Officer, or designee, may, in his discretion, waive any of the provisions of Sections (3) (a) and (b) above. Such waiver shall not be precedential in any respect.

(c) 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.

(d) 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.

(e) 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 Chief Human Capital Officer, 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 Chief Human Capital Officer, or designee, informed on the status of the proceedings and, as soon as known, the expected date of the delivery of the child.

(f) 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.

(g) 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.

(h) 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.

(4) 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.

(5) A teacher who applies for reinstatement from alternative/maternity/adoptive/child rearing leave of absence without pay shall apply for available positions by interviewing with the principals or supervisors and must be accepted by a principal or supervisor for a position.

**Section 11:03 – Family Medical Leave Act**

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

(2) 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.

(3) 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.

(4) 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.

(5) Time spent solely on FMLA leave shall not accrue toward sabbatical leave. 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.

**Section 11:04 – Incidents of Assault and Battery**

(1) 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.

(2) 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.

**Section 11:05 – Jury Duty/Court Appearance**

(1) (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) Teachers shall request a release form from the court indicating the date and time that he was released from jury duty.

(c) A teacher shall be required to return to school if such teacher is released from jury duty in time to return to school for a half day, provided the teacher has adequate travel time and a thirty (30) minute duty free lunch.

(2) (a) 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.

(b) 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.

(c) 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.

**Section 11:06 – Military Leave**

(1) 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.

(2) 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 Chief Human Capital Officer 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.

(3) (a) 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 (2) above until such time as the teacher reports for military duty provided the teacher is already enrolled in the insurance plan(s).

(b) A teacher returning from Military Leave shall have the right to resume all insurance coverage(s) held prior to such leave.

#### **Section 11:07 – Personal Trauma Leave**

(1) (a) Upon written notice submitted by a teacher to the Chief Human Capital Officer, 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).

(b) The Chief Human Capital Officer, 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 (1) (a).

(2) "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, sons-in-law and domestic partners. Also included are any individuals over which the teacher has legal guardianship. The immediate family of the teacher's spouse/domestic partner 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.

(3) 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.

(4) If requested, verification of death and relationship shall be provided.

(5) 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-precidentally excuse additional teachers for such attendance.

#### **Section 11:08 – Professional Leave**

(1) Teachers shall be allowed 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. Requests for such leave shall not be capriciously denied.

(2) Application for professional leave shall be in writing and submitted to the principal, or designee, and shall include all pertinent information.

(3) Professional leave may be denied where the absence of the teacher would not be in the best interest of the school. 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.

(4) 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-precidential 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.

#### **Section 11:09 – Sabbatical Leave**

(1) 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.

(2) 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.

(3) Active service accumulated toward sabbatical leave as provided in Sections (1) and (2) above shall not be deemed to be interrupted by any of the following:

(a) Absence on sick leave, additional extended sick leave or sick leave bank;

(b) Absence on alternative maternity/adoptive/child rearing leave of absence without pay;

(c) Absence on special leave without pay due to medical reasons, 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;

(d) Absence on Family Medical Leave Act (FMLA) 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.

(4) An application for a sabbatical leave will be considered for professional improvement or for medical leave.

(5) 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.

(6) Applications for a sabbatical leave shall be filed in accordance with the Human Capital Policy Manual Procedures in effect at the time of the request. Applicable state laws will always control the provisions of this Article.

(7) Teachers on medical sabbatical leave are not eligible for employment as adult education teachers.

(8) 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.

(9) A teacher on sabbatical leave shall enjoy all rights afforded under this Agreement, and shall be bound by all the provisions contained therein, Section (4), of this Article notwithstanding.

(10) (a) 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.

(b) Teachers granted medical sabbatical leave shall spend such leave in a manner calculated to attain that purpose.

(c) 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.

(11) Coaches on sabbatical leave for professional improvement shall be allowed to coach pursuant to guidelines established by the Louisiana High School Athletic Association.

(12) (a) 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.

(b) 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.

#### **Section 11:10 – Sick and/or Emergency Leave**

(1) 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.

(2) 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.

(3) 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.

(4) (a) 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, the teacher may apply to be placed on additional extended sick leave or special leave without pay.

(b) (i) 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 a medical necessity. For the purposes of this Section, a "medical necessity" is the result of a catastrophic illness or injury, which means a life-threatening, chronic, or incapacitating condition of the teacher or a member of his immediate family. "Immediate family member" means a spouse, parent or child of a teacher.

(ii) Each teacher granted maternity leave in accordance with the provisions of applicable federal and/or state laws and who has no remaining sick leave balance available to take in the manner provided in this Section, up to thirty (30) days of extended sick leave in each six (6) year period of employment for personal illness related to the purpose for which the maternity leave was granted.

(iii) 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.

(iv) All time spent on 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.

(v) 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) A teacher on special leave without pay 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.

(d) The teacher may request early return from special leave without pay by submitting on the appropriate form(s) a request for reinstatement to the Chief Human Capital Officer, or designee, who may grant such request in his sole discretion if consistent with the employment needs of the school district.

(5) 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.

(6) A teacher shall not be considered excessively absent if such teacher can provide convincing documentation to substantiate his absences.

(7) Upon a teacher's resignation for those who were retire-rehire teachers prior to or during the 2012-13 school year, 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.

(8) 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.

(9) (a) Teachers who have perfect attendance over a full semester shall be compensated two hundred fifty dollars (\$250.00) issued in a supplemental check with all appropriate deductions,

(b) 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.

#### **Section 11:11 – 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 Chief Human Capital Officer, 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 XII – PROGRAM STIPENDS**

#### **Section 12:01 – Academic Games Sponsors**

Teachers shall be compensated promptly, but no later than thirty (30) work days following the performance of those duties associated with Academic Games inservice and/or competitions.

#### **Section 12:02 – Crisis Team Members/Coordinators**

Individuals who serve as members or coordinators on the Crisis Team shall be compensated seventeen dollars and fifty cents (\$17.50) per hour when required by their supervisor to perform duties outside the normal teacher work day.

#### **Section 12:03 – Department Heads/Grade Chairpersons**

(1) The principal shall have discretion in determining the stipend amounts listed below. Every effort should be made to have the stipend reflect the responsibility of the position. The stipend shall be mutually agreed upon between the principal and the teacher prior to the teacher assuming such duties. The stipends below are the guidelines for minimum expectations. It is understood that stipends for Department Heads/Grade Chairpersons may vary from department to department/grade level to grade level within a school and/or school to school.

(2) (a) At those schools where the principal utilizes Department Heads/Grade Chairpersons, the principal shall give every consideration to appointing 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.

(b) 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.

(3) (a) 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 thirty (30) work days following the end of the semester.

(b) 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 thirty (30) work days following the end of the semester.

(4) 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.

(5) The position of Department Head/Grade Chairperson is not to be construed as an individual who is in a position of authority to recommend the termination or disciplinary action of another teacher. In no instance shall a Department Head/Grade Chairperson complete any evaluation or supervisory forms or participate in the observation and evaluation of teachers.

(6) 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.

(7) For the purposes of this Article, "counselors" shall be a department.

(8) 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.

#### **Section 12:04 – Ranking Teachers**

(1) The principal shall have discretion in determining the stipend amounts listed below. Every effort should be made to have the stipend reflect the responsibility of the position. The stipend shall be mutually agreed upon between the principal and the teacher prior to the teacher assuming such duties. The stipends below are the guidelines for minimum expectations. It is understood that stipends for ranking teachers may vary within a school and/or school to school.

(2) The principal shall appoint the ranking teacher and an alternate at the beginning of the school year. Teachers who serve duty as the ranking teacher shall be compensated at the rate of forty-five dollars (\$45.00) per half-day and ninety dollars (\$90.00) per full day in addition to their daily rate of pay.

#### **Section 12:05 – School Based Committees**

(1) The principal shall have discretion in determining the stipend amounts listed below. Every effort should be made to have the stipend reflect the responsibility of the position. The stipend shall be mutually agreed upon between the principal and the teacher prior to the teacher assuming such duties. The stipends below are the guidelines for minimum expectations. It is understood that stipends for school based committees may vary from committee to committee within a school and/or school to school.

(2) If a teacher serves as the Coordinator of the Section 504 Committee, he shall receive a stipend based upon the following: two hundred fifty dollars (\$250.00) per semester if based at a 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.

(3) If a teacher serves as the Lead Facilitator of the Act 1903 Committee, he shall receive a stipend based upon the following: one hundred seventy-five dollars (\$175.00) per semester if based at 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.

(4) If a teacher is selected to serve as the DIBELS Lead Facilitator, he 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.

#### **Section 12:06 – Technology Coordinators**

(1) The principal shall have discretion in determining the stipend amounts listed below. Every effort should be made to have the stipend reflect the responsibility of the position. The stipend shall be mutually agreed upon between the principal and the teacher prior to the teacher assuming such duties. The stipends below are the guidelines for minimum expectations. It is understood that stipends for Technology Coordinator may vary within a school and/or school to school.

(2) 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 2011-12 school year.

### **ARTICLE XIII – SALARY AND BENEFITS**

#### **Section 13:01 – Certification Compensation/Employment Requirements**

(1) 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.

(2) 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.

(3) 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.



(4) Beginning with the 2012-13 school year, a teacher who currently possesses certification from the National Board for Professional Teaching Standards (NBPTS) shall continue to receive an annual stipend of two thousand five hundred dollars (\$2,500.00) until such time as his current certification expires.

(5) 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 fingerprinting.

(6) Teachers who are initially employed by the Board shall not be required to pay for costs associated with required drug screenings.

#### **Section 13:02 – Experiential Compensation**

(1) Experiential credit shall be given a teacher for all satisfactory teaching services completed at a time he was properly certified including a Practitioner's License (PL) and/or a Temporary Authority to Teach (TAT), 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:

(a) At least one-half (1/2) year's experience for each seventy (70) days in one (1) school semester;

(b) At least one (1) year's experience for each one hundred forty (140) days in one (1) school year.

(2) 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.

(3) 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.

(4) All experience shall be computed at the beginning of the spring semester and July 1st.

(5) 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.

(6) Outside experience shall be verified by the Chief Human Capital Officer, or designee. Notice that verification has been requested shall be concurrently given to teachers. Upon receipt of experience verification, the Chief Human Capital Officer, 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.

(7) The Board shall report all years of experience of a teacher formerly employed by the Board to the agency seeking such verification of experience.

(8) (a) 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 Capital Department.

(b) 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 Capital 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.

(9) Experiential credit shall be given a VTIE/CTIE 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 Capital Department. One (1) year of experiential credit shall be given for every four (4) years of experience in the applicable area.

(10) 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 Capital 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.

#### **Section 13:03 – Extended Employment**

(1) 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 be one hundred eighty-three (183) days, provided this shall not preclude additional teacher employment days required to comply with state law or regulation.

(2) 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.

#### **Section 13:04 – 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.

#### **Section 13:05 – Health Care Benefit**

(1) The Board shall pay, during the life of this Agreement, 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 care insurance premiums: (1) state contributions, (2) Board contributions, and (3) employee contributions.

(2) The existing benefits in the current health care benefit program offered by the State shall not be reduced by Board action during the life of this Agreement.

**Section 13:06 – JFT Health and Welfare Fund**

(1) (a) The Board shall contribute four hundred dollars (\$400.00) for the 2012-13 school year for each bargaining unit employee.

(b) Beginning with the 2013-14 school year, the Board shall contribute three hundred twenty-five dollars (\$325.00) per school year for each bargaining unit employee.

(2) Calculation procedures for members of the bargaining unit shall be as follows:

(a) A monthly electronic listing all bargaining unit personnel produced at the end of each calendar month and 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.

(b) The Human Capital 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.

(c) The Human Capital Department will divide the JFT Health and Welfare Fund payout per bargaining unit personnel per work year, according to Section (1) above, by the number of work days, according to subsection (2) (b) above, which will produce the per day dollar value contribution to the JFT Health and Welfare Fund.

(d) At the end of each calendar month, upon receipt of the electronic listing, according to subsection (2) (a) 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 (2) (c) above, times the number of work days in the work month, times the number of bargaining unit employees as listed on the monthly electronic list.

(e) 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 (2) (d) above, for each month within the appropriate monthly periods denoted in this subsection.

(3) 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 (2) of this Article.

(4) 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.

(5) (a) The Board and the Federation hereby agree to the establishment and maintenance of a Cafeteria Plan covering all bargaining unit members.

(b) 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.

(c) 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.

(d) The parties agree to amend the Restated Agreement and Declaration of Trust to incorporate the intent of these provisions.

**Section 13:07 - Paychecks**

(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 paychecks on the workday preceding the holiday, except in December when the paycheck for the last day of the month shall be direct deposited no later than December 31st.

(b) Teachers shall have direct deposit of their paychecks to the bank and/or financial institution of their choice.

(c) 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 an immediate family member, birth or adoption of a child, surgery or serious illness) as verified and approved by the Chief Human Capital Officer, or designee.

(2) Deductions from paychecks shall be in as equal amounts as possible.

(3) Additions or cancellations of deductions must be received by the Payroll Department ten (10) workdays prior to the issuance of the paycheck. Additions or cancellations of deductions for June, July and/or August paychecks must be received no later than June 1<sup>st</sup>.

(4) 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:

(a) Receiving the escrowed salary in one lump sum; or

(b) 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 Chief Human Capital Officer, or designee, by certified letter or hand delivered and receipted, of the option chosen, option (4) (b) shall be followed.

(5) 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.

#### **Section 13:08 - Salary**

(1) The salary schedule for the 2012-13 school year shall be as it appears in Appendix A. The parties recognize that teachers were frozen on the salary schedule for the 2011-12 and 2012-13 school years. Those teachers who receive advanced degrees shall advance to the appropriate lane of the salary schedule.

(2) Salary increases bargained by the Federation shall be in addition to any salary increases awarded by the State Legislature.

(3) (a) Prior to the effective date of submitting the 2013-14 teacher salary schedule to the Louisiana Department of Education or August 1, 2013, the Board and the Federation shall meet to negotiate increases in salaries and all other terms and conditions of monetary compensation. Such negotiations shall not result in any reduction of salaries and all other terms and conditions of monetary compensation for members of the bargaining unit.

(b) Prior to the effective date of submitting the 2014-15 teacher salary schedule to the Louisiana Department of Education, if applicable, or August 1, 2014 the Board and the Federation shall meet to negotiate increases in salaries and all other terms and conditions of monetary compensation. Such negotiations shall not result in any reduction of salaries and all other terms and conditions of monetary compensation for members of the bargaining unit.

(4) In the event Act 1 of the 2012 Legislative Session is no longer in effect, the parties agree to reopen negotiations concerning salaries within thirty (30) calendar days of such determination.

#### **Section 13:09 – Teacher Supplies**

(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.

#### **Section 13:10 – Travel Expenses**

(1) 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. Such reimbursement shall not be applicable for travel to athletic events or other extra-curricular events when the school system otherwise provides transportation.

(2) 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 fifteen (15) workdays.

### **ARTICLE XIV - 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, 2016.

### **ARTICLE XV – GENERAL PROVISIONS**

#### **Section 15:01 – Distribution of Contracts**

The Agreement shall be distributed to all members of the bargaining unit, including each newly hired teacher, all Jefferson Parish school administrators and all members of the Board. The cost of printing the Agreement shall be shared by the Federation and the Board. The Agreement shall include the Federation address, phone number and officers, letters from the Federation President and Superintendent of Schools. The outside back cover shall include a reproduction of the logos of the Federation and of the Board.

**Section 15:02 – 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.

**Section 15:03 – Fair Practices**

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.

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.

**Section 15:04 – 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.

**Section 15:05 – 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.

**APPENDIX A – JEFFERSON PARISH SCHOOL BOARD  
2012-13 TEACHER SALARY SCHEDULE**

<b>Yrs. Ex.</b>	<b>Bachelor</b>	<b>Masters</b>	<b>Mast +30</b>	<b>Spec.</b>	<b>PhD/EdD</b>
0	\$40,949	\$41,549	\$42,149	\$42,749	\$43,349
1	41,549	42,149	42,749	43,349	43,949
2	42,149	42,749	43,349	43,949	44,549
3	42,749	43,349	43,949	44,549	45,149
4	43,349	43,949	44,549	45,149	45,749
5	43,949	44,549	45,149	45,749	46,349
6	44,549	45,149	45,749	46,349	46,949
7	45,149	45,749	46,349	46,949	47,549
8	45,749	46,349	46,949	47,549	48,149
9	46,349	46,949	47,549	48,149	48,749
10	46,949	47,549	48,149	48,749	49,349
11	47,549	48,149	48,749	49,349	49,949
12	48,149	48,749	49,349	49,949	50,549
13	48,749	49,349	49,949	50,549	51,149
14	49,349	49,949	50,549	51,149	51,749
15	49,949	50,549	51,149	51,749	52,349
16	50,549	51,149	51,749	52,349	52,949
17	51,149	51,749	52,349	52,949	53,549
18	51,749	52,349	52,949	53,549	54,149
19	52,349	52,949	53,549	54,149	54,749
20	52,949	53,549	54,149	54,749	55,349
21	53,549	54,149	54,749	55,349	55,949
22	54,149	54,749	55,349	55,949	56,549
23	54,749	55,349	55,949	56,549	57,149
24	55,349	55,949	56,549	57,149	57,749
25	55,949	56,549	57,149	57,749	58,349

**APPENDIX B - JEFFERSON PARISH SCHOOL BOARD  
EXTRA-CURRICULAR SPONSORS**

(1) The principal shall have discretion in determining the stipend amounts listed below. Every effort should be made to have the stipend reflect the responsibility of the position. The stipend shall be mutually agreed upon between the principal and the teacher prior to the beginning of such activity. The stipends below are the guidelines for minimum expectations. It is understood that stipends for extra-curricular sponsors may vary from activity to activity within a school and/or school to school.

- (2) The following salary schedule shall be in effect during the 2012-13 school year:
- Activity Coordinator/Student Council (High Schools) .....\$1,200.00
  - Academic Games (Math, English and Social Studies).....\$450.00

(3) The provisions of this Article does not preclude the principal from paying stipends for additional activities nor does it require the principal to pay stipends for the activities listed above.

**APPENDIX C - JEFFERSON PARISH SCHOOL BOARD  
COACHES**

(1) 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.

(2) 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.

(3) 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.

(4) 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.

(5) 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 provided to the principals as a resource to fill vacancies through the mutual consent process.

(6). The following salary schedule shall be in effect during the 2012-13 school year:

<b>Yrs. Exp.</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>
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

Athletic Director.....	IV
Baseball, Assistant.....	IV
Baseball, Head.....	II
Basketball, Assistant/JV.....	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

Athletic Director.....	VI
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

(7) The principal shall have discretion in determining the stipend amounts listed above. Every effort should be made to have the stipend reflect the responsibility of the position. The stipend shall be mutually agreed upon between the principal and the coach prior to the beginning of the season and shall not be less than the 2012-13 stipend. It is understood that stipends for coaches may vary from sport to sport within a school and/or school to school.

**APPENDIX D - JEFFERSON PARISH SCHOOL BOARD  
BAND DIRECTORS**

(1) 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 2012-13 school year:

Years Experience	High School Directors	Middle School Directors
0	\$3,794	\$2,233
1	4,016	2,455
2	4,239	2,678
3	4,463	2,901
4	4,688	3,124
5	4,908	3,346

(2) The principal shall have discretion in determining the stipend amounts listed above. Every effort should be made to have the stipend reflect the responsibility of the position. The stipend shall be mutually agreed upon between the principal and the band director prior to the teacher assuming such duties and shall not be less than the 2012-13 stipend. It is understood that stipends for band directors may vary from school to school.

**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

- (1) If a certified special education teacher who is teaching special education and receiving the special education stipend during the 2012-13 school year is involuntarily transferred:
  - (a) the teacher shall continue to receive the annual stipend if transferred to another special education assignment; or
  - (b) the teacher shall have his special education stipend reinstated upon return to a special education assignment.
- (2) Effective with the 2013-14 school year, certified special education teachers shall not receive the special education stipend, except in accordance with Section (1) above.



**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